

Dividend Reinvestment Plan

Coventry Group Limited

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Shareholder Rights

A shareholder of the Company is entitled to participate in the DRP of the Company. The DRP is a voluntary arrangement under which the Company will purchase shares from shareholders who wish to participate in the DRP. The DRP Rules apply to the DRP.

Increased Shareholding

The DRP is a voluntary arrangement under which the Company will purchase shares from shareholders who wish to participate in the DRP. The DRP Rules apply to the DRP.

Eligibility

A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

Participation is Optional

A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

Participation and action required by shareholders

A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

Forfeiture – A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

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A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

Subscription Price

A shareholder of the Company is eligible to participate in the DRP if the shareholder's name is on the register of shareholders of the Company as at the date of the DRP. The DRP Rules apply to the DRP.

Variation of the DRP

The Directors may vary the DRP at any time and the DRP may be amended or varied.

Securities Exchange Listing

All securities issued by the Company are listed on the ASX.

How to Participate in the DRP

Investors who wish to participate in the DRP should contact the Australian Financial Markets Association (AFMA) to request a copy of the Share Register. AFMA will provide a copy of the Share Register to investors who request it. Investors should contact AFMA at www.investorcentre.com to request a copy of the Share Register. AFMA will provide a copy of the Share Register to investors who request it. Investors should contact AFMA at www.investorcentre.com to request a copy of the Share Register.

Enquiries

If you have any enquiries regarding the DRP, please contact the Company's Share Registry. The Share Registry contact details are as follows:

Telephone: Australia 13 763 414

International 61 3 415 4856

Website: www.investorcentre.com

Postal address: Investor Centre Services Pty Ltd

GPO Box 75

Melbourne VIC 3001

Australia

Discontinued Rollover and Rollover

1 Discontinued Rollover and Rollover

1.1 Definitions

In this DRP Rollover and Rollover, the following definitions apply:

- AEST** means AEST Limited, a company incorporated in Australia.
- Applicable Law** means the Corporations Act 2001 and the Foreign Acquisitions and Takeovers Act 1975 and any regulations made under either of those Acts and any laws of the Commonwealth of Australia or any State or Territory of Australia or any country or territory outside Australia.
- Application Form** means the application form to be completed by a shareholder in order to exercise its DRP rights, together with any supporting documents required by the Company, its directors or its advisers.
- ASX** means ASX Limited, an Australian Securities Exchange participant.
- Business Day** means any day that is not a public holiday in Australia.
- Company** means Coventry Group Limited, an Australian company.
- Constitution** means the constitution of the Company.
- Directors** means the directors of the Company.
- DRP** means the Discontinued Rollover and Rollover.
- DRP Rules** means the rules governing the DRP.
- DRP Shares** means the shares of the Company that are subject to the DRP.
- Listing Rules** means the Listing Rules of ASX.
- Loss** means the loss suffered by a shareholder as a result of the discontinuation of the DRP.

3.2 Discretion of Directors

The Directors may exercise all or any of the powers conferred on the Shareholders in relation to the DR in the manner provided for in the Constitution and the Shareholders' Agreement and may exercise those powers in the manner provided for in the Constitution.

3.3 Shareholders in Australia or New Zealand

The Directors may exercise all or any of the powers conferred on the Shareholders in relation to the DR in the manner provided for in the Constitution and the Shareholders' Agreement and may exercise those powers in the manner provided for in the Constitution.

3.4 Shareholders in countries other than Australia or New Zealand

The Directors may exercise all or any of the powers conferred on the Shareholders in relation to the DR in the manner provided for in the Constitution and the Shareholders' Agreement and may exercise those powers in the manner provided for in the Constitution.

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Eligible Foreign Shareholder

The Directors may exercise all or any of the powers conferred on the Shareholders in relation to the DR in the manner provided for in the Constitution and the Shareholders' Agreement and may exercise those powers in the manner provided for in the Constitution.

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3.5 Board discretion

The Directors may also determine to refuse to accept a Shareholder's participation in the DRP and to suspend or withdraw a Shareholder's participation in the DRP. The Directors should also:

- ensure that the Shareholder is not misled in any way by the information provided to them in relation to the DRP or the Company's financial position or performance;
- ensure that the Shareholder is not misled in any way by the information provided to them in relation to the DRP or the Company's financial position or performance.

4.0 **Loans to directors**

4.1 **Full or partial participation**

A Shareholder is not permitted to take DRPs

- if the Shareholder is not a resident of Australia;
- if the Shareholder is not a resident of Australia;

4.2 **Full dividend payable**

Notwithstanding to the extent of the Shareholder's participation in the DRP, the Shareholder is not permitted to take DRPs if the Shareholder is not a resident of Australia.

4.3 **Shares subsequently acquired where full participation**

Section 58 of the Corporations Act provides that a Shareholder who acquires shares in the Company after the date of the DRP or after the date of the DRP is not permitted to take DRPs. Section 58 of the Corporations Act provides that a Shareholder who acquires shares in the Company after the date of the DRP or after the date of the DRP is not permitted to take DRPs.

4.4 **Shares subsequently acquired where partial participation**

Section 58 of the Corporations Act provides that a Shareholder who acquires shares in the Company after the date of the DRP or after the date of the DRP is not permitted to take DRPs. Section 58 of the Corporations Act provides that a Shareholder who acquires shares in the Company after the date of the DRP or after the date of the DRP is not permitted to take DRPs.

5.7 Joint holders

As a result of the Financial Markets Foundation for Children (FMF) being a joint holder of the DRP, the FMF will be able to exercise its rights as a joint holder.

5.8 Shares sold or transferred to third party

Shares sold or transferred to a third party will be sold or transferred to the DRP, unless the third party is a member of the Coventry Group.

6.0 Coventry Group Limited DRP

6.1 Discretion of Directors

The ASX Listing Rules require the ASX to be satisfied that the DRP is in the best interests of the company and its shareholders. The ASX Listing Rules also require the ASX to be satisfied that the DRP is in the best interests of the company and its shareholders.

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6.2 DRP account

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the terms of the deed of arrangement 7. The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant.

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6.3 Residue

The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant. The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant.

The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant. The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant.

7.1 Issue or Transfer for Market Price

7.1 Issue or Transfer for Market Price

The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant. The DR is to be held in the name of the Participant's nominated financial institution account or paid to the Participant.

7.2 Meaning of Market Price of Shares and Normal Trade

For the purposes of the deed of arrangement 7, the **Market Price of Shares** is the price at which the shares are traded on the ASX. The **Normal Trade** is the price at which the shares are traded on the ASX. The **Market Price of Shares** is the price at which the shares are traded on the ASX. The **Normal Trade** is the price at which the shares are traded on the ASX.

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Director and the Director in order to determine the relevant information to be included in the Statement

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- To determine the relevant Market Information on the Statement and the Director in order to determine the relevant information to be included in the Statement

8.1 Issuance of the Underlying DR

8.1.1 Terms of Issue

Subject to the terms and conditions of the DR

- The DR shall be issued in accordance with the Australian Law
- The DR shall be issued in accordance with the relevant Securities
- The DR shall be issued in accordance with the relevant Securities and the relevant Securities
- The DR shall be issued in accordance with the relevant Securities and the relevant Securities

8.1.2 Registration of share transfers

Subject to the terms and conditions of the DR, the DR shall be issued in accordance with the relevant Securities and the relevant Securities

8.2 Settlement of the DR

After the issue or transfer of the DR, the DR shall be issued in accordance with the relevant Securities and the relevant Securities

- The DR shall be issued in accordance with the relevant Securities and the relevant Securities
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- The DR shall be issued in accordance with the relevant Securities and the relevant Securities
- The DR shall be issued in accordance with the relevant Securities and the relevant Securities
- The DR shall be issued in accordance with the relevant Securities and the relevant Securities
- the Participant's total holding of Shares after issue or transfer; and
- The DR shall be issued in accordance with the relevant Securities and the relevant Securities

13 Disposal of Shares

13.1 Disposal of remaining DRP Shares

Where all of the Participant's Shares are DRP Shares, in the event that some of those Shares (but not all of the Participant's Shares) are disposed of, the remaining Shares will be DRP Shares.

13.2 Disposal of Non-DRP Shares

Where some of a Participant's Shares are DRP Shares, any Shares disposed of by the Participant that are not DRP Shares will be Non-DRP Shares.

14 Announcements and Notices

All notices received by the Company's registered office or its principal place of business in Australia or any other place where the Company is registered or incorporated, or any other place where the Company has a place of business, will be deemed to have been received by the Company.

Notices received by the Company's registered office or its principal place of business in Australia or any other place where the Company has a place of business, will be deemed to have been received by the Company.

Notices received by the Company's registered office or its principal place of business in Australia or any other place where the Company has a place of business, will be deemed to have been received by the Company.

All notices received by the Company's registered office or its principal place of business in Australia or any other place where the Company has a place of business, will be deemed to have been received by the Company. An announcement to ASX or, at the Directors' discretion, may be given in accordance with the requirements of the Securities Act 2003 (Cth) and the Securities Regulations 2003 (Cth).

15 Settlement of Shares

The Company's Shares are listed on the Australian Securities Exchange (ASX) and are traded on the ASX. Settlement of Shares is subject to the terms and conditions of the ASX Settlement Rules.

16.0 Amend, Suspend, Re-commence or Terminate DRP

16.1 Discretion of Directors to amend, suspend, recommence or terminate DRP

The Directors may at any time amend, suspend, recommence or terminate the DRP and may also suspend the DRP for a period of up to 14 days if the ASX

asks the Company to do so. The Directors may also suspend the DRP for a period of up to 14 days if the ASX

16.2 Amendment

The Directors may at any time amend the DRP and may also suspend the DRP for a period of up to 14 days if the ASX asks the Company to do so.

16.3 Termination

If the Directors terminate the DRP, the amount of the DRP account at that time will be direct credited to the Participant's nominated financial institution.

16.4 Recommencement

If the Directors recommence the DRP, the amount of the DRP account at that time will be direct credited to the Participant's nominated financial institution.

17.0 Events of Default

The Company may terminate the DRP if an Event of Default occurs. An Event of Default is defined as a failure to comply with the terms of the DRP or a failure to provide the required information to the ASX.

18.0 Terms and Conditions

The terms and conditions of the DRP are set out in the DRP Agreement. The DRP Agreement is available on the Company's website.

At the end of the financial year, the company has a number of financial assets and liabilities that are measured at fair value. The fair value of these assets and liabilities is determined using various valuation techniques, including the use of market prices, discounted cash flow analysis, and other valuation models.

1.1 Net Financial Assets

Net financial assets are the difference between the fair value of the company's financial assets and the fair value of its financial liabilities. The fair value of financial assets is determined using various valuation techniques, including the use of market prices, discounted cash flow analysis, and other valuation models.

The fair value of the company's financial assets is determined using various valuation techniques, including the use of market prices, discounted cash flow analysis, and other valuation models.

The fair value of the company's financial liabilities is determined using various valuation techniques, including the use of market prices, discounted cash flow analysis, and other valuation models.

The fair value of the company's financial assets and liabilities is determined using various valuation techniques, including the use of market prices, discounted cash flow analysis, and other valuation models.

1.2 Government Grants and Other Income


The company has received government grants and other income during the financial year. These grants and other income are recognized as income in the profit and loss account.

The company has also received government grants and other income during the financial year. These grants and other income are recognized as income in the profit and loss account.

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 **Online:**
www.investorcentre.com/contact

 **By Mail:**
Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:
(within Australia) 1300 850 505
(international) +61 3 9415 4000

Securityholder Reference Number (SRN)

CYG
MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

SRN WITHHELD DEC

 For your security keep your SRN/HIN confidential.

Dividend Reinvestment Plan

Use a black pen.
Print in **CAPITAL** letters
inside the grey areas.

A	B	C
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1	2	3
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Where a choice is required,
mark the box with an 'X'

X

A Dividend Reinvestment Plan (DRP)

X

ALL Please mark this box with an 'X' if you wish all of your holding to participate in the company's DRP.

X

PART

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Show the number of securities you wish to participate in the company's DRP.

B Sign Here - This section must be signed for your instructions to be executed.

I/We authorise you to act in accordance with my/our instructions set out above. I/We acknowledge that these instructions supersede and have priority over all previous instructions in respect to my/our securities. Where I/we have indicated participation in the Dividend Reinvestment Plan, I/we hereby agree to be bound by the Terms and Conditions of the Dividend Reinvestment Plan.

Individual or Securityholder 1

--

Director

Securityholder 2

--

Director/Company Secretary

Securityholder 3

--

Sole Director and Sole Company Secretary

Date - Day Month Year

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Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. Computershare Investor Services Pty Limited needs to sight a certified copy of the Power of Attorney.

This Document is printed on National Carbon Offset Standard Jet Mail Carbon Neutral paper

D1001

How to complete this form

A Dividend Reinvestment Plan (DRP)

Complete this section if you wish to have your cash dividends reinvested in the form of more company securities.

If you wish to reinvest all of your securities in the company's DRP, please cross the box marked ALL.

If you wish to reinvest part of your securities in the company's DRP, please show the number of securities that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

This instruction only applies to the specific holding identified by the SRN/HIN and the name appearing on the front of this form.

B Signature(s)

If you have chosen to have your cash dividends fully or partially reinvested into company securities and you have completed Section A, you must sign this form as follows in the spaces provided:-

Joint Holding: where the holding is in more than one name, all of the securityholders must sign.

Power of Attorney: to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the Company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

D1001

CY G

Please return the completed form to:

Computershare Investor Services Pty Limited
GPO Box 2975
Melbourne VIC 3001
Australia



S...d... .. r... N...



Return your information:

Online:
www.investorcentre.com

By Mail:
Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:
(within Australia) 1300 763 414
(international) +61 3 9415 4856

CYG

FULL REGISTERED NAME AND ADDRESS

Please enter SRN/HIN in boxes below:

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For your security keep your SRN/HIN confidential.

Dividend Reinvestment Plan

Use a black pen.
Print in **CAPITAL** letters
inside the grey areas.

A	B	C
---	---	---

1	2	3
---	---	---

Where a choice is required,
mark the box with an 'X'

X

A Notice of Variation

I/We elect to vary our participation in the Dividend Reinvestment Plan as follows:

X

FULL PARTICIPATION - Including any further acquisitions

OR

X

PARTIAL PARTICIPATION - Please specify the number of securities to participate in the DRP.

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X

TERMINATION - If you wish to cancel your participation.

B Sign Here - This section must be signed for your instructions to be executed.

I/We authorise you to act in accordance with my/our instructions set out above. I/We acknowledge that these instructions supersede and have priority over all previous instructions in respect to my/our securities. Where I/we have indicated participation in the Dividend Reinvestment Plan, I/we hereby agree to be bound by the Terms and Conditions of the Dividend Reinvestment Plan.

Individual or Securityholder 1

Director

Securityholder 2

Director/Company Secretary

Securityholder 3

Sole Director and Sole Company Secretary

Date - Day

Month

Year

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Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. Computershare Investor Services Pty Limited needs to sight a certified copy of the Power of Attorney.

DI013



How to complete this form

A

Notice of Variation

Complete this section if you wish to vary your participation in the company's DRP.

If you wish to reinvest part of your securities in the company's DRP, please show the amount in figures of your securityholding that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

To be effective this form must be received by the DRP election date for that Dividend.

If you no longer wish to participate in the Company's DRP, mark the box on the front of this form with an 'X'.

This instruction only applies to the specific holding identified by the SRN/HIN and the name appearing on the front of this form.

B

Signature(s)

If you have chosen to have your cash dividends fully or partially reinvested into company securities and you have completed Section A, you must sign this form as follows in the spaces provided:-

Joint Holding: where the holding is in more than one name, all of the securityholders must sign.

Power of Attorney: to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the Company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

DI013

CY G

Please return the completed form to:

Computershare Investor Services Pty Limited
GPO Box 2975
Melbourne VIC 3001
Australia

