

AMCIL

## Dividend Reinvestment Plan





## Summary

The principal features of the Dividend Reinvestment Plan (the Plan) are summarised below. The full terms and conditions begin at page 3.

### **The Plan**

The Plan provides shareholders with an optional and convenient way of reinvesting all or part of their dividends in additional AMCIL Limited (AMCIL or the Company) shares.

On dividend payment dates, the dividend attributable to shares participating in the Plan will be automatically reinvested in AMCIL shares. The number of new shares is determined by reference to the market price.

### **The Cost**

All administration costs will be met by AMCIL. No brokerage, commission or other transaction costs will be payable by participants on shares allotted under the Plan and no stamp or other duties will, under present law, be payable by participants.

### **Eligibility**

Shareholders having a registered address in Australia or New Zealand are able to participate.

### **Flexibility**

Participation is entirely optional. Shareholders may join the Plan, vary their participation or withdraw from it at any time. If part of a shareholder's holding is nominated for participation in the Plan, the balance of the shareholding will receive cash dividends in the normal way. Shares participating in the Plan or acquired under the Plan may be sold at any time. When such shares are sold, they are automatically withdrawn from the Plan.

### **Cash Balances**

Any cash balances remaining after the allotment of shares under the Plan will be carried forward and added to the next dividend entitlement.

## Summary continued

### Dividends and Other Rights

The new shares will rank equally in all respects with existing fully paid shares.

### Statements

Participants will be sent a statement after each dividend payment detailing their participation in the Plan. Issuer sponsored statements for new shares will be issued for each allotment under the Plan unless the shareholder is CHESSE sponsored in which case the new shares will be shown on the participant's next CHESSE statement. This statement will include details to assist in completion of the shareholder's tax return.

### General

The Plan may be modified, suspended or terminated by the Directors of AMCIL in accordance with the terms and conditions of the Plan.

### Inquiries

If you wish to inquire about the Plan, please contact the Company's Share Registry, Computershare Investor Services Pty Ltd, at the following location:

Yarra Falls  
452 Johnston Street  
Abbotsford Victoria 3067  
Telephone 1300 653 916  
Facsimile (03) 9473 2500  
Website [www.computershare.com](http://www.computershare.com)  
Email [web.queries@computershare.com.au](mailto:web.queries@computershare.com.au)

### How to Enter the Plan

If you wish to participate in the Plan, an Application Form can be obtained by contacting the Company's Share Registry or visiting its website. After obtaining an Application Form, please complete and sign it and return it to the Share Registry.

Participation will commence with the first dividend payment after the receipt of the Application Form provided it is received before the record date for that dividend.

# Terms and Conditions

## 1. Participation in the Plan

Participation in the Dividend Reinvestment Plan (the Plan) is optional and open to all AMCIL shareholders with a registered address in Australia or New Zealand. Participation may also be subject to any laws applicable in the country of residence of shareholders outside Australia and New Zealand.

The Directors have an overriding discretion to refuse to accept shares for participation in the Plan and to suspend or withdraw shares from participation if they consider that the participation of those shares might lead to foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in the Company for the purposes of the foreign take-overs legislation.

## 2. Application to Participate

Application to participate in the Plan is to be made on the prescribed Application Form available from the Company's Share Registry. Upon receipt by the Share Registry of the Application Form correctly completed, participation will commence from the next record date for determining entitlements for dividends.

## 3. Degree of Participation

Participation may be either full or partial.

- (1) Full participation applies to dividends payable on all the participant's shareholding being all:
  - (a) shares currently held;
  - (b) shares allotted under the Plan;
  - (c) bonus shares (if any), subsequently allotted;
  - (d) fully or partly paid shares allotted pursuant to a subsequent rights issue (if any); and
  - (e) additional shares purchased from time to time (less all shares sold from time to time).

## Terms and Conditions continued

- (2) Partial participation only applies to the number of shares specified in the Application Form by the shareholder. However, if at the relevant record date the number of shares held by the participant is less than the nominated number of shares, then the provisions of the Plan for that dividend payment will only apply to such lesser number of shares. If an Application Form does not indicate the level of participation in the Plan, it shall be deemed to be an application for full participation.

### **4. Operation of the Plan**

Each dividend which is payable to a participant for shares subject to the Plan and which is available for payment to the participant will, upon payment, be applied by the Company on the participant's behalf in subscribing for additional shares.

The Company will establish and maintain a Plan account for each participant. The Company will, for each dividend payable to a participant:

- (a) determine the amount of the dividend payable (less withholding tax if applicable) for that participant's shares subject to the Plan;
- (b) credit such amount to the participant's Plan account;
- (c) determine the maximum whole number of additional shares which may be subscribed for under the Plan taking into account the price at which the shares are to be allotted in accordance with these terms and conditions;

## Terms and Conditions continued

- (d) on behalf and in the name of the participant, subscribe for that number of additional shares and debit the participant's Plan account with the total of the subscription price for those additional shares;
- (e) allot that number of additional shares to the participant; and
- (f) retain in the participant's Plan account, without interest, any cash balance remaining provided that the Company may on the participant's request pay any such amount to the participant.

The shares will be allotted under the Plan at the volume weighted average market price (rounded to the nearest cent) of all of the Company's shares sold on the Australian Securities Exchange Limited (ASX) automated trading system during the five trading days including and immediately following the shares being quoted ex dividend on the ASX less any discount determined by the Directors. The Directors will announce the discount applicable (if any) from time to time. The shares will be officially quoted by ASX as ex dividend on the fifth business day prior to and inclusive of the record date (as defined in the ASX Listing Rules) for the relevant dividend determined by reference to such information as the Directors approve for the purpose from time to time. The volume weighted average market price referred to above shall be calculated by the Directors or another suitable person nominated by the Directors. The determination by the Directors of the allotment price will be binding on all participants.

### **5. Shares to be Allotted Under the Plan**

Shares allotted under the Plan will be allotted in accordance with the ASX Listing Rules and on the relevant dividend payment date. Shares allotted under the Plan will, from the date of allotment, rank equally in all respects with all other fully paid shares in the Company.

Shares allotted under the Plan will be registered on the register on which the participant's holding of shares is currently registered.

### **6. Costs of Participation**

No brokerage, commissions, or other transaction costs will be payable by participants for the application for or allotment of shares under the Plan and no stamp or other duties will, under present law, be payable by participants.

### **7. Plan Statements**

At or after each dividend payment date, the Company will send to each participant a Plan Statement detailing the following:

- (a) the number of shares participating in the Plan;
- (b) the dividend paid;
- (c) withholding tax deducted (if applicable);
- (d) the amount reinvested in new shares;
- (e) the number of new shares allotted and the price at which allotted; and
- (f) any cash balance carried forward.

### **8. Variation or Termination of Participation**

A participant may at any time give notice to the Company's Share Registry:

- (a) increasing or decreasing the number of shares participating in the Plan; or
- (b) terminating participation in the Plan.

Such alteration or termination is to be in accordance with the prescribed election form (available from the Company's Share Registry) and takes effect from the next record date.

If a participant dies, participation by the holder will be terminated upon receipt of notice of death. Death of one of two or more joint holders will not automatically terminate participation.

Upon termination of participation of a participant for whatever reason, the Company will, unless otherwise directed, send to the participant or the legal representative of a deceased participant:

- (i) a Plan Statement made out to the date of termination; and
- (ii) the cash balance, if any, shown in the participant's Plan Statement as at the date of termination.

### **9. Reduction or Termination of Participation where no Notice is given**

Where a participant with limited participation disposes of part of the shareholding, then, unless the participant advises the Company's Share Registry otherwise, the shares disposed of will be deemed to be shares not participating in the Plan.

If the number of shares disposed of is more than the number of the participant's shares not participating in the Plan, the disposals will be deemed to include all the participant's shareholding not participating in the Plan, and the balance, if any, shall be attributed to shares participating in the Plan.

Where a participant disposes of all shares without giving the Company's Share Registry notice of termination of participation, the participant will be deemed to have terminated participation in the Plan for the shareholding on the date the Company registers a transfer or instrument of disposal of the participant's holding.

### **10. Modification and Termination of the Plan**

The Plan may be modified, suspended or terminated by the Directors at any time by giving notice to the ASX. Any suspension of the Plan will continue until such time as the Directors either resolve to recommence or to terminate the Plan. If the Plan is recommenced, then elections as to participation for the previously suspended Plan will be valid and have full force and effect in accordance with these terms and conditions for the purpose of the recommenced Plan. In the event of termination, the Company will send to each participant a statement of the participant's Plan account made up to the date of termination and the cash balance (if any) retained in the participant's Plan account at that date.

## Terms and Conditions continued

### 11. Stock Exchange Listing

The Company will make application for shares allotted under the Plan to be listed for quotation on the official list of the ASX.

### 12. Application and Notices

Applications and notices to the Company's Share Registry shall be in writing and in accordance with the forms prescribed by the Company from time to time.

Such applications and notices will be effective upon receipt by the Company's Share Registry subject to:

- (a) these terms and conditions;
- (b) in the case of applications, acceptance by the Company; and
- (c) receipt by the Company's Share Registry before the relevant record date for determining entitlements to dividends.

Applications or notices received after such closure will not be effective for that dividend payment but will be effective from the next relevant record date.

### 13. General

The Plan, its operation and these terms and conditions are governed by Victorian law.

