

THORNEY OPPORTUNITIES LTD

Dividend Reinvestment Plan Rules

This document does not constitute an offer of shares and does not give the right to any person to invest in securities in any jurisdiction in which it would not be lawful to make such an offer or give such a right.

This is not investment advice and does not take into account the investment objectives, financial situation and particular needs of an investor. You should consult your financial or other professional adviser prior to making a decision on whether or not to participate in this dividend reinvestment plan.

This plan is dated 24 August 2015.

Version 1.2 Revised 30 January 2017

Thorney Opportunities Ltd

Dividend Reinvestment Plan Rules

These Dividend Reinvestment Plan Rules were approved by the Board of Thorney Opportunities Ltd on 24 August 2015.

1. Participation in the Dividend Reinvestment Plan (DRP)

- 1.1. Participation in the DRP is subject to these Rules.
- 1.2. Participation in the DRP is optional at the election of each Shareholder unless a Shareholder is otherwise excluded from participation under these Rules. Participation in the DRP is not transferrable.
- 1.3. Any Shareholder having a registered address or being resident in a country other than Australia and New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in such country. The Board has the discretion to determine whether any such Shareholder is excluded from the DRP.
- 1.4. The Board has the discretion to refuse to accept a Shareholder's participation in the DRP and to suspend or withdraw a Shareholder's participation in the DRP if the Board considers that the participation of that Shareholder might lead to foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in Thorney Opportunities for the purposes of any foreign investment legislation or that the Shareholder is a person whose participation, or to whom the making of an offer or invitation to participate, in the DRP would, in the opinion of the Board, be unlawful, impractical, impossible, would require the issue of a prospectus or other offer document or would have an adverse effect on the regulatory approvals or licences which Thorney Opportunities holds or for which it intends to apply.

2. Application to participate

- 2.1. Application to participate in the DRP is to be made on a DRP Notice. To participate in the DRP for a particular dividend, a duly completed DRP Notice must be received by the Share Registry no later than the Business Day after the Record Date for that dividend.
- 2.2. DRP Forms and Variation Forms must be completed by a participant separately in respect of each holding of Shares identified by a separate holder number in the books of Thorney Opportunities.
- 2.3. Election Forms and Variation Forms will be effective on receipt by the Company subject to:
 - (a) these Rules; and
 - (b) receipt by the Company on or before 5.00pm on the relevant date specified by the Board, which such date must be on or before the first Business Day after the Record Date.

3. Level of participation

- 3.1. A Shareholder may elect to participate in the DRP either in full or partial. A Shareholder must specify in the DRP Notice the degree to which it wishes to participate in the DRP by indicating full participation or indicating how many Shares it wishes to have participate in the DRP for partial participation.
- 3.2. Under full participation, all Shares registered in the Participant's name under the relevant SRN or HIN from time to time, including Shares issued pursuant to the DRP, will participate in the DRP.
- 3.3. Under partial participation, only that number of Shares specified in the DRP Notice by the Shareholder will participate in the DRP. If at the relevant Record Date the number of Shares held by the Participant is less than the number of Shares specified as participating in the DRP, then the DRP in respect of that dividend payment will apply to the lesser number of Shares. Where a Shareholder is a partial Participant, all Shares subsequently acquired by the Shareholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Shareholder alters their participation level in accordance with clause 8.

3.4. If a DRP Notice does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation. Thorney Opportunities is not liable to any Securityholder for any loss, damage or claim in respect of either the Shareholder's participation pursuant to the exercise or manner of exercise by the Company under this clause.

A DRP Notice must be lodged for each shareholding account (identified by the relevant SRN or HIN) which a Shareholder wishes to participate in the DRP, and each shareholding account of a Shareholder will be treated separately for all purposes under the DRP.

4. Operation of the DRP

4.1. Each dividend which is payable to a Participant in respect of Shares subject to the DRP and which is available for payment to the Participant will be applied by Thorney Opportunities on the Participant's behalf in acquiring or subscribing for additional Shares.

4.2. For each dividend, the Board in their complete discretion will determine whether to issue new Shares or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of Thorney Opportunities under these Rules. The Board may also in its discretion arrange for the DRP to be fully or partially underwritten in respect of any dividend.

4.3. If the Board determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such manner as the Board considers appropriate.

4.4. Thorney Opportunities will establish and maintain a DRP account for each Participant.

4.5. Thorney Opportunities will in respect of each dividend payable to a Participant:

- (a) determine the amount of the dividend payable (less withholding tax if applicable) in respect of that Participant's Shares subject to the DRP;
- (b) credit the amount to the Participant's DRP account;
- (c) determine the maximum whole number of additional shares which may be acquired under the DRP at the Price using the amount (including any retained cash balance) in the Participant's DRP account;
- (d) on behalf and in the name of the Participant, allot or cause the transfer of the number of additional Shares calculated under clause 4.5(c) and debit the Participant's DRP account with the total of the subscription price or the acquisition amount (as the case may be) for the additional Shares; and
- (e) retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.5(d).

4.6. The Shares will be transferred or allotted under the DRP at the Price less a discount (if any) determined by the Board from time to time (which such discount should not exceed 10% of the Price). For the purpose of these rules, the Price means the arithmetic average of the daily volume weighted average market price (rounded to the nearest Price Step) of all Shares sold through a Normal Trade on the ASX automated trading system during the five Trading Day period commencing on:

- (a) If some or all of the Shares to be provided to Participants are to be by way of transfer, the third Trading Day following the relevant Record Date; or
- (b) If all of the Shares are to be provided to Participants by way of issue of new Shares, the second Trading Day following the relevant Record Date, or in either case, such other period commencing before or after the Record Date as the Board may determine from time to time and announce to the ASX.

4.7. Normal Trade means all trades excluding trades defined in the ASX Market Rules as “Special Crossings”, crossings prior to the commencement of normal trading or during the closing phase or after hours adjustment phase, trades pursuant to the exercise of options over Shares, overnight crossings and any other trade determined by the Board in its complete discretion to not be reflective of normal trading in Shares.

4.8. The weighted average market price referred to above will be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for the purpose from time to time. The determination by the Board or some other person nominated by the Board of the price will be binding on all Participants.

5. Issue or transfer of Shares under the DRP

5.1. Shares issued under the DRP will be issued in accordance with the ASX Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.

5.2. Shares issued or transferred under the DRP will be issued or transferred on, or as soon as practicable after, the relevant dividend payment date and will be registered on the register where the Participant’s holding of Shares is currently registered.

6. Costs to Participants

No brokerage, commission, or other transaction costs will be payable by Participants in respect of Shares transferred or issued under the DRP. However, Thorney Opportunities does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

7. DRP statements

On, or as soon as practicable after, each dividend payment date, Thorney Opportunities will send to each Participant a statement detailing:

- (a) the number of the Participant’s Shares subject to the DRP as at the relevant Record Date;
- (b) the amount of dividend payable to the Participant (less withholding tax if applicable) in respect of the Shares subject to the DRP;
- (c) the amount in the Participant’s DRP account immediately prior to the payment of the relevant dividend;
- (d) the number of Shares transferred or allotted to the Participant under the Rules of the DRP;
- (e) the cash balance (if any) retained in the Participant’s DRP account after deduction of the amount payable for the issue or transfer of the additional Shares; and
- (f) the Participant’s total holding of Shares after the issue or transfer of additional Shares.

8. Variation or termination of participation

8.1. Subject to clause 12, a Participant may at any time give a DRP Notice to the Share Registrar:

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

8.2. In order for an alteration or termination to take effect in respect of a particular dividend, then a duly completed DRP Notice must be received by the Share Registrar no later than the Business Day after the Record Date for that dividend.

8.3. If a Participant increases the level of participation in the DRP to full participation, all of the Participant's Shares as at the date of the DRP Notice and all Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.

8.4. If a Participant increases or decreases the level of participation in the DRP to below full participation, only that number of Shares specified in the DRP Notice will participate in the DRP and no Shares subsequently acquired by the Participant (including Shares acquired under the DRP) will participate in the DRP.

8.5. If a Participant dies, participation in the DRP will be terminated upon receipt by Thorney Opportunities of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by Thorney Opportunities 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 one or more joint holders will not automatically terminate participation.

8.6. On termination of participation for whatever reason, Thorney Opportunities will forward to the Participant or the Participant's legal representative a statement of the Participant's DRP account made out to the date of termination.

8.7. On termination of participation for whatever reason, including deemed termination of participation under clause 9.3, a Participant will be taken to have directed Thorney Opportunities to donate the cash balance (if any) in the Participant's DRP account as at the date of termination on behalf of the Participant to a registered charity nominated by the Board from time to time.

8.8. Participants will not be issued with a receipt in connection with such a donation.

9. Reduction or termination of participation where no notice is given

9.1. Where all of a Participant's Shares are subject to the DRP and the Participant disposes of part of those Shares then, unless the Participant advises Thorney Opportunities otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.

9.2. Where some of a Participant's Shares are subject to the DRP and the Participant disposes of part of that shareholding, then unless the Participant advises Thorney Opportunities otherwise, the Shares disposed of will be deemed to be Shares not participating in the DRP. If the number of Shares disposed of is more than the number of the Participant's Shares not participating in the DRP, the disposal will be deemed to include all the Participant's shareholding not participating in the DRP, and the balance (if any) will be attributed to Shares participating in the DRP.

9.3. Where a Participant disposes of all Shares without giving Thorney Opportunities notice of termination of participation, the Participant will be deemed to have terminated participation in the DRP with respect to the shareholding on the last date Thorney Opportunities registered a transfer or instrument of disposal of the Participant's holding.

10. Variation, suspension, recommencement and termination of the DRP

10.1. The DRP may be varied, suspended, recommenced or terminated by the Board at any time. The variation, suspension, recommencement or termination will take effect on the date specified by the Board. The Board may give written notice of any such variation, suspension, recommencement or termination as it considers appropriate. A variation, suspension, recommencement or termination of the DRP will not be invalidated by the accidental omission to give notice of the variation, suspension, recommencement or termination to a Shareholder and will not give rise to any liability on the part of, or right or action against, the Board or Thorney Opportunities Ltd.

10.2. A Participant continues to participate in the DRP following any variation, suspension or recommencement of the DRP unless Thorney Opportunities is notified in writing to the contrary by the Participant.

11. Securities exchange listings

Thorney Opportunities will apply from time to time (as new Shares are issued under the DRP) for the new Shares issued under the DRP to be listed for quotation on ASX.

12. Governing law

This Plan, its operation and these rules are governed by the laws of the State of Victoria and each Shareholder submits to the jurisdiction of the Courts of that State and the Courts which may hear appeals from those Courts.

13. Applications and notices

13.1. Applications and notices to Thorney Opportunities must be in writing and in accordance with the forms prescribed by Thorney Opportunities from time to time.

13.2. The applications and notices will be effective upon receipt by Thorney Opportunities Ltd's Share Registrar subject to:

- (a) these Rules;
- (b) in the case of applications, acceptance by Thorney Opportunities; and
- (c) receipt by Boardroom Pty Limited by 5.00 pm (Melbourne time) on the next Business Day after the relevant Record Date for determining entitlements to dividends.

13.3. Applications or notices received after 5.00pm (Melbourne time) on the next Business Day after the relevant Record Date will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

13.4. Except to the extent that these Rules expressly provide otherwise, Thorney Opportunities may provide notice under these Rules in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on Thorney Opportunities Ltd's website, announcement to ASX or mailed written notices) which the Board considers appropriate to bring the matter or event for which notice is required under these Rules to the notice of the Participants or Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

14. General

14.1. Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend Thorney Opportunities is entitled to retain, in whole or part, as a result of a charge, lien or similar right in favour of Thorney Opportunities in accordance with the Constitution of Thorney Opportunities or otherwise, will not be available for the purpose of participating in the DRP.

14.2. These Rules will be binding upon all Shareholders.

14.3. The Board may implement and administer the DRP in the manner the Board thinks fit. Without prejudice to the general powers of the Board under these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Shareholder or Participant or shareholding account or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.

14.4. The Board may delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of its powers or discretions arising under the DRP.

14.5. Neither Thorney Opportunities nor any officer of Thorney Opportunities will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.

15. Definitions

In these Rules, unless the context otherwise requires:

ASX means ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

ASX Listing Rules means the Listing Rules of the ASX as varied from time to time.

Board means the board of directors of Thorney Opportunities Ltd.

Business Day has the meaning given to that term from time to time in the ASX Listing Rules.

DRP means the Thorney Opportunities Ltd Dividend Reinvestment Plan as varied from time to time.

DRP Notice means a notice in such form as Thorney Opportunities may from time to time require.

HIN stands for Holder Identification Number and is used to identify a holding on the CHESS sub register.

Normal Trade has the meaning set out in clause 4.7.

Participant means a Shareholder whose application to participate in the DRP in respect of a particular shareholding has been accepted by Thorney Opportunities.

Price means the price at which Shares will be issued or transferred under the DRP as calculated in accordance with clause 4.

Price Step means the minimum bid increment that can be entered on a Trading Platform as set out in ASX Operating Rules.

Record Date means the date of closing of Thorney Opportunities' share register for determination of entitlements to dividends on Shares as notified by Thorney Opportunities to ASX, which must be at least 5 Business Days after the announcement of the record date.

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

Shares means fully paid ordinary shares in the capital of Thorney Opportunities Ltd.

Shareholder means a registered holder of Shares.

Share Registrar means Boardroom Pty Limited, Thorney Opportunities Ltd's share registrar.

SRN stands for Security holder Reference Number and is used to identify a holding on the issued sponsored sub-register.

Thorney Opportunities means Thorney Opportunities Ltd (ACN 080 167 264).

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