



Resimac Group Ltd

(ACN 095 034 003)

Dividend Reinvestment Plan

Dividend Reinvestment Plan amended 27 May 2014

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1. Eligibility

- 1.1. Any Shareholder is eligible to participate in this DRP unless the Shareholder's address, as it appears in the Company's register of members, is in a country or place other than Australia where, in the Director's opinion, in the absence of a prospectus or other formality, the offer of Shares under this DRP would or might be unlawful.
- 1.2. Shareholders who are ineligible to participate in this DRP, may participate in this DRP with the approval of the Directors, in the Directors' absolute discretion.

2. Participation

- 2.1. Participation in this DRP is optional and is subject to the terms of this DRP, the constitution of the Company (as amended from time to time), the Listing Rules, the Corporations Act 2001 and all other applicable laws.
- 2.2. If a Shareholder wishes to participate in this DRP, or vary the Shareholder's participation in ways permitted under this DRP, the Shareholder must complete the form enclosed herewith or such other form as is prescribed by the Directors for that purpose from time to time.

3. Level of Participation

- 3.1. A Shareholder may specify in the form completed under the preceding clause all or a specific number of the Shareholder's Shares, which the Shareholder wishes to participate in this DRP.
- 3.2. If an application to participate or to vary participation is received which does not specify the number of the Shareholder's Shares which the Shareholder wishes to participate in this DRP, then the application will be deemed to specify the whole of the Shareholder's Shares from time to time.
- 3.3. The number of Participant's Shares participating in this DRP at any point in time will be the number of Shares specified or deemed to be specified in the Shareholder's application to participate in this DRP, as may be varied from time to time in accordance with the terms of this DRP.
- 3.4. Dividends paid on Participating Shares will be reinvested in new Shares in accordance with this DRP.

4. Operation

- 4.1. Subject to the following clauses, each dividend (net of Withholdings, if any) payable to a Participant in respect of Participating Shares will be applied by the Company to subscribe for Shares at the Allocation Price on the Participant's behalf.
- 4.2. The number of Shares subscribed for by each Participant will be the Exact Number for the relevant dividend on the Participating Shares rounded down to the nearest number of Shares.
- 4.3. The company is not required to repay or retain for the Participant's benefit any notional balance remaining after the rounding down of the number of Shares subscribed for under this DRP. However,

if the total of the notional balances arising after the current issue and any previous issues under this DRP exceeds the Allocation Price in relation to the current issue then:

- 4.3.1. the Participant is entitled to receive one additional Share and the Exact Number applicable to that Participant for that dividend will be increased by one; and
 - 4.3.2. the notional balance will be reduced by the Allocation Price applicable to that additional Share.
- 4.4. This DRP will not operate in relation to a dividend where the Allocation Price for that dividend is less than any sum permitted by the Listings Rules for a Share or otherwise to the extent that the allotment or issue of Shares under this DRP would breach any applicable law, the Listing Rules, the Corporations Act 2001 or any provision in the Company's Constitution.
- 4.5. If this DRP does not operate, the relevant dividend on Participating Shares must instead be distributed (net of Withholdings, if any) in cash to Participants in the same way as to Shareholders not participating in this DRP.

5. Allotment of Shares

- 5.1. Shares allotted under this DRP will rank equally with the existing Shares and must be allotted in accordance with the Listings Rules.

6. Changes in Shareholding

- 6.1. The number of Participant's Participating Shares will be the number determined in accordance with the last notification under this DRP, irrespective of increases which have occurred or may occur in the total number of Participant's Shares.
- 6.2. If a Participant with partial participation disposes of some of the Participant's Share then, unless the Participant advises the Company otherwise in writing in accordance with the following clause, the disposal will be deemed to include:
- 6.2.1. first, all the Participant's Shares not participating in this DRP; and
 - 6.2.2. secondly, some or all of the Participant's Shares which participate in this DRP (if any).

7. Changes to Participation

- 7.1. A Participant may at any time by notice in writing to the Company in a form prescribed by the Directors withdraw the Participant's participation in this DRP or, subject to this DRP, increase or decrease the number of Participant's Participating Shares.

8. Time for Notices

- 8.1. Notices and applications received by the Company will be effective in respect of a particular dividend if received on or prior to the first Business Day after the Record Date for that dividend.

9. ASX Listing

- 9.1. The Company will promptly apply for quotation on the ASX of all Shares allotted under this DRP.

10. Implementation, Modification, Suspension & Termination

- 10.1. The Directors may, at any time, declare that this DRP is available to Eligible Shareholders. The initial implementation of this DRP shall occur on the first such declaration by the Directors.
- 10.2. The Company will notify Eligible Shareholders who have not previously been given an opportunity to participate in this DRP that they may participate no more than 14 days before any Record Date in respect of any dividend where this DRP will operate. The Company will also send Eligible Shareholders who are not Participants an offer to participate in this DRP with any dividend notice in respect of future dividends where this DRP operates.
- 10.3. The Directors may, at any time, modify, terminate or suspend this DRP, on giving 60 days written notice to Participants of the modification, termination or suspension.
- 10.4. Any disputes or disagreements arising under or in relation to this DRP may be settled by the Directors in any way the Directors think appropriate. Any determination made by the Directors will be final and binding.

11. Costs

- 11.1. No brokerage, commission and other transaction cost (including stamp duty) will be payable by the Participants in respect of any allotment of Shares under this DRP.

12. Governing Law

- 12.1. This DRP will be governed by and construed in accordance with the laws of Western Australia.

13. Delegation

- 13.1. If the Company's Constitution permits, the Directors may delegate their obligation under this DRP to a committee.

14. Set Off

14.1. A Participant may not participate in this DRP where, in accordance with the Company's Constitution or any law, the Directors are entitled to retain all or part of a dividend payable in respect of that Participant's Participating Shares or the Company is entitled to a charge over such Participating Shares or over any dividend payable in respect of such Participating Shares, unless the Directors otherwise determine in their absolute discretion.

15. Definitions

15.1. In this DRP, the following terms have the following meanings:

ASX	means the Australian Stock Exchanges Limited (ACN 008 624 691).
Allocation Price	means 95% (or such greater percentage not exceeding 100% as the Directors may determine).
Business Day	has the meaning given to it in the Listing Rules.
Company	means Resimac Group Ltd (ACN 095 034 003).
Director	means the Board of Directors of the Company from time to time.
DRP	means this Dividend Reinvestment Plan of the Company conducted on the terms and conditions above as amended or varied from time to time.
Eligible Shareholders	means all Shareholders, apart from those detailed in clause 1.1.
Exact Number	in relation to a dividend, means the total amount of the dividend (net of Withholdings, if any) payable on the Participant's Participating Shares dividend by the Allocation Price in relation to that dividend.
Listing Rules	means the Listing Rules of the ASX.
Market Price	means, in relation to a dividend: <ul style="list-style-type: none"> (a) the weighted average sale price per Share of all Shares traded on the ASX for the Price Determination Period for that dividend; or (b) if no Shares are traded during the Price Determination Period, the last sale price recorded on the ASX prior to commencement of the Price Determination Period.
Participant	means a Shareholder participating in this DRP.
Participating Shares	means the number of Shareholder's Shares calculated in accordance with the notice lodged with the Company under this DRP.

Price Determination Period	means, in relation to a dividend, the period of five (5) Trading Days commencing on the second Business Day after the Record Date for that dividend.
Record Date	has the meaning given to it in the Listing Rules.
Shareholder	means a person registered in the Company's register of Shareholders as a holder of Shares.
Shares	means fully paid ordinary shares in the capital of the Company.
Trading Day	has the meaning given to it in the Listing Rules.
Withholdings	means withholding tax and other amounts (including without limitation, amounts withheld as a result of a failure to provide a tax file number), which the Company is required or permitted to withhold from a dividend payable on Participating Shares.
WST	means Western Standard Time.