



# Dividend Reinvestment Plan

URB Investments Limited

A.C.N. 615 320 262

Approved by the Board of URB Investments Limited on 14 February 2018

URB Investments Limited (URB) is pleased to offer shareholders the opportunity to participate in the company's Dividend Reinvestment Plan (DRP). The DRP provides shareholders who hold fully paid ordinary shares with a convenient means of increasing their holding in URB by reinvesting all or part of their dividend in additional fully paid ordinary shares

| Highlights of the Dividend Reinvestment Plan        |   |
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| <b>Highlights of the Dividend Reinvestment Plan</b> | <p>On each dividend payment date, the dividend on participating shares is automatically reinvested in shares which the URB Board of Directors (<b>Board</b>) may in its absolute discretion, either issue or cause to be acquired on-market by a broker for transfer to shareholders.</p> <ul style="list-style-type: none"> <li>(a) Shares will be transferred or issued under the DRP at the Price (as defined in the DRP rules). You will not have to pay any brokerage, commission, or stamp duty costs.</li> <li>(b) URB pays the administrative costs associated with each issue or transfer.</li> <li>(c) Shares issued under the DRP will rank equally in all respects with existing fully paid ordinary shares.</li> <li>(d) Participation in the DRP is optional. You may join the DRP, vary your participation or withdraw from it at any time.</li> <li>(e) A DRP Statement providing details of your participation is sent to you on or before the date on which shares are issued or transferred to you under the DRP.</li> </ul> |
| <b>How to join the DRP</b>                          | <p>If you wish to participate in the DRP, please complete and sign a DRP Application or Variation Form (a copy of which is available from the URB website at <a href="https://www.urbinvest.com.au/">https://www.urbinvest.com.au/</a> or by contacting URB's Share Registrar) and return it to URB's Share Registrar by mail, facsimile, or emailing a scanned signed form and otherwise in accordance with the instructions. Subject to the Board's discretion, participation in the DRP will commence with the first dividend payment after URB receives and accepts the duly completed and executed DRP Application or Variation Form, provided the form is received by no later than 5.00pm on the business day after the record date for determining entitlements to that dividend.</p>   |
| <b>Enquiries</b>                                    | <p>If you wish to enquire about the DRP, or to obtain a copy of the DRP Application or Variation Form, please contact URB's Share Registrar, Link Market Services, at the following address:</p> <p>Telephone: 61 1300 554 474</p> <p>Facsimile: 61 2 9287 0303</p> <p>Email: <a href="mailto:registrars@linkmarketservices.com.au">registrars@linkmarketservices.com.au</a></p>  |

| SUMMARY OF THE DIVIDEND REINVESTMENT PLAN                             |  |
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| <b>Eligibility</b>  | Subject to the Rules of the DRP, participation in the DRP is open to any shareholder who holds fully paid ordinary shares. Any shareholder having a registered address or being resident in a country other than Australia or New Zealand will not be able to participate in the DRP because of the legal requirements applying in that jurisdiction, unless the Board, in its absolute discretion, determines otherwise.  |
| <b>Participation</b>  | <p>Participation in the DRP is entirely at the option of the shareholder subject to any share holding limitation that may be determined by the Board from time to time. There are two types of participation.</p> <p>(a) <b>Full Participation:</b> A shareholder may participate in the DRP in respect of all fully paid ordinary shares registered in the name of that shareholder as at each record date for a dividend. Shares issued under the DRP will be added to the shares already participating in the DRP.</p> <p>(b) <b>Partial Participation:</b> Alternatively, a shareholder may participate in the DRP in respect of a specified number of fully paid ordinary shares which is less than the shareholder's total holding. If part of a shareholder's holding is nominated for participation in the DRP, the balance of the shareholding will receive cash dividends in the normal way.</p> |
| <b>Variation to Level of Participation or Withdrawal from the DRP</b> | You may vary your level of participation in the DRP or withdraw from the DRP at any time by completing a DRP Application or Variation Form and sending it to URB's Share Registrar. Subject to the Board's discretion a duly completed and executed DRP Application or Variation Form must be received by no later than 5.00pm on the business day after the record date for determining entitlements to the next dividend, for the variation or withdrawal to be effective from and including the next dividend payment.  |
| <b>Operation of the DRP</b>   | In the operation of the DRP for any dividend, the Board may in its absolute discretion either issue new fully paid ordinary shares or cause existing fully paid ordinary shares to be acquired on-market by a broker for transfer to shareholders who participate in the DRP.  |
| <b>Administration Costs</b>   | All administration costs of the DRP will be met by URB. No brokerage, commission or other transaction costs will be payable by participants on shares transferred or issued under the DRP and no stamp or other duties, will, under present law, be payable by participants in respect of such shares.   |
| <b>Price</b>  | Shares will be issued or transferred at a price which is to be the arithmetic average of the daily VWAP (rounded to the nearest cent) of all URB ordinary shares sold on the ASX (or such alternative or additional trading platform as the Board may determine from time to time) during the period determined by the Board from time to time, less a discount (if any) determined by the Board from time to time, or such other price as determined by the Board.  |

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| <b>Sale of Shares</b>             | <p>Shares participating in the DRP or acquired under the DRP may be sold at any time. When a shareholder with partial participation in the DRP sells shares, the number of shares sold will be deducted first from the non-participating shares and then from participating shares unless URB receives notice to the contrary from the shareholder.</p> <p>Shares which are sold by a participant or otherwise transferred to a new owner will cease to participate in the DRP on registration of the transfer.</p>  |
| <b>Taxation</b>                   | <p>Dividends reinvested under the DRP will generally be subject to Australian income tax in the same way as if the cash dividends had been received.</p> <p>There will be other tax consequences of acquiring, holding and disposing of shares acquired under the DRP, including but not limited to how to calculate the capital gains tax (<b>CGT</b>) cost base and CGT acquisition date of shares acquired under the DRP.</p> <p>Shareholders should seek independent professional advice about the tax consequences of the DRP under Australian and any applicable foreign tax laws.</p>   |
| <b>Calculation of Entitlement</b> | <p>The dividend payable on a participant's shares will be applied in acquiring or subscribing for the maximum whole number of fully paid ordinary shares in URB that may be transferred or issued at the price determined in accordance with the rules of the DRP.</p>   |
| <b>Entitlement Rounding</b>       | <p>Where the calculation of the entitlement results in an entitlement which includes a fraction of a share, that entitlement will be rounded down to the next whole share. However, any remainder which occurs in calculating an entitlement for a particular dividend will be carried forward and will be added to the next dividend to calculate the number of shares to be acquired at that time (or, if the participant has ceased to participate in the DRP for any reason, paid as part of the next dividend payment), provided in each case that the shareholder continues to hold shares in URB. No interest will be payable in respect of any such carried-forward amounts.</p> |
| <b>Dividends</b>                  | <p>Shares transferred or issued under the DRP will rank equally in all respects with existing fully paid ordinary shares.</p>  |
| <b>Statements</b>                 | <p>Participants in the DRP will be sent a statement on or before the date on which shares are issued or transferred under the DRP, detailing their participation in the DRP.</p>   |
| <b>Rules</b>                      | <p>The Rules of the DRP may be varied, suspended or terminated by the Board at any time and this summary may be updated to reflect the Rules (as varied, suspended or terminated).</p>   |

## 1. RULES OF THE DIVIDEND REINVESTMENT PLAN

### 1.1 Definitions

In these Rules, unless the context otherwise requires:

**ASX** means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as appropriate.

**ASX Market Rules** means the market rules that form part of the operating rules of the ASX for the purposes of the Corporations Act (as amended from time to time).

**Board** means the Board of Directors of URB.

**DRP** means the URB Dividend Reinvestment Plan the terms of which are set out in these Rules.

**Listing Rules** means the official listing rules of the ASX.

**Participant** means a shareholder some or all of whose shares are participating in the DRP.

**Price** means the price at which shares will be transferred or issued under the DRP as calculated in accordance with clause 5.

**Record Date** is as defined in the Listing Rules.

**Rules** means the rules of the DRP set out in this document, as varied from time to time.

**Shares** means fully paid ordinary shares in the capital of URB.

**Shareholder** means a registered holder of Shares.

**URB** means URB Investments Limited ACN 615 320 262.

**Trading Day** is as defined in the Listing Rules.

**VWAP** means the daily volume weighted average market price of all Shares sold on ASX (or such alternative or additional trading platforms as the Board may determine from time to time) including the closing single price auction, but excluding all off-market trades including but not limited to transactions defined in the ASX Market Rules (or other relevant market rules) as special crossings, crossings prior to the commencement of the open session state, portfolio special crossings, equity combinations, crossings during overnight trading, overseas trades, trades pursuant to the exercise of options over Shares and any other trades that the Board determine to exclude on the basis that the trades are not fairly reflective of supply and demand.

## 2. **PARTICIPATION IN THE DRP**

- (a) The DRP is a means by which Shareholders may elect to reinvest all or part of their dividends in additional Shares.
- (b) Participation in the DRP is subject to these Rules.
- (c) Participation is optional and not transferable and is open to each Shareholder unless excluded under these Rules.
- (d) Any Shareholder having a registered address or being resident in a country other than Australia and New Zealand may not participate in the DRP until the Board, in its absolute discretion, is satisfied that such participation is lawful and practicable. The Board may determine at any time that the right to participate in the DRP is not available to a Shareholder having a registered address or being resident in a country or place where, in the absence of a prospectus, disclosure document or other formality, the offer of a right of election or participation would or might be unlawful.
- (e) Shares which are held subject to an employee incentive scheme (including an incentive scheme for directors) are not eligible to participate in the DRP, unless the relevant scheme does not prohibit Shares held under the scheme from participating in a dividend reinvestment plan and the Board resolves to allow such Shares to participate in the DRP.

- (f) The Board may, in its absolute discretion, set a limit on the number or percentage of Shares which each Shareholder may nominate to participate in the DRP, and will notify Shareholders of any such limit. Once notified, each Participant's participation in the DRP will be subject to that limit and, to the extent that any Participant's participating Shares exceeds the limit determined by the Board, the number of participating Shares will be reduced to that limit.
- (g) If:
  - (i) the Board determines to impose a limit on the number or percentage of Shares which each Shareholder may nominate to participate in the DRP; and
  - (ii) a Shareholder holds Shares via a broker in a clearing account (as defined in the Listing Rules) or by a trustee or nominee,

the relevant broker, trustee or nominee will be permitted to participate in the DRP up to such limit in respect of each underlying beneficial holder, subject to these Rules.
- (h) The Board is entitled (but not obliged) to refuse a Shareholder's participation in the DRP where that Shareholder has, in the opinion of the Board, split a shareholding or acquired Shares as part of such a split, in order to increase the number of Shares that may be allotted or transferred to that Shareholder or another person under the DRP.

### 3. APPLICATION TO PARTICIPATE

- (a) Application to participate in the DRP is to be made on the prescribed form (being the DRP Application or Variation Form).
- (b) Upon receipt and acceptance by URB of a duly completed and executed DRP Application or Variation Form, participation will commence from either that particular dividend Record Date if the DRP Application or Variation Form is received by no later than 5.00pm on the business day after that Record Date, or otherwise, the next dividend Record Date.
- (c) The Board may, in its absolute discretion, refuse or accept an application to participate in the DRP, and suspend or withdraw Shares from participation.
- (d) If the Board decides to reject an application for participation in the DRP it will inform the relevant Shareholder of its decision in writing within a reasonable time of receipt of the application.
- (e) A Shareholder must lodge a separate DRP Application or Variation Form for each holding of Shares in relation to which they wish to participate in the DRP.

### 4. DEGREE OF PARTICIPATION

- (a) Participation may be either full or partial.
- (b) Under full participation, all Shares registered in the Participant's name from time to time, including Shares issued pursuant to the DRP, will be subject to the DRP, subject to any limit imposed in accordance with clause 2(f). If a Shareholder wants to participate in the DRP in respect of all of their shares, the Shareholder must lodge a duly completed and executed DRP Application or Variation Form electing full participation.
- (c) Under partial participation, only that number of Shares as specified in the DRP Application or Variation Form by the Shareholder (being less than the Shareholder's

total shareholding) will be subject to the DRP. However, if at the relevant Record Date the number of Shares held by the Participant is less than the number of Shares the Participant has specified for participation in the DRP Application or Variation Form, then the provisions of 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 the participation level in accordance with clause 5.5.

- (d) If a DRP Application or Variation Form does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation.

## 5. OPERATION OF THE DRP

- (a) 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 on the Participant's behalf in acquiring or subscribing for additional Shares other than a dividend which the Board in its absolute discretion, determines will not be so applied.
- (b) The Board in its absolute discretion will determine with respect to the operation of the DRP for any dividend whether to issue new Shares or to cause a broker to arrange the purchase and transfer of existing Shares to a participant, or to apply a combination of both options, to satisfy the obligations of URB under these Rules.
- (c) If the Board determines to cause the purchase and transfer of Shares to Participants, the Shares may be acquired through a broker on-market in such manner as the Board considers appropriate.
- (d) URB will, in respect of each dividend payable to a Participant:
  - (i) determine the amount of the dividend payable (less any withholdings on account of tax, if any) in respect of that Participant's Shares subject to the DRP;
  - (ii) add to that amount an amount equal to the remainder (if any) from the immediately preceding dividend paid in respect of that Participant's Shares subject to the DRP at that time;
  - (iii) determine the maximum number of additional Shares which may be acquired under the DRP by dividing the amount of dividend payable to the Participant, plus the remainder (if any) from the immediately preceding dividend paid, by the Price, rounded down to the next whole Share; and
  - (iv) on behalf and in the name of the Participant, issue or cause a broker to purchase and transfer that number of additional Shares.

The remainder for a particular dividend payable to a Participant is the amount (if any) equal to the dividend payable to the Participant in respect of the Participant's Shares subject to the DRP, plus the remainder (if any) from the immediately preceding dividend paid in respect of that Participant's Shares subject to the DRP at that time and which has not been applied towards the issue or acquisition of Shares under the DRP. The remainder (if any) will be retained by URB and applied in accordance with these Rules.

- (e) The Shares will be transferred or issued under the DRP at the Price, which will be the arithmetic average of the daily VWAP (rounded to the nearest cent) during the period determined by the Board from time to time less a discount (if any)

determined by the Board from time to time, or such other Price as determined by the Board.

- (f) The VWAP 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.
- (g) If there is a remainder for a particular dividend payable to a Participant and the Participant ceases to participate in the DRP for any reason (including as a result of the termination of the DRP), then:
  - (i) if the Participant continues to hold Shares as at the next Record Date, that amount will be paid to the Participant as part of, and in the same manner as, the next dividend payment; or
  - (ii) if the Participant no longer holds any Shares as at the next Record Date, the Participant will be taken to have irrevocably directed URB to donate that amount, on behalf of the Participant, to one or more registered charities, as determined by the Board from time to time.

No interest will be payable in respect of any remainder amounts which are retained by URB. Participants will not be issued with a receipt in connection with any donations made under this clause 5(g).

- (h) The Board may, in its absolute discretion, choose to partially or fully underwrite the DRP in respect of any dividend with one or more underwriters.

## 5.2 Shares to be issued under the DRP

Shares issued under the DRP will be issued within the time period required by the Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.

## 5.3 Participation Costs

No brokerage, commission, or other transaction costs will be payable by Participants in respect of Shares transferred or issued under the DRP and no stamp or other duties will be payable, under present law, by Participants in respect of Shares transferred or issued under the DRP.

## 5.4 DRP Statements

On, or as soon as practicable after, the date on which Shares are issued or transferred under the DRP, URB will send each Participant a statement, as at the relevant dividend payment date, that complies with sub-division 202-E of the *Income Tax Assessment Act 1997*, which states:

- (a) the total number of Shares registered in the Participant's name at the Record Date;
- (b) the total number of participating Shares;
- (c) the amount of dividend payable to the Participant in respect of the participating Shares at the Record Date;
- (d) the amount of dividend payable in respect of Shares which did not participate in the DRP (if any);
- (e) any percentage by which the VWAP will be discounted in order to determine the number of Shares to be issued or transferred under the DRP;



- (f) the number of Shares that URB has issued or caused to be transferred to the Participant under the DRP;
- (g) the date on which the issue or transfer of those Shares has occurred;
- (h) whether or not there is a franking credit on an amount specified on the dividend;
- (i) the franking percentage for the dividend;
- (j) the amount of any withholding tax that has been deducted from the dividend by URB or any other amount that URB is entitled to retain or withhold;
- (k) such other information as may be required to comply with sub-divison 202-E of the *Income Tax Assessment Act 1997*; and
- (l) such other information that the Board may decide.

#### 5.5 **Variation or Termination of Participation**

- (a) Subject to clause 5.9, a Participant may at any time give written notice to URB on the prescribed DRP Application or Variation Form:
  - (i) increasing or decreasing the number of Shares participating in the DRP; or
  - (ii) terminating participation in the DRP.

Subject to clause 3(b), the alteration or termination takes effect from the next Record Date.

- (b) 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 Application or Variation Form and all Shares subsequently acquired by the Participant (including Shares transferred or issued under the DRP) will participate in the DRP.
- (c) 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 Application or Variation Form will participate in the DRP and no Shares subsequently acquired by the Participant (including shares transferred or issued under the DRP) will participate in the DRP unless the Participant elects to vary their level of participation in the DRP to include those Shares by completing and sending a further DRP Application or Variation Form.
- (d) If a Participant dies, participation in the DRP will be terminated upon receipt by URB 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 URB 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.

#### 5.6 **Reduction or Termination of Participation where no notice is given**

- (a) 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 URB otherwise, the remaining Shares held by the Participant will continue to participate in the DRP.
- (b) 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 URB

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.

- (c) Shares which are sold by a Participant or otherwise transferred to a new owner will cease to participate in the DRP upon registration of the transfer.

#### 5.7 **Variation, Suspension and Termination of the DRP**

- (a) The DRP may be varied, suspended, re-commenced or terminated by the Board at any time in the Board's absolute discretion. The variation, suspension, re-commencement or termination will take effect upon the date specified by the Board. A variation, suspension, re-commencement or termination of the DRP will not be invalidated by the accidental omission to give notice of the variation, suspension, re-commencement 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 URB.
- (b) Any suspension under clause 5.7(a) will continue until such time as the Board resolves to recommence or terminate the DRP. If the DRP is recommenced, election as to participation in respect to the previously suspended DRP will be valid and have full force and effect in accordance with these Rules for the purposes of the DRP. The date and conditions of the recommencement (including any directions as to Shares recommencing to participate in the DRP) shall be notified to Shareholders.
- (c) Upon variation of the DRP, Participants will continue to participate under the varied DRP unless a DRP Application or Variation Form to the contrary is received by URB.

#### 5.8 **Securities Exchange Listing**

URB will apply (as issues of Shares are made) for the Shares issued under the DRP to be quoted on the official list of the ASX.

#### 5.9 **Application and Notices**

- (a) Applications and notices to URB must be in writing and in accordance with the forms prescribed by URB from time to time. Where Shares are held jointly, all joint Shareholders must sign the relevant application or notice.
- (b) The applications and notices will be effective upon receipt by URB subject to these Rules and in the case of applications, acceptance by URB.

Applications or notices must be received by no later than 5.00pm on the business day after the relevant Record Date. Any applications or notices received after that time will not be effective in respect of that dividend payment but will be effective from the next relevant Record Date.

- (c) Any notice or announcement made by URB in relation to the DRP may be effected by either of the following (at URB's discretion):
  - (i) by notice to the ASX, for release to the market; or
  - (ii) by notice to Participants (or all Shareholders, as appropriate) in accordance with the URB Constitution.

Notwithstanding this clause 5.9(c), URB may, at any time, without the need for any notice, modify these Rules to comply with the URB Constitution, the Listing Rules

or any other law or to make minor amendments of an administrative or procedural nature.

#### 5.10 **General**

- (a) Any dividend payable on Shares which a Participant has nominated as participating in the DRP and which dividend URB is entitled to retain as a result of a charge or lien in favour of URB in accordance with the Constitution of URB, or other requirement of law, will not be available for the purpose of participating in the DRP.
- (b) These Rules (and the URB Constitution) will be binding upon each person who is or becomes a Shareholder.
- (c) The Board may implement the DRP in the manner as the Board thinks fit, and may settle any difficulty which may arise either generally or in a particular case in connection with the DRP as the Board thinks fit. Without prejudice to the general powers of the Board under the Constitution and 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 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.
- (d) Neither URB nor any other officer of URB 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.
- (e) Despite anything else in these Rules, the Listing Rules and the Corporations Act 2001(Cth) prevail to the extent of any inconsistency with these Rules.
- (f) The DRP, its operation and these Rules will be governed by the laws of the State of New South Wales and each Shareholder submits to the jurisdiction of the Courts of that State.