



Dividend Reinvestment Plan

Information Booklet for Shareholders

ABN 36 124 951 337

Important note to shareholders

Under the Corporations Act a prospectus is not required to be lodged or registered in relation to shares to be issued under the Dividend Reinvestment Plan ("DRP" or "Plan") described in this Information Booklet. Consequently, this Information Booklet does not contain the information which would be contained in such a prospectus, for example, in relation to Plan B Group Holdings Limited, its assets and liabilities, financial position, profits and losses and prospects. If you are in any doubt as to whether to participate in the DRP and in particular if you are unclear about the taxation implications of participating in the Plan, you should consult your own professional adviser without delay.

Enquiries

If you require further information concerning the Plan please contact or write to either of the following addresses:

Computershare Investor Services Pty Limited
Level 2, 45 St Georges Terrace
Perth WA 6000

Investor queries: 1300 308 356
Facsimile: 1800 783 447

The Company Secretary
Plan B Group Holdings Limited
Level 28, 152-158 St Georges Terrace
Perth WA 6000

Telephone: +61 8 9324 6000
Facsimile: +61 8 9481 6148

Explanatory outline

*Explanatory outline of the
Plan B Group Holdings Limited ("Plan B" or "Company")
Dividend Reinvestment Plan ("DRP" or "Plan")*

Decision required by shareholders

Shareholders of Plan B (“Shareholders”) should decide which of the following alternatives suits their particular circumstances with respect to dividends:

Alternative 1: Not to participate in the DRP and to receive only cash

Under this alternative, Shareholders will receive a cash dividend in respect of all of their shares in the Company (“Shares”).

Alternative 2: Participate in the DRP and receive shares in Plan B

Under this alternative, Shareholders can elect to participate in the DRP and reinvest all cash dividends they are entitled to in respect of their Shares in exchange for new fully paid ordinary shares in Plan B (“New Shares”). The number of New Shares to be issued pursuant to the DRP and the issue price of each New Share will be determined in accordance with the Rules of the DRP (see Features of the Plan for summary details), free of any brokerage, commission, stamp duty and other transaction costs.

Alternative 3: Partially participate in the DRP and receive any combination of cash and new shares

Under this alternative, Shareholders can elect to participate in the DRP in respect of some of their Shares (“Relevant Shares”), so that they receive New Shares in respect of the dividend payable on the Relevant Shares, and receive cash in respect of all Shares they hold other than the Relevant Shares.

Action required by shareholders

The following action is required by shareholders with respect to each of the above alternatives:

Alternative 1

If you wish to receive cash in respect of all dividends paid on your Shares, please take no action.

Alternative 2 or 3

If you wish to participate in the DRP in respect of all of your Shares or only some of your Shares (i.e. if you decide either Alternative 2 or 3 suits your particular circumstances), you must complete the Election Form enclosed with this Information Booklet and ensure that it is received by the Company’s Share Registry: Computershare Investor Services Pty Limited, Level 2, 45 St George’s Terrace, Perth WA 6000, prior to 5pm on the Record Date for the relevant dividend. The Record Date will be announced by the Company to ASX or can be obtained from the Company’s Share Registry.

Please note that if your Shares are held under different shareholder reference numbers (SRN) or holder identification numbers (HIN) on the Company’s share register, you will need to complete an Election Form in respect of each separate SRN and HIN.

Features of the Plan

Number of New Shares issued and issue price of New Shares:

Under the DRP, each dividend payable in respect of Shares that you nominate to participate in the DRP will be satisfied by the Company applying the cash dividends payable on those Shares on your behalf in subscribing for New Shares. The issue price of each New Share issued under the DRP will be the lower of:

- the price determined by the Board, in its absolute discretion to be the maximum price (if any) in dollars per New Share at which shares will be issued pursuant to the DRP (“Price Cap”), and which will be announced to ASX on the day a Dividend is determined by the Board to be payable; and
- the price in dollars per New Share derived by applying a discount (as determined by the Board in its absolute discretion and announced to ASX on the day a Dividend is determined to be payable) to the Market Price. In the absence of further resolution of the Board, the discount will be a 5% discount to the Market Price.

In this Information Booklet, **Market Price** means: the volume weighted average market price (on an ex-dividend basis) of Plan B Shares during the five ASX trading days immediately preceding and inclusive of the Record Date for the relevant dividend provided, however, that if:

- no sales are recorded over the aforementioned period; or
- in the reasonable opinion of the Board, the market for Shares in the Company is affected by any unusual or extraordinary trading or circumstances during that period, the **Market Price** will mean the fair ex-dividend market value of a Share given the relevant circumstances as reasonably determined by the Board of Directors in its absolute discretion.

The Company will announce any Price Cap and the discount to the Market Price on the date a Dividend is determined by the Board to be payable, to allow Shareholders to submit an Election Form with an understanding of the number of New Shares they may receive under the DRP if they wish to participate in the DRP. However, Shareholders should note that the Board cannot dictate the price at which Shares will trade on ASX and accordingly, cannot control the Market Price.

The precise number of New Shares issued to each Participant under the DRP (“NS”) will be determined in accordance with the Plan Rules, but will generally be calculated using the following formula:

NS = N divided by the lower of C and M

Where:

N is the amount in dollars of the Dividend Amount;

C is the Price Cap in respect of the relevant Dividend, or, if there is no Price Cap for the relevant Dividend, C is equal to M; and

M is the amount in dollars per share of the Market Price reduced by the discount (as determined by the Board in its absolute discretion and announced to ASX on the day a Dividend is determined to be payable).

Ranking of Shares:

New Shares issued under the Plan will rank equally in all respects with all Shares on issue.

No Costs:

New Shares issued to Participants under the Plan will be allotted free of any brokerage, commission, stamp duty and other transaction costs.

Holding Statements:

Holding Statements will be issued to Participants as soon as practicable after the New Shares are issued under the Plan.

Modification of Rules:

The Board may modify the Rules of the Plan from time to time and at any time as it considers appropriate.

Suspension or Termination:

The Board may suspend or terminate the operation of the Plan in its absolute discretion from time to time and at any time it considers appropriate in relation to dividends in the future.

Time periods for election

If you wish to participate in the Plan in respect of some or all of your Shares, your Election Form must have been received by the Company’s Share Registry by no later than 5pm on the Record Date for the relevant dividend.

If you elect to participate in the Plan, once you have submitted an Election Form electing which of your Shares will participate in the Plan, you cannot vary that election other than by submitting a Variation Notice prior to 5pm on the Record Date for that dividend. Accordingly, any Variation Notice you submit after that time will only apply in respect of subsequent dividends.

Variation of election

Subject to the Rules of the Plan (and the statements above regarding ‘Time Periods for Election’), if you wish to vary your previous election you may do so by delivery to the Company’s Share Registry of a Variation Notice by the Record Date for the relevant dividend.

Eligibility to participate

Subject to any applicable law and the absolute discretion of the Board noted below, all Shareholders are eligible to participate in the Plan.

However, the Board in its absolute discretion may determine that a Shareholder is not eligible to participate in the Plan if they have a registered address in a country or place where the opportunity to participate in the Plan or the issue of New Shares under the Plan would or might be unlawful, impossible or impracticable. Without limitation to the Board's discretion, the Board has determined that shareholders with registered addresses outside Australia and New Zealand are not eligible to participate in the Plan.

Summary of tax position

Residents:

Under the DRP, participating Shareholders who are resident in Australia will be taken, for taxation purposes, to have received a cash dividend and then paid it back to Plan B to subscribe for New Shares. The Company's understanding is that:

- i. New Shares issued under the DRP are treated as having been purchased by the reinvestment of cash dividends for the purposes of the Australian dividend imputation system. A participant in the DRP will therefore be subject to tax on the same basis as a recipient of cash dividends. Accordingly, where the Company declares "franked dividends", a participant in the DRP will be treated as receiving franked dividends to which "franking rebates" (i.e. tax credits) attach for Australian income tax purposes. "Top-up tax" may be payable at the difference between the corporate tax rate of 30% upon which the franking rebate is based and the individual marginal tax rate of the relevant Shareholder. This "Top-up tax" will apply to all Australian resident Shareholders, regardless of whether they participate in the DRP in respect of some, all or none of their Shares; and

- ii. New Shares issued under the DRP will, in general, be subject to Australian capital gains tax upon disposal. The cost base of the New Shares issued under the DRP will be calculated for capital gains tax purposes on the basis that the New Shares were acquired at a cost equal to the cash value of the dividend which is applied to pay for the New Shares under the DRP. The acquisition date of the New Shares for capital gains tax purposes will be the date of issue of the New Shares under the DRP.

Non Residents:

A Shareholder who is non-resident in Australia for tax purposes ("Non-resident") should not be subject to Australian tax on receipt of the relevant dividend the subject of the Plan. A Non-resident is not able to make use of franking credits to reduce Australian tax on other income. In addition, a Non-resident will not be subject to dividend withholding tax on the relevant dividend to the extent that the dividend is franked. If the dividend is not franked, dividend withholding tax at the rate of 30% (or, if paid to a resident of a country with which Australia has a double tax agreement, the lower rate specified in the agreement) may be withheld from the dividend and paid to the Australian Taxation Office. The capital gains tax consequences of participation by a Non-resident in the Plan would be as described above for residents, although most Non-residents would not in any event be subject to Australian capital gains tax in respect of their Shares.

Independent Tax Advice:

The above comments concerning the taxation position of Shareholders are necessarily general in nature and Shareholders should seek and rely upon their own professional taxation advice in relation to the Plan.

The precise taxation position of a Shareholder under the Plan will depend upon the particular circumstances of the Shareholder. Specifically, this summary does not address taxation issues relevant to Shareholders in special circumstances, such as share traders or persons carrying on an investment business. The sole purpose of this summary is to outline the basic features of the Plan. Shareholders should not rely upon this summary for taxation purposes, and neither the Company nor any of its officers or advisers nor the Company's Share Registry accepts liability or responsibility in respect of any statement concerning taxation consequences, or in respect of the taxation consequences themselves.

Dividend Reinvestment Plan Rules

Plan B Group Holdings Limited

ABN 36 124 951 337

1. Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

“**ASX**” means ASX Limited ABN 98 008 624 691;

“**Board**” means the board of directors of the Company;

“**Business Day**” means a day upon which the Australian Securities Exchange operated by ASX is open for trading in securities;

“**Company**” means Plan B Group Holdings Limited ABN 36 124 951 337;

“**Constitution**” means the constitution of the Company;

“**Corporations Act**” means the Corporations Act 2001 (Cth);

“**Dividend**” means a dividend determined by the Board of the Company to be payable in respect of Shares;

“**DRP**” or “**Plan**” means the Plan B Group Holdings Limited Dividend Reinvestment Plan adopted by the Board and regulated by these Rules;

“**Dividend Amount**” has the meaning set out in clause 4.3;

“**Election Form**” means a written election to participate in the DRP signed by a Shareholder (or each Shareholder in the case of a joint shareholding) in accordance with clause 3.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with or form part of, a Variation Notice;

“**Full Participation**” has the meaning set out in clause 3.2 (a);

“**Market Price**” means the volume weighted average market price (on an ex-dividend basis) of Plan B Shares during the five ASX trading days immediately preceding and inclusive of the Record Date for the relevant dividend provided, however, that if:

a. no sales are recorded over the aforementioned period; or

b. in the reasonable opinion of the Board, the market for Shares in the Company is affected by any unusual or extraordinary trading or circumstances during that period,

the “**Market Price**” will mean the fair ex-dividend market value of a Share given the relevant circumstances as reasonably determined by the Board of Directors in its absolute discretion;

“**Non-Participating Share**” means a Share that is not a Participating Share;

“**Partial Participation**” has the meaning set out in clause 3.2 (b);

“**Participant**” means a Shareholder in respect of the Shareholder’s Participating Shares;

“**Participating Share**” means a Share in respect of which the Board has determined to allow a Shareholder to participate in the DRP;

“**Participation**” means Full Participation or Partial Participation as the case requires;

“**Price Cap**” means the price determined by the Board, in its absolute discretion to be the maximum price (if any) in dollars per New Share at which shares will be issued pursuant to the DRP, and which will be announced to ASX on the day a Dividend is determined by the Board to be payable;

“**Record Date**” means the record date for a particular Dividend, as determined by the Board and notified by the Company to ASX;

“**Register**” means the Company’s register of members maintained under sections 168 and 169 of the Corporations Act;

“**Rules**” means these Rules as may be amended from time to time pursuant to clause 13;

“**Share**” means a fully paid ordinary share in the capital of the Company;

“**Shareholder**” means, subject to clause 1.4, a person or entity whose name is (or in the case of a joint shareholding, all the persons or entities whose names are) entered in the Register as the holder of a Share;

“Share Registry” means Computershare Investor Services Pty Limited ABN 48 078 279 277 or such other share registry as the Company may from time to time determine by notice to Participants; and

“Variation Notice” means a written notice signed by a Shareholder (or each Shareholder in the case of a joint shareholding) in accordance with clause 8.1 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with, or form part of an Election Form.

1.2 General

In these Rules, unless the context otherwise requires:

- a. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- b. the singular includes the plural and vice versa;
- c. a reference to any gender includes all genders;
- d. a word denoting an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- e. references to clauses are to clauses of these Rules;
- f. an expression defined in these Rules has the same meaning throughout;
- g. a reference to any document is to that document (and, where applicable, any of its provisions) as amended, supplemented or replaced from time to time; and
- h. a reference to “dollars” or “\$” is to Australian currency.

1.3 Headings

In these Rules, headings are for convenience of reference only and do not affect interpretation.

1.4 Separate Shareholder Reference Numbers

Please note that if your Shares are held under different shareholder reference numbers (SRN) or holder identification numbers (HIN) on the Company’s share register, you will need to complete an Election Form in respect of each separate SRN and HIN.

Where a Shareholder is, in respect of a distinct number of Shares held by that Shareholder, shown in the Register with separate shareholder reference numbers (“SRN”) or holder identification numbers (“HIN”), for the purpose of these Rules the Shareholder is taken to be a separate and distinct Shareholder in relation to each such SRN and each such HIN and any Shares that may from time to time be entered in the Register in relation to that SRN or HIN.

2. Participation in the plan

2.1 Optional Participation

Participation in the DRP by a Shareholder is optional.

2.2 Eligible Shareholders

Except as provided in clause 2.3, each Shareholder is eligible to participate in the DRP subject to:

- a. these Rules and the Constitution;
- b. if the Shareholder resides, or is shown in the Register as having an address, outside Australia, any applicable law of Australia or any other country; and
- c. any limitation on shareholding in the Company or participation in the DRP imposed by any law.

2.3 Ineligible Shareholders

The Board in its absolute discretion may determine that a Shareholder is not eligible to participate in the DRP for any reason, including if the registered address of that Shareholder is in a country or place where the opportunity to so participate or the issue of New Shares under the DRP would or might be unlawful, impossible or impracticable.

3. Extent of participation

3.1 Election to Participate

An election to participate in the DRP may, subject to these Rules, only be made by a Shareholder giving an Election Form to the Company. In order to be eligible to participate in the DRP in respect of a particular Dividend, Shareholders must ensure that a valid Election Form is received by the Share Registry prior to 5pm on the Record Date for the relevant Dividend.

3.2 Extent of Participation

Subject to these Rules, an eligible Shareholder may participate in the DRP in respect of either:

- a. all Shares entered in the Register in the Shareholder's name ("Full Participation"); or
- b. a specific number of the Shares entered in the Register in the Shareholder's name ("Partial Participation").

3.3 Election to Participate

A Shareholder must specify in an Election Form the extent to which the Shareholder wishes to participate in the DRP by specifying either:

- a. Full Participation; or
- b. Partial Participation.

3.4 Full Participation

In the case of Full Participation, all Shares:

- a. entered in the Register in the name of an eligible Shareholder prior to the Record Date for a particular Dividend; and
- b. all Shares subsequently entered in the Register in the eligible Shareholder's name prior to the Record Date for any subsequent Dividend,

may be subject to the DRP in respect of the relevant Dividends, subject to the Board's discretion to exclude a Shareholder from Participation or to suspend the Plan.

3.5 Partial Participation

In the case of Partial Participation, only the number of Shares entered in the Register in the Shareholder's name that the Shareholder has specified as being Participating Shares in an Election Form or a Variation Notice received by the Share Registry prior to 5pm on the Record Date for a relevant Dividend can participate in the DRP in accordance with clause 3.2(b).

3.6 Deemed Full Participation

By submitting an Election Form which does not specify the extent of Participation in the DRP, a Shareholder acknowledges that they will be deemed to have elected for Full Participation.

4. Operation of DRP

4.1 Commencement of DRP

The DRP will commence operating in respect of Dividends determined to be payable on or after 11 August 2009, being the date on which the Board of the Company resolved to implement the DRP.

4.2 Application of DRP

The DRP will operate in respect of each Dividend determined and paid by the Company after the date referred to in clause 4.1 unless otherwise determined by the Board from time to time.

4.3 Application of Dividend

The value of all Dividends payable in respect of all Participating Shares held by a Participant for a particular Dividend (less any deductions or withholdings required by law in which case clause 6.2 applies and subject to any liens or charges the Company has over any part of a Dividend) (the "Dividend Amount") will be applied by the Company on the Participant's behalf in subscribing for, and the Company will issue to the Participant, the number of New Shares ("NS") determined in accordance with the following formula:

$$NS = N \text{ divided by the lower of } C \text{ and } M$$

Where:

N is the amount in dollars of the Dividend Amount;

C is the Price Cap in respect of the relevant

Dividend, or, if there is no Price Cap for the relevant Dividend, C is equal to M; and

M is the amount in dollars per share of the Market Price reduced by the discount (as determined by the Board in its absolute discretion and announced to ASX on the day a Dividend is determined to be payable).

Notwithstanding the formula in this clause, the Board may, in its absolute discretion, determine the maximum number of New Shares to be issued to each Participant under the DRP. In that case, the balance of the Dividend Amount which has not been applied in subscribing for New Shares will be paid to the relevant Participant as a cash Dividend.

4.4 Whole Number

If any number of New Shares determined in accordance with the formula in clause 4.3 is not a whole number, that number is to be rounded down to the nearest whole number.

4.5 Full Payment of Dividend

Where a Dividend in respect of which the DRP is operating is paid as contemplated by clause 4.3 by the issue of New Shares that issue constitutes full and final payment by the Company of the Dividend to the relevant Participating Shareholder, and full and final satisfaction of the Participating Shareholder's entitlement in respect of that Dividend.

4.6 Less than one Share

Clause 4.3 does not apply in respect of a Participant where the number determined in accordance with the formula in clause 4.3 is less than one, in which case no Shares are to be issued under the DRP to that Participant and the Participant is to be paid the Dividend Amount in cash.

5. Shares issued under the DRP

New Shares issued under the DRP to a Participant:

- a. are issued in accordance with the Constitution; and
- b. rank equally in all respects with existing Shares of the same class.

Immediately after the issue of New Shares under the DRP, the Company must enter the Participating Shareholder in the Register as the holder of the New Shares.

Without limiting a Participant's right to deal with New Shares, Participants acknowledge that Plan B does not issue New Shares under the Plan with the intention of Participants selling the New Shares, and that Plan B's preference is that Participants hold New Shares as a medium to long term investment.

6. Costs to participants

6.1 Transaction Costs

Except to the extent required by law (in which case clause 6.2 applies), no brokerage, commission, stamp duty or other transaction costs will be payable by a Participant in respect of the issue of New Shares under the DRP. However, Participants may be required to pay tax on all Dividends, and should take their own professional tax advice.

6.2 Deduction of Costs

Where any law requires on any occasion the payment of any amount in respect of an issue of New Shares to a Participant under the DRP, that amount is to be deducted from the Dividend Amount which would, but for the Participation of the Participant, be available to be applied to the subscription for New Shares under clause 4.3 and will be paid by the Company as required by that law.

7. Statements to participants

After each issue of New Shares made under clause 4.3, the Company will forward to each Participant a statement detailing, as at the date of that issue:

- a. the number of the Participant's Participating Shares as at the relevant Record Date;
- b. the Dividend Amount in respect of the relevant Dividend;
- c. the amount of any deductions made under clause 6.2 in respect of the relevant Dividend; and
- d. the number of New Shares issued to the Participant under the DRP in respect of the relevant Dividend.

8. Variation or termination of participation

8.1 Variation of Participation

Subject to clause 9, a Participant may, by giving a valid Variation Notice to the Share Registry prior to the Record Date for a particular Dividend:

- a. increase or decrease the number of the Participant's Participating Shares; or
- b. terminate the Participant's Participation in the DRP.

8.2 Death of Participant

If a Participant dies or becomes bankrupt, Participation by the Participant and any other Participants with whom the deceased or bankrupt was a joint Participant will automatically terminate with effect from the time the Share Registry receives notice of the death or bankruptcy of that Participant as the case may be.

9. Transfer of participating shares

9.1 Transfer of all Shares

Where a Participant transfers all of the Participant's Shares, the Participant is treated as having given notice to the Company to terminate the Participant's Participation in the DRP on the date the Company registers the relevant transfer or instrument of disposal of the Participant's Shares.

9.2 Transfer of some Shares

Where a Participant who is Partially Participating in the DRP transfers some of the Participant's Shares, the Shares so transferred are taken to comprise:

- a. Non-Participating Shares of that Participant (if any); and
- b. to the extent that the number of Shares transferred is greater than the total number of Non-Participating Shares held by that Participant, the Shares transferred will comprise Participating Shares.

9.3 Different Priority

Where a Participant transfers some of the Participant's Shares, and wishes those Shares to be comprised other than as specified in clause 9.2, the Participant may deliver a notice to the Share Registry specifying that particular Shares (whether Participating Shares or otherwise) shall be the subject of a particular transfer. Such a notice will not be of any effect unless:

- a. it is received by the Share Registry prior to the registration of the Share transfer to which the notice relates; and
- b. it provides details sufficient to identify the transfer to which the notice relates including, but not limited to:
 - i. the Shareholder's SRN or HIN;
 - ii. the date on which any relevant instrument of transfer was executed or on-market sale was entered into; and
 - iii. the number of Shares concerned; and
- c. it states the number of Participating Shares which the Shareholder wishes to be the subject of the transfer; and
- d. it is signed by or on behalf of the Shareholder in such manner as the Company may require.

9.4 Cessation of Participation

Unless otherwise determined by the Board in its absolute discretion, a Participating Share will not cease to be a Participating Share pursuant to a Share transfer unless or until the transfer has been registered in accordance with the Constitution and any other relevant legal requirements.

10. Election and notices

10.1 Form

Election Forms, Variation Notices and (where applicable) notices referred to in clause 9.3 must be in writing and must be in the form prescribed or approved by the Board from time to time.

10.2 Effectiveness of Notices

Notices under these Rules (including, without limitation, Election Forms, Variation Notices and notices referred to in clause 9.3) will be effective on receipt by the Share Registry subject to:

- a. these Rules;
- b. in the case of Election Forms, Variation Notices or notices referred to in clause 9.3:
 - i. approval by the Board which may be withheld in any case in its absolute discretion;
 - ii. the appropriate entry having been made in the Register in respect of the Participating Shares to which the Election Form, Variation Notice or notice referred to in clause 9.3 relates to record the Participation of the Participant in the DRP, or the variation of the Participation of the Participant in the DRP or the transfer (as the case requires);
 - iii. receipt by the Share Registry by not later than 5.00pm on the Record Date in respect of the relevant Dividend; and
 - iv. any other restrictions as to the period of notice which the Board may from time to time impose.

10.3 Time takes effect

Where an Election Form, Variation Notice or notice referred to in clause 9.3 has been approved and the appropriate entry has been made in the Register, the Election Form, Variation Notice or notice referred to in clause 9.3 shall take effect as from the time at which the entry was made.

10.4 Approval

Approval of an Election Form, Variation Notice or notice referred to in clause 9.3 may be withheld in any case at the absolute discretion of the Board, including, without limitation, if the Board has determined that approval of that Election Form, Variation Notice or notice referred to in clause 9.3 would prejudice the effective operation of the DRP or otherwise be contrary to law.

10.5 Notice by Transferee or Transmittor

An Election Form, Variation Notice or notice under clause 9.3 given by a transferee of Shares (including on transmission under clause 8.2) may be treated by the Company as an effective notice for the purposes of these Rules notwithstanding that the Shares were not registered in the name of the transferee at the time the Election Form, Variation Notice or notice under clause 9.3 was given.

10.6 Invalid Notices

The Company is under no obligation to correct invalid Election Forms, Variation Notices or notices under clause 9.3 on behalf of Shareholders, but may accept them in its absolute discretion.

10.7 Notice by Company

A notice required by these Rules to be given to Shareholders may be served on Shareholders at such time as the Board thinks fit:

- a. by despatch of the notice in writing to each Shareholder in accordance with the Constitution; or
- b. by, to the extent required by law, public announcement of the notice to ASX (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to ASX); or
- c. both the methods specified in paragraphs (a) and (b) immediately above (in which case the date on which the notice is deemed to be served on Shareholders shall be the date on which the notice is first announced to ASX).

11. Stock Exchange Listing

While the Company's Shares are quoted by ASX, the Company must apply for official quotation by ASX of all New Shares issued under the DRP.

12. Suspension of Plan

12.1 Suspension

The Board in its absolute discretion may suspend the operation of the DRP including (but not limited to) when in the opinion of the Board the continued operation of the DRP is impractical or may be prejudicial to the Company or Shareholders.

12.2 Period of Suspension

Suspension of the DRP shall take effect on and from the time the Board so resolves and shall continue until a time the Board resolves that the DRP shall recommence or be terminated. The Company will notify Shareholders of the date of any recommencement or termination of the DRP.

12.3 Effect of Suspension

As of the date of suspension of the DRP, any Shares which were Participating Shares immediately prior to that date will cease to participate in the DRP and accordingly will cease to be Participating Shares. During the period of the suspension of the DRP, no Shares will participate in the DRP, and no Shares shall be Participating Shares for the purposes of these Rules.

12.4 Recommence DRP

The Board may resolve to recommence the suspended DRP at any time on such conditions as it thinks fit. The Company will notify Shareholders of the date of recommencement and any conditions relating to any recommencement.

13. Modification and Termination of the DRP

13.1 Modification or Termination of DRP

The DRP may be varied, modified or terminated by the Board in its absolute discretion (subject to the Constitution) at any time. The Company will notify Shareholders of any such variation, modification or termination.

13.2 Effect of Modification

A Participant will be taken to continue to participate in the DRP as varied or modified unless the Company is notified to the contrary by the Participant giving the Company a Variation Notice.

14. General

14.1 Dispute Resolution

The Board may settle, in the manner it considers appropriate, any difficulties, anomalies or disputes which may arise in connection with, or by reason of the DRP (or its operation) whether generally or in relation to any Participant or any Shares and the decision of the Board is conclusive and binding on all Participants and other persons to whom the decision relates.

14.2 Entries Conclusive

Subject to clause 12, any entries which have been made in the Register in respect of a Participant at any time pursuant to these Rules shall be conclusive in determining whether or not a Share is a Participating Share and whether the holder of the Share at that time has the corresponding rights that attach under these Rules to a Participating Share.

14.3 Errors in Register

Neither the Company, the Share Registry or any of their respective officers, employees or advisers will be liable in any way whatsoever to Shareholders for errors or omissions in the making of entries in the Register pursuant to these Rules or in the administration of the DRP.

14.4 Omission to give notice

The accidental omission to give notice of re-commencement, variation, modification, suspension or termination or the non-receipt by any Shareholder of any notice will not invalidate the re-commencement, variation, modification, suspension or termination of the DRP.

14.5 Taxation

The Company takes no responsibility for the taxation liabilities or arrangements of Shareholders and as individual circumstances may vary considerably, Shareholders should obtain their own specific taxation advice with respect to Dividends and the DRP.

14.6 Waive Compliance

The Board reserves the right to waive strict compliance with any of the provisions of these Rules.

14.7 Governing Law

The DRP and its operations and the terms and conditions set out in these Rules shall be governed by the laws of Western Australia.

This page has been left blank intentionally



Plan B Group Holdings Limited
ABN 36 124 951 337

Level 28 Central Park
152 - 158 St Georges Tce
Perth Western Australia
Telephone (08) 9324 6000
Facsimile (08) 9481 6148

Postal Address
PO Box 7008
Cloisters Square
Perth WA 6850

www.planbgroupholdings.com

0909