

Dividend Re-Investment Plan

Qube Holdings Limited

ACN 149 723 053

Summary of the Dividend Re-Investment Plan

1. Introduction

The Dividend Re-Investment Plan (**Plan**) offers shareholders the opportunity to purchase additional shares in Qube Holdings Limited (**Company**) by reinvesting part or all of their periodic dividends.

The Directors consider it important that the Plan operates to the advantage of all shareholders, not only those that participate in the Plan. Therefore, the Directors will only operate the Plan where they have formed the view that the benefits derived from the capital raised through the Plan will exceed the costs associated with the Plan.

Accordingly, under the terms of the Plan the Directors have the ability to:

- (a) limit the amount of dividend which may be invested in subscription for shares under the Plan;
- (b) determine the discount to the weighted average market price that will be used to calculate the issue price for each issue of shares under the Plan; and
- (c) suspend, amend or terminate the Plan.

The following sections outline the way the Plan works and should be read in conjunction with the rules of the Plan. If you are interested in participating in the Plan you are encouraged to read the rules of the Plan in full.

2. Eligibility to Participate

Participation in the Plan is optional and is open to all shareholders resident in Australia and those who are resident outside Australia and who have produced to the Company such evidence as the Company may require to satisfy it that any necessary approvals of any government or governmental authority in relation to participation in the Plan have been obtained and that such participation is not contrary to any applicable laws of Australia or any other relevant jurisdiction.

3. How to Participate

Shareholders wishing to participate in the Plan that are eligible to do so should read this booklet and complete and return the application by writing, electronic communication or telecommunication, each of which must be capable of authentication. If necessary, consult your financial adviser before joining.

The Company may in its absolute discretion refuse any election to participate in the Plan.

If a shareholder has multiple share holding accounts in the Company, a separate application will be required for each account.

4. When Participation Begins

Subject to acceptance of your application by the Company, your participation in the Plan will, in general, begin with the first dividend paid after receipt of your application to participate. If your application is received after the close of the Company's share register for determination of entitlements to payment of a dividend, it will not be effective until the Company's next dividend.

5. Full or Partial Participation

Shareholders wishing to participate in the Plan can elect to participate in respect of all of the shares registered in their name or in respect of a specified number of such shares only. Accordingly, shareholders have two options when completing an application:

- (a) **Full Participation:** Dividends on all shares held by a shareholder (including any additional shares acquired in the future whether under the Plan or otherwise) will be reinvested in acquiring new shares under the Plan.
- (b) **Partial Participation:** The shareholder can nominate the number of shares which participate in the Plan. Only the dividends on those shares (and any new shares issued under the Plan in respect of those shares) will be reinvested in acquiring new shares under the Plan and shareholders will continue to receive cash dividends on the rest of their shares.

If an application does not clearly indicate the level of participation in the Plan, it will be deemed to be an application for full participation.

6. Shares Issued Under the Plan

Under the Plan, participating shareholders will be issued fully paid ordinary shares in the Company.

All shares allotted and issued under the Plan will rank equally in all respects with existing shares from the date of issue. After allotment, the Company will apply to have the shares issued under the Plan quoted on the ASX.

7. How the Plan Operates

When announcing a dividend, the Company will announce to the ASX Limited (**ASX**):

- (a) the amount of the dividend;
- (b) any limit on the amount of dividend which may be invested in subscription for shares under the Plan (if applicable);
- (c) the discount to weighted average market price that will be used to calculate the issue price for each issue of shares under the Plan; and
- (d) the closing date by which shareholders must lodge an election to participate or vary their Plan participation if they wish their election to take effect in respect of the current dividend period.

Following the end of a dividend period, the Company will determine each shareholder's net dividend entitlement.

8. Subscription Price

Shares allotted pursuant to the Plan to shareholders will be allotted at the volume weighted average market price of shares sold on the ASX during a period determined by the Directors from time to time as permitted by the Listing Rules, being a period of not less than 5 trading days, discounted by an amount determined by the Directors up to a maximum discount of 10%.

9. Disposal of Shares

If a participating shareholder elects for “Full Participation” and then sells some of its shares, the dividends on their remaining shares will continue to be reinvested under the Plan.

If a participating shareholder elects for “Partial Participation” and then sells some of its shares, the number of shares sold will be deemed firstly to be shares that are not participating in the Plan and, once they are all deemed to be sold, then secondly participating shares under the Plan.

10. Variation or Termination of Participation

Shareholders may vary their level of participation in the Plan or withdraw from the Plan at any time by giving notice in the form approved by the Company to the Company’s share registry.

The Company may in its absolute discretion refuse any variation of level of participation in the Plan (but not any withdrawal).

The variation (subject to acceptance by the Company) or termination will be effective in relation to any dividends in respect of which the close of the Company’s share register for determination of entitlements to payment of the dividend occurs after the notice is received.

11. Variation, Suspension and Termination of Plan

The Rules of the Plan may be varied by the Company at any time by notice on the Company’s website and by notice to ASX. If the Rules are varied, participating shareholders will continue to participate under the Plan and the Rules in their varied form will apply to them.

The Company may also suspend or terminate the operation of the Plan at any time by notice on the Company’s website and by notice to ASX. The Plan may be reinstated following a suspension at any time by notice on the Company’s website and by notice to ASX.

12. Brokerage and Commission

Shares acquired through the Plan will be issued free of brokerage and commission.

13. Plan Underwriting

Where the Directors consider it appropriate, the Company may periodically have the Plan underwritten.

14. Taxation

Under current Australian taxation laws, reinvested income will be regarded for tax purposes as if it were received in cash. Please refer to the Plan dividend statement for the details of each dividend.

The Company does not take any responsibility for the taxation liabilities of shareholders and it is suggested that you obtain independent advice concerning your taxation position.

Dividend Re-Investment Plan Rules

The following Rules contain the terms, provisions and conditions which apply in relation to the Qube Holdings Limited Dividend Re-Investment Plan (the **Plan**).

1. Interpretation

(a) In these Rules:

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

Company means Qube Holdings Limited (ABN 14 149 723 053).

Directors means the directors of the Company.

Dividend means a cash dividend or cash component of a dividend.

Eligible Member means a person registered as the holder of a Share:

- (i) whose address as it appears in the register of members of the Company is situated (and, in the case of a Share held jointly by two or more persons, all of whose addresses appearing in such register are situated) in Australia; or
- (ii) whose address as it appears in the register of members of the Company is situated (and, in the case of a Share held jointly by two or more persons, one of whose addresses appearing in such register is situated) outside Australia and who has produced to the Company such evidence as the Company may require to satisfy the Company that any necessary approvals of any governmental authority in relation to participation in the Plan have been obtained and that participation is not contrary to any applicable laws of Australia or any other relevant jurisdiction.

Listing Rules means the listing rules of ASX.

Participant means an Eligible Member who has applied to participate in the Plan and whose application has been accepted by the Company pursuant to Clause 3.

Plan Share mean a Share which is designated a plan share pursuant to Clause 3.

Register means the register established and maintained pursuant to Clause 4(a).

Share means an ordinary share fully paid from time to time in the capital of the Company.

Subscription Price means the subscription price determined in accordance with Clause 5(a).

(b) Subject to any express or implied contrary intention:

- (i) words importing the singular include the plural and vice versa;
- (ii) a gender includes all genders;
- (iii) words importing natural persons include corporations and vice versa; and
- (iv) references to Clauses are references to Clauses of these Rules.

2. Applications

- (a) No person other than an Eligible Member may apply to participate in the Plan.
- (b) Every Eligible Member who wishes to participate in the Plan must submit in accordance with Rule 10 an application form in such form as the Company may approve from time to time (the **Dividend Election Notice**).
- (c) An Eligible Member may elect in his dividend Election Notice to participate in the Plan in respect of:
 - (i) part only of the Shares of which he is registered holder at the time of receipt by the Company of his application including any Shares allotted to him pursuant to the Plan in respect of those Shares (the **First Alternative**); or
 - (ii) all Shares of which he is from time to time the registered holder including any Shares allotted to him pursuant to the Plan or otherwise and any Shares acquired by him (the **Second Alternative**),

and must nominate in his Dividend Election Notice which of the First or Second Alternatives he wishes to apply in respect of his application. If he nominates the First Alternative, he must specify the number of Shares in respect of which he seeks to participate in the Plan. If he fails to nominate an Alternative or, where he nominates the First Alternative, fails to specify the number of Shares in respect of which he wishes to participate, the application will be deemed to have been made in respect of the Second Alternative.

- (d) No Eligible Member may transfer his right to any allotment of Shares pursuant to this Plan.

3. Acceptance of Applications

The Company may in its absolute discretion accept or refuse any application made by an Eligible Member pursuant to Clause 2. The Company's acceptance of such an application must be denoted by the entry in the Register of the name of the Eligible Member applying and the other particulars required to be recorded in the Register pursuant to Clause 4(a). The Shares which are the subject of such an application become designated Plan Shares from that date.

4. Register

- (a) The Company must establish and maintain a register in which it will record, in respect of each Participant, particulars of:
 - (i) the Participant's name and address;
 - (ii) the number of the Participant's Plan Shares; and
 - (iii) any variation approved by the Company pursuant to Clause 6(a).
- (b) The Register is conclusive evidence of the matters recorded in it.

5. Investment of Dividends

- (a) Shares allotted pursuant to Clause 5(b)(v) will be allotted at a price which is the weighted average market price of Shares sold on ASX during a period determined by the Directors from time to time as permitted by the Listing Rules, being a period of not less than 5 trading days, discounted by an amount determined by the Directors up to a maximum discount of 10% (the **Subscription Price**).

- (b) In respect of each cash dividend from time to time due and payable to a Participant in respect of his Plan Shares, the Company must:
 - (i) determine the amount of cash dividend payable in respect of the Plan Shares of that Participant;
 - (ii) aggregate the amount so determined;
 - (iii) determine the maximum number of Shares which could be acquired by subscription by the application of that aggregate to the subscription for Shares at the Subscription Price;
 - (iv) on behalf of and in the name of the Participant subscribe for that number of additional Shares;
 - (v) allot that number of additional Shares to the Participant;
 - (vi) where the number of Shares ascertained in accordance with the provisions of Clause 5(b)(iii) results in a fraction, round the number of Shares so ascertained down to the nearest whole number; and
 - (vii) refund the balance of the amount contemplated by Clause 5(b)(ii) to the Participant without interest, except where the amount is less than A\$2.00 in which instance it will be retained by the Company or donated to charity.
- (c) All Shares allotted and issued under the Plan rank equally in all respects with existing Shares from the date of allotment.
- (d) Shares to be allotted under the Plan must be allotted within the time required by the Listing Rules.
- (e) Shares allotted under the Plan must be registered on a register where the Participant in respect of whom the Shares are allotted already holds Shares.

6. Variation or Termination of Participation

- (a) Participants may at any time apply to increase or decrease the number of their Plan Shares by submitting in accordance with Rule 10 a form from time to time approved for that purpose by the Company (**Variation Notice**) and the Company may, in its absolute discretion, approve or refuse such an application.
- (b) The Company's approval of a Variation Notice must be denoted by entry of the variation requested in the Register. The variation takes effect in accordance with Rule 10.
- (c) Participants may at any time submit in accordance with Rule 10 a notice of termination of their Participation in the Plan in such form as the Company may from time to time approve for that purpose (**Termination Notice**). The termination takes effect in accordance with Rule 10 and on the date it becomes effective, the Participant ceases to be a Participant and all Plan Shares held by that Participant cease to be Plan Shares.
- (d) If a Participant dies, participation by him and any other Participants with whom the deceased was a joint Participant is terminated on the date the Company receives notice of death of the deceased Participant.
- (e) If a Participant disposes of all of his Shares without giving the Company a Termination Notice and is not registered as the holder of any Shares when the Company's share register is next closed for determination of entitlements to a payment of a dividend, the

Participant is deemed to have terminated their participation on the last date when the Company registered a transfer or instrument of disposal of their Shares.

- (f) Where Participants dispose of less than the number of all Shares held by them:
- (i) if the Shares disposed of are in number less than or equal to the number of their Shares which are not Plan Shares, the Shares so disposed of are deemed to be Shares which are not Plan Shares;
 - (ii) if the Shares disposed of are more in number than the number of their Shares which are not Plan Shares, the Shares so disposed of are deemed to include all of their Shares which are not Plan Shares together with that additional number of their Plan Shares which is equal to the number calculated by subtracting from the number of Shares disposed of, the number of all their Shares which are not Plan Shares.

7. Stock Exchange Listing

The Company must make application promptly after each allotment of Plan Shares for quotation of such Plan Shares on the official list of ASX.

8. Limitation of Subscription

The Company may at any time by notice in writing to Participants limit the amount of dividend which may be invested in subscriptions for Plan Shares.

9. Variation, Suspension and Termination of the Plan

- (a) These Rules may be varied, suspended or terminated by the Company at any time or from time to time by notification on the Company's website and by notice to the ASX. For the avoidance of doubt, where the Company has announced that the Plan will operate in respect of a dividend, the Company retains the discretion to suspend the Plan in respect of that dividend at any time prior to the payment date for that dividend.
- (b) The variation, suspension or termination takes effect upon the date specified by the Company and the variation, suspension or termination does not give rise to any liability on the part of, or right or action against, the Company or its officers, employees or agents.
- (c) If the Plan is suspended, an election as to participation in the Plan will also be suspended and all Plan Shares are deemed not to be Plan Shares for the purpose of any dividend paid while the Plan is suspended.
- (d) Any suspension under Rule 9(c) will continue until such time as the Company resolves to recommence or terminate the Plan.
- (e) The Plan may be reinstated following a suspension in accordance with this Rule 9 by notification on the Company's website and by notice to ASX. Upon reinstatement of the Plan, all prior elections will be reinstated and will continue to apply unless the Company determines otherwise.
- (f) The Directors may settle any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Shares in such manner as they think expedient and the determination of the Directors is conclusive and binding on all Participants and other persons to whom the determination relates.

10. Applications and Other Notices

- (a) Applications and notices to the Company must be in the form prescribed by the Company from time to time. The Company may determine that applications and notices to the Company may be lodged electronically either through the Company's website or that of an authorised third party (including the Company's share registry). Any application or notice lodged electronically must comply with the applicable terms and conditions of the electronic lodgement facility.
- (b) Subject to Rules 10(c) and 10(d), applications and notices are effective upon receipt by the Company or its share registry (as appropriate).
- (c) Applications or notices received after the close of the Company's share register for determination of entitlements to payment of a dividend are not effective in respect of that dividend but are effective in respect of subsequent dividends.
- (d) The Company has absolute discretion to:
 - (i) accept or reject any Dividend Election Notice or Variation Notice;
 - (ii) accept or reject an application or notice which is not properly completed or signed; and
 - (iii) prior to acceptance, clarify with an Eligible Member any instruction with respect to an application or notice in order for the application or notice to be properly completed.
- (e) The accidental omission by the Company to give any notice under these Rules to any Participant, Eligible Member, ASX or any other person will not invalidate any act, matter or thing.
- (f) For the purposes of this Rule 10, an application or notice includes, but is not limited to, a Dividend Election Notice, a Variation Notice and a Termination Notice.

11. Costs to Participants

No brokerage, commissions or other transaction costs is payable by the Participants in respect of the application for an allotment of Shares under the Plan.

12. Statements

As soon as practicable after each allotment of Shares pursuant to Clause 5(b)(v) and as required by the Listing Rules, the Company must send to each Participant to whom Shares have been allotted a statement setting out, in respect of each Participant:

- (a) the number of the Participant's Plan Shares as at the date of closure of the Company's share register for determination of entitlements to payment of the relevant dividend prior to such allotment;
- (b) the amount of cash dividend due and payable to that Participant in respect of the Participant's Plan Shares which have been applied towards subscription for additional Shares;
- (c) the number of additional Shares allotted to the Participant pursuant to Clause 5(b)(v);
- (d) the number of Shares (including Plan Shares) in respect of which the Participant is the registered holder after such allotment; and
- (e) the amount, if any, to be refunded to the Participant pursuant to Clause 5(b)(vii).

13. Participants to be Bound

Participants are bound by these Rules in respect of the Plan as modified or varied from time to time pursuant to Clause 9.

Directory

Company

Level 22
44 Market Street
Sydney NSW 2000

Share Registry

Computershare Investor Services Pty Limited
Level 4
60 Carrington Street
Sydney NSW 2000
Telephone: 1300 855 080
Facsimile: 02 8235 8150
Email: web.queries@computershare.com.au

For enquiries regarding the Plan, shareholders, change of address etc, please contact the Share Registry at the address or number listed above.