

CEC Group Limited
Dividend Reinvestment Plan

CEC Group Limited
ACN 010 025 831

This booklet contains important information. Please read it carefully.

Should you have any doubts about how to deal with it, please consult your legal or financial adviser.

The Company takes no responsibility for the taxation liabilities of participants in the Dividend Reinvestment Plan, and specific taxation advice should be obtained if required.

CEC Group Limited

ACN 010 025 831

Summary of the CEC Group Limited Dividend Reinvestment Plan

Set out below is a summary of the terms and conditions of the CEC Group Limited Dividend Reinvestment Plan (*Plan*). The information is a summary only and should be read carefully with the Rules of the CEC Group Limited Dividend Reinvestment Plan. In the event of any inconsistency between the Rules of the Plan and this summary, the Rules of the Plan will prevail. A full copy of the Rules and further information concerning the operation of the Plan can be obtained by writing to:

CEC Group Share Registry
Link Market Services Limited
Level 12, 300 Queen Street
Brisbane QLD 4000

or

Company Secretary
CEC Group Limited
401 Spence Street
Cairns Qld 4870

Purpose

The purpose of the Plan is to provide shareholders with the choice of applying all or part of their dividends paid by the Company in subscribing for ordinary shares in the Company rather than receiving those dividends directly in cash.

Summary of CEC Group Limited Dividend Reinvestment Plan Rules

- Eligibility** All holders of fully paid ordinary Shares in the Company or such other holders of Shares as determined by the Board, except those shareholders with a holding of less than 100 Shares, who are resident in Australia can participate subject to any applicable law, the Company's Constitution and the discretion of the Board.
- Participation** Participation is entirely optional. Participating shareholders may nominate full participation under which dividend entitlements in respect of all shares held by the participating shareholder are subject to reinvestment in additional shares or partial participation under which the shareholder can determine the number of shares which will participate in the Plan.
- Participation begins at the first dividend payment after acceptance of an Application Form.
- Where a participating shareholder sells some shares so that the number held at the Record Date for a relevant dividend is less than the number nominated for participation, the lesser number will apply.
- Separate applications must be lodged in relation to separate shareholdings and applications by joint holders must be signed by all holders.
- Variation/withdrawal from participation** Participation may be varied at anytime. You will need to contact the Company or CEC Group Share Registry to arrange for a Variation Notice to be sent to you. If the form is accepted, it will be effective from the next dividend payment date.
- Maximum Participation** No maximum participation has currently been set.
- Operation of Plan** Each dividend payment to a participating shareholder in respect of shares subject to the Plan will be applied by the Company on the shareholder's behalf in subscribing for additional shares, subject to the existence of any entitlement of the Company to a charge or lien over any of the shareholders shares which

are the subject of the Plan or a dividend payable in respect of any such shares.

The Company will establish and maintain a plan account in respect of each participating shareholder. At the time of each dividend payment, the Company will for each participating shareholder, determine the amount of the cash dividend available for payment to the participating shareholder, determine the maximum number of additional shares which can be acquired by the participating shareholder from such cash dividend in accordance with the formula for the allotment of shares (*see below*), subscribe for and allot the relevant number of fully paid ordinary shares to the participating shareholder, and issue a holding statement in respect of those additional shares.

Allotment of shares

Shares allotted under the Plan will be fully paid ordinary shares and will rank equally to all existing participating shares in the Company. The shares allotted can be sold at any time. Under the Plan, new shares may be issued at a discount from market price. This discount is determined by the Board and may be varied in accordance with the Rules of the Plan.

Shares will be allotted under the Plan in accordance with the following formula:

"S" means the number of Shares to be allotted to the Participant;

"P" means the number of Participating Shares registered in the name of the Participant to which the allotment relates;

"D" means the amount of the dividend per Share declared by the Board on Participating Shares;

"Market Price" means the weighted average market price per Share of all Shares sold on the ASX during the 11 Business Days being the Record Date and the 5 Business Days before and after the Record Date on which the sale of Shares were recorded; and

"C" means 0.95 or such other number not less than 0.90 as is determined by the Board from time to time which is not greater than 1.00.

The Company shall apply each dividend which is payable to a Participant in respect of their Participating Shares and which is available for payment to the Participant in subscribing on the Participant's behalf for the number of Shares ascertained by the following formula:

$$S = \frac{P \times D}{C \times \text{Market Price}}$$

Where a fraction of a share results from the application of the formula set out above, that fraction will be rounded up to the nearest whole number.

ASX Listing

Subject to successful application by the Company, shares issued under the Plan will be listed on the ASX.

Costs

No brokerage, commissions, stamp duty or other transaction costs will be payable by a participating shareholder in respect of the application for allotment of shares under the Plan.

Reduction with no notice

When a participating shareholder with partial participation disposes of a number of Shares and does not notify the Company otherwise, the Shares being disposed of will, to the extent possible, be taken to be Shares not participating in the Plan.

**Modification,
suspension and
termination of the
Plan**

The Plan may be modified, suspended (and if suspended, reinstated) or terminated at the absolute discretion of the Board at any time after giving two months notice in writing to all shareholders as it considers appropriate.

Taxation

Neither the Company nor its directors, officers, employees, representatives, agents or advisers take any responsibility or assume any liability for the taxation liabilities of participating shareholders under any applicable law.

Shareholders should consult their tax adviser or accountant in relation to the taxation effects of the Plan.

Administration

The Plan will be administered by the Board.

The Company and the Board shall in no way be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by the Participant as a result, directly or indirectly, of the establishment or operations of the Plan or participation in the Plan or in relation to any advice given with respect to participation in the Plan.

**Rights not
transferable**

The right to take up shares and a participating shareholder's rights under the Plan are not transferable.

CEC Group Limited Dividend Reinvestment Plan

Terms & Conditions

1. Definitions and Interpretation

1.1 When used in this Plan, unless the context indicates a contrary intention:

"Applicable Law" means the Foreign Acquisitions and Takeovers Act 1975, the Corporations Act, the Listing Rules and the SCH Business Rules, as may be amended from time to time, any other relevant provisions of Australian law and where the context permits, applicable provisions of the law in a jurisdiction of a Shareholder.

"Application Form" means a written application to participate in the Plan signed by a Shareholder (or each Shareholder in the case of a joint holding) in a form prescribed or approved by the Board from time to time which form may be combined with or form part of any other form or notice and which may be obtained from the Company on request from a Shareholder entitled to participate in the Plan.

"ASX" means the Australian Stock Exchange Limited ACN 008 624 691.

"Board" means the directors of the Company acting as either a board or any duly appointed committee of the board.

"Business Day" means a day upon which the ASX is open for trading.

"Commencement Date" means the date of the Plan's establishment as resolved by the Board pursuant to the Constitution of the Company.

"Company" means CEC Group Limited ACN 010 025 831.

"Constitution" means the Constitution of the Company as may be amended from time to time.

"Corporations Act" means the *Corporations Act 2001* (Commonwealth) as may be amended from time to time.

"Listing Rules" means the listing rules of the ASX as they may be amended from time to time.

"Market Price" has the meaning given in clause 5.6.

"Minimum Price" is the minimum price in dollars of a Share as required by the Listing Rules.

"Participant" means a Shareholder participating in the Plan.

"Participating Share" means a Share which is participating in the Plan.

"Plan" means the CEC Group Limited Dividend Reinvestment Plan, the terms of which are set out in these Rules.

"Plan Account" means an account established in the name of the Participant established by the Company under Clause 3.5.

"Record Date" has the meaning as defined in the ASX Listing Rules.

"Register" means the Company's share register.

"Rules" means these terms and conditions of the Plan as may be amended from time to time in accordance with clause 13.

"SCH Business Rules" means the operating rules of the clearing and settlement facility maintained by ASX Settlement and Transfer Corporation (ATSC) as amended from time to time.

"Shareholder" means a person registered as the holder of Shares.

"Share" means a fully paid ordinary share in the capital of the Company and such other shares in the Company as the Board may from time to time determine.

"Variation Notice" means a written notice signed by a Shareholder (or each Shareholder in the case of a joint shareholding) under clause 9 in the form prescribed or approved by the Board from time to time, which may (without limitation) be combined with, or form part of, any other form or notice including an Application Form.

- 1.2 Words denoting the singular include the plural and vice versa; headings are used for convenience only and do not affect the interpretation or construction of these Rules; words denoting a gender include all genders; words denoting an individual or person include a corporation, firm, authority, government or governmental authority and vice versa and references to clauses are to those clauses of these Rules.
- 1.3 Where the Shareholder has separate shareholding accounts in respect of distinct numbers of Shares they hold, then for the purpose of these Rules, they are deemed to be a separate and distinct Shareholder in relation to each such shareholding account and the Shares from time to time allocated to that account.

2. **Participation**

- 2.1 Participation in the Plan is optional. Shareholders may elect to join or withdraw from the Plan at anytime, subject to these Rules.
- 2.2 A holder of Shares in the Company whose address, as shown in the Register, is in Australia is eligible to participate in the Plan.

By lodging an Application Form, each applicant represents, warrants and agrees that it is an Australian citizen or resident in Australia, is physically located in Australia at the time of lodging the Application Form and is not acting for the account or benefit of any person in any country other than Australia.

- 2.3 Shares which are subject to the CEC Group General Employee Share Plan are not eligible to participate in the Plan unless the scheme allows for Shares held under the scheme to participate in a dividend reinvestment plan and the Board resolves to allow such scheme Shares to participate in the Plan.
- 2.4 A Shareholder with a holding of less than 100 Shares is not eligible to participate in the Plan.

Notwithstanding anything to the contrary in these Rules, no Shares will be allotted to a Shareholder in respect of Shares under the Plan where, in accordance with the Constitution or otherwise by law:

- (a) the Board is, or would be, entitled to retain all or part of any dividend which is, or would be, payable in respect of any of the Shareholder's Shares which are the subject of the Plan; or

- (b) the Company is, or would be, entitled to a charge or lien over any of the Shareholders Shares which are the subject of the Plan, or over any dividend payable in respect of any such shares.

2.5 Shares to which clause 2.4 applies and Shares which are not fully paid or are otherwise not eligible to receive a full dividend will not participate in the Plan.

2.6 The Board may in its absolute discretion, waive the limit on participation in clause 2.4 for Shares held by a trustee or nominee or in a broker's clearing account provided that such Shareholders will not at any time participate in the Plan on behalf of a beneficial owner in respect of Shares of a greater number than that provided for in clause 4.5.

The Board may refuse a Shareholder participation in the Plan 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 Plan Shares that may be allotted to that Shareholder or another person.

2.7 Where a Participant sells some shares so that the number held at the Record Date for a relevant dividend is less than the number nominated for participation, the lesser number will apply.

2.8 The Board has discretion to determine whether any Shareholder is prevented from participating in the Plan.

3. **Application**

3.1 Applications to participate in the Plan shall be in writing on the appropriate Application Form and subject to these Rules current at the date of application.

3.2 Upon receipt by the Company of an Application Form duly completed by a Shareholder, participation in the Plan will commence from the next Record Date for determining entitlements to payment of a dividend in respect of Shares.

3.3 A form must be lodged for each separate shareholding account.

3.4 An application by joint holders must be signed by all holders.

3.5 The Company will establish and maintain a Plan Account, in respect of each Participant, who will be deemed to have directed the Company to do so on lodgement of a completed Application Form.

3.6 The Company will record in respect of each Plan Account of each Participant particulars of:

- (a) the name and address of the Participant; and
- (b) the number of Shares issued under the Plan from time to time; and
- (c) the Company's records will be conclusive evidence of the matters so recorded.

3.7 Where a Participant becomes a registered holder of additional Shares:

- (a) by reason of transmission of Shares from another person; or
- (b) in consequence of an allotment of Shares arising from an acceptance of renounceable rights or an exercise of options, being rights or options which are transferred to the Shareholder from another person,

the instrument of transfer relating to the transferred Shares or transferred rights or options, as the case may be, which is lodged or received with the Company, must correctly identify an existing shareholder number of the Participant and the Shares to be transferred, transmitted or

allotted, as the case may be, will be entered in the Register in relation to that shareholder number.

- 3.8 Notwithstanding clause 3.7, where a Participant fails to identify or correctly identify a shareholder number in respect of additional Shares referred to in clause 3.7, those Shares:
- (a) will be allocated to a new shareholder number created in the Register in respect of the allotment; and
 - (b) will not be Participating Shares for the purpose of the Plan, in the absence of the Participant making an election to participate in respect of those Shares.

4. **Degree of Participation**

- 4.1 Participation in the Plan may be full participation or partial participation.
- 4.2 Full participation means all the Shares registered in the Participant's name at the time of the commencement of participation in the Plan and all Shares subsequently registered in the Participant's name (including Shares issued pursuant to the Plan and any bonus shares issued in respect of Participating Shares) are subject to the Plan.
- 4.3 Partial participation means the number of Shares indicated by the Participant for participation in the Plan and Shares issued pursuant to the Plan and any bonus shares issued in respect of Participating Shares are subject to the Plan.
- 4.4 Where an Application Form fails to indicate the degree of participation, it will, without any requirement of notice to the Shareholder, be deemed to be an application for full participation.
- 4.5 Maximum participation in the Plan may not exceed an amount per Participant as set by the Board from time to time.
- 4.6 A Shareholder's participation, subject to the Rules, may at any time be varied or terminated by that Shareholder completing, signing and lodging with the Company a Variation Notice in accordance with clause 9.

5. **Operation of the Plan**

- 5.1 The Plan commences on the Commencement Date and will not operate in respect of any dividend declared by the Company prior to the Commencement Date.
- 5.2 Each dividend payment to the Participant in respect of Shares subject to the Plan will be applied by the Company on the Participant's behalf in subscribing for additional Shares.
- 5.3 Any amount so payable on Shares which a Participant has nominated as participating in the Plan and which the Company is entitled to retain or otherwise has a lien or charge over in accordance with the Constitution or other requirements of law will not be available for the purpose of participating in the Plan. In particular, in the case of overseas Shareholders, withholding tax will be deducted as usual from the amount payable by way of dividend.
- 5.4 Notwithstanding anything to the contrary in these Rules, no Shares will be allotted to a Shareholder in respect of Shares under the Plan where, in accordance with the Constitution or otherwise by law:
- (a) the Board is, or would be, entitled to retain all or part of any dividend which is, or would be, payable in respect of any of the Shareholder's Shares which are the subject of the Plan; or

- (b) the Company is, or would be, entitled to a charge or lien over any of the Shareholders Shares which are the subject of the Plan, or over any dividend payable in respect of any such Shares.

5.5 At the time of each dividend payment, the Company will for each Participant:

- (a) determine the amount of the cash dividend available for payment to the Participant under the Plan;
- (b) determine the maximum number of additional Shares which can be acquired by the Participant from such cash dividend in accordance with the formula in clause 5.6;
- (c) subscribe for and allot that number of Shares to the Participant; and
- (d) issue a holding statement for Shares allotted under the Plan and dispatch such holding statement to the Participant.

5.6 For the purpose of this clause:

"S" means the number of Shares to be allotted to the Participant;

"P" means the number of Participating Shares registered in the name of the Participant to which the allotment relates;

"D" means the amount of the dividend per Share declared by the Board on Participating Shares;

"Market Price" means the weighted average market price per Share of all Shares sold on the ASX during the 11 Business Days being the Record Date and the 5 Business Days before and after the Record Date on which the sale of Shares were recorded; and

"C" means 0.95 or such other number not less than 0.90 as is determined by the Board from time to time which is not greater than 1.00.

The Company shall apply each dividend which is payable to a Participant in respect of their Participating Shares and which is available for payment to the Participant in subscribing on the Participant's behalf for the number of Shares ascertained by the following formula:

$$S = \frac{P \times D}{C \times \text{Market Price}}$$

5.7 Where a fraction of a share results from the application of the formula set out in clause 5.6, that fraction will be rounded up to the nearest whole number.

6. Shares allotted under the Plan

6.1 Shares allotted under the Plan will be fully paid ordinary shares or such other Shares as determined by the Board and will rank equally to all existing Participating Shares in the Company.

6.2 The Shares will be allotted within the time specified by the Listing Rules.

6.3 Shares allotted under the Plan will be recorded on the Register on which the Participant's holding of Shares is currently registered.

7. Costs to Participants

7.1 All administration costs will be met by the Company. No brokerage, commissions, stamp duty or other transaction costs will be payable by a Participant in respect of the application for allotment of Shares under the Plan.

8. **Statements to Participants**

8.1 The Company will send to each Participant a statement as at each dividend payment providing full details of transactions recorded in the Participant's Plan Account including:

- (a) the number of the Participant's Participating Shares at the relevant Record Date;
- (b) the amount of dividend payable into the Plan Account on all of the Participants Participating Shares including any relevant franking imputation credit information and where applicable, and deductions made pursuant to clause 14.1;
- (c) the number of Shares allotted under the Plan on the allotment to which the statement relates;
- (d) the effective price per share at which those Shares were allotted; and
- (e) the Participants total holding of Participating Shares after such allotment.

9. **Variation, termination of participation**

9.1 A Participant may at any time to vary the degree of participation or may terminate participation in the Plan by giving written notice to the Company in the form of the Variation Notice and will have operation subject to clause 15.

9.2 The receipt by the Company of written notice of death or bankruptcy of a Participant will terminate participation in the Plan by that Participant and any other Participant with whom such Participant was a joint Participant (unless the remaining joint Participant notifies the Company to the contrary within two months of the death of the deceased/declaration of the bankruptcy of the bankrupt Participant).

9.3 Where a Participant disposes of their full holding, their participation in the Plan will terminate on the date on which such ineligibility comes to the attention of the Company.

10. **Reduction when no notice**

10.1 When a Participant with partial participation disposes of a number of Shares, and does not notify the Company otherwise, the Shares being disposed of will, to the extent possible, be taken to be Shares not participating in the Plan.

11. **Transfer of Shares**

11.1 Where a Participant transfers a part of their Shares and does not give notice or otherwise, on each occasion the Shares so transferred will be taken to comprise:

- (a) firstly, non participating Shares; and
- (b) secondly, to the extent that the number of Shares transferred exceeds the number of non participating Shares, Participating Shares.

11.2 Where a Participant transfers all of their holdings of Shares without giving notice of termination of participation in the Plan, the Participant is deemed to have given notice to terminate their participation in the Plan on the last date on which the Company registers the relevant transfer or instrument of disposal of the Participant's Shares.

11.3 When a Participant transfers Participating Shares, those Shares, shall upon registration of such transfer, cease to be Participating Shares.

- 11.4 Where a Participant transfers some of the Participants Shares and wishes those Shares to be comprised other than as specified in clause 11.1, the Participant may deliver an Variation Notice to the Company which specifies which particular Shares will be the subject of a particular transfer. Such a Variation Notice will be void unless:
- (a) it is received by the Company prior to the registration of the transfer to which the Variation Notice relates;
 - (b) it provides details sufficient to identify the transfer to which the Variation Notice relates, including, but not limited to, the date on which any relevant instrument of transfer was executed and the number of Shares concerned;
 - (c) it identifies the number of Shares (if any) participating in the Plan which are to be the subject of the transfer; and
 - (d) it is signed by or on behalf of the Shareholder in such manner as the Company requires.

12. **ASX Listing**

- 12.1 Subject to successful application by the Company, all Shares issued under the Plan will be listed on the ASX.

13. **Modification, suspension and termination of the Plan**

- 13.1 The Plan may be modified, suspended (and if suspended, reinstated), or terminated at the absolute discretion of the Board at any time after giving two months notice in writing to all Shareholders as it considers appropriate.
- 13.2 Without limiting the generality of the foregoing, the Plan may be suspended at any time when the Board considers that its continued operation may be prejudicial to the Company or inequitable between Shareholders (whether in relation to the payment of dividends or otherwise), or for any other reason.
- 13.3 The failure by the Company to give notice of the suspension, modification or termination of the Plan or non receipt of any notice by any Shareholder shall not invalidate that suspension, modification or termination, as the case may be, and will not give rise to any liability on the part of, or right or action against, the Board or the Company.
- 13.4 Any suspension under the Plan will continue until such time as the Board resolves to recommence or terminate the Plan. If the Plan is recommenced, the election as to participation in respect to the previously suspended Plan will be valid and have full force and effect in accordance with these Rules. The date and conditions of the recommencement (including any directions as to Shares recommencing to participate in the Plan) shall be notified to Shareholders.
- 13.5 Where the Plan is modified, Participants will continue to participate under the modified Plan unless a Variation Notice to the contrary is received by the Company in accordance with clause 9.

14. **Taxation**

- 14.1 Notwithstanding clause 7.1, neither the Company nor its directors, officers, employees, representatives, agents or advisers take any responsibility or assume any liability for the taxation liabilities of Participants under an Applicable Law. In the event that such tax or impost is payable in respect of an allotment of Shares to a Participant under the Plan, the amount is to be deducted from the sum which would ordinarily be payable in respect of the dividend to the Participant notwithstanding the Participants participation in the Plan and prior to calculation of the Participants entitlements under the Plan.

14.2 Dividends reinvested under the Plan will be assessable for income tax in the same way as cash dividends.

15. **Applications and Notices**

15.1 Applications and notices to the Company shall be in writing and in such form as the Company may from time to time require.

15.2 Such applications and notices will be effective upon the date of their receipt by the Company subject to:

- (a) the current Rules of the Plan;
- (b) in the case of application, acceptance by the Company;
- (c) receipt by the Company before next Record Date for determining entitlements to payment of a dividend. Applications or notices received after such closure will apply to the next relevant Record Date;
- (d) such other restrictions as to the period of notice required as the Company may from time to time impose.

16. **Administration of the Plan**

16.1 This Plan will be administered by the Board which has the power to:

- (a) determine procedures for administration of the Plan consistent with the Rules;
- (b) settle in such manner as they think expedient 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, and the determination of the Board shall be conclusive and binding on all Participants and other persons to whom the determination relates;
- (c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan; and
- (d) with or without taking expert advice, make any calculation or determine any figure relevant to the operation of the Plan, and such calculation or determination is binding on Participants unless it is manifestly in error.

16.2 The Company and the Board shall in no way be liable to any Shareholder for any loss, damage or claim in respect of the exercise or manner of exercise by the Company or the Directors of any discretion under this Plan. Further, the Company and the Board shall in no way be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by the Participant as a result, directly or indirectly, of the establishment or operations of the Plan or participation in the Plan or in relation to any advice given with respect to participation in the Plan.

17. **General**

17.1 The right to take up a Share under the Plan and a Participant's rights under the Plan are not transferable.

17.2 Participants are at all times bound by these Rules and the Constitution as modified from time to time.

17.3 The Board reserves the right to waive strict compliance with any of the Rules of the Plan.

17.4 Notwithstanding anything to the contrary contained in these Rules, if an inconsistency arises as between a term of the Rules and an Applicable Law, the Applicable Law will prevail to the extent of the inconsistency only and will not serve to otherwise invalidate the Rules.

18. **Governing Law**

18.1 The Plan shall be construed in accordance with the laws of Queensland and each Participant submits to the exclusive jurisdiction of the courts of that state.

**CEC Group Limited Dividend Reinvestment Plan
Application Form**

C/- Link Market Services Limited
Locked Bag A14, Sydney South NSW 1235
Telephone: 02 8280 7454

To the Directors of CEC Group Limited

I/We
(Full name of registered holder(s))

of.....
wish to become a participant in the CEC Group Limited Dividend Reinvestment Plan ("the Plan") in respect of:-

Please place a tick (✓) in one box only

All of my/our shareholding ("full participation")

OR

____% Part or my/our shareholding ("partial participation")

*Please insert proportion of your shareholding which will be subject to the Plan.

I/We hereby authorise you to issue and allot such shares to me/us and to enter particulars of the same in the Register of Members of CEC Group Limited. I/We agree to hold such shares upon the terms and conditions set out in the Constitution of CEC Group Limited.

I/We agree to be bound by the terms and conditions of the Plan.

Signature of Shareholder(s)

_____ Date

How to apply for participation in the CEC Group Limited Dividend Reinvestment Plan

1. Complete then sign the form where indicated as follows:
 - (a) If your shares are registered in the names of joint holders, all holders must sign.
 - (b) If your shares are registered in the name of a corporation, the corporation must execute the form under its common seal or by two directors, a director and secretary, authorised attorney, or otherwise in accordance with the Constitution.
 - (c) If this form is signed under power of attorney, the relevant power of attorney must be produced to the Company for noting, if not already noted.
 - (d) If this form is signed by executors or administrators on behalf of a deceased shareholder, probate or letters of administration together with any other documents required by law, must be produced to the Company for noting, if not already noted.
2. Send the completed and signed form (and any other necessary documents required above), to:

Link Market Services Limited
Level 12, 300 Queen Street
Brisbane QLD 4000

Mail Address:
Locked Bag A14
Sydney South NSW 1235
3. If you have any queries regarding the Plan, please contact the following:

CEC Group Share Registry	or	Company Secretary
Link Market Services Limited		CEC Group Limited
Level 12, 300 Queen Street		401 Spence Street
Brisbane Qld 4000		Cairns Qld 4870
Telephone: 02 8280 7454		Telephone: 07 4035 3500
Facsimile: 07 3228 4999		Facsimile: 07 4035 3976
4. Please note that this form must be received by the Company at the above address before the record date for a dividend in order for this election to be effective in relation to that dividend.

CEC Group Limited Dividend Reinvestment Plan

Note this is not an Application Form to participate in the CEC Group Limited Dividend Reinvestment Plan. A separate Application Form to participate is provided by the registry to new shareholders or on request.

C/- Link Market Services Limited
 Locked Bag A14, Sydney South NSW 1235
 Telephone: 02 8280 7454

Notice of Variation/Termination

To the Directors of CEC Group Limited

Please vary my/our degree of participation in the CEC Group Limited Dividend Reinvestment Plan in the following way:

Please place a tick (✓) in the appropriate box(es)

Ordinary Class Shares

1. My/Our PRESENT degree of participation in the CEC Group Limited Dividend Reinvestment Plan is: Maximum Partial

2. I/We wish to amend this degree of participation to: Maximum Partial

Partial participants please enter in the space opposite, the percentage of your shareholding which will be subject to the Plan %

3. I/We wish to terminate my/our participation in the Plan.

I/We understand this notice will have no effect in respect of the next dividend payment unless it is received by the Company no later than 5.00 pm on the record date to enable determination of entitlements to payment of that dividend.

Please complete in full

H.I.N or
 Shareholder Reference Number

Signature of Shareholder(s)

Name

Address

Date

Complete if a change of address if to be recorded

New address

Postcode

Signature of Shareholder(s)

How to vary/terminate participation in the CEC Group Limited Dividend Reinvestment Plan

1. Complete then sign the form where indicated as follows:
 - (a) If your shares are registered in the names of joint holders, all holders must sign.
 - (b) If your shares are registered in the name of a corporation, the corporation must execute the form under its common seal or by two directors, a director and secretary, authorised attorney, or otherwise in accordance with the Constitution.
 - (c) If this form is signed under power of attorney, the relevant power of attorney must be produced to the Company for noting, if not already noted.
 - (d) If this form is signed by executors or administrators on behalf of a deceased shareholder, probate or letters of administration together with any other documents required by law, must be produced to the Company for noting, if not already noted.

2. Send the completed and signed form (and any other necessary documents required above), to:

Link Market Services Limited
Level 12, 300 Queen Street
Brisbane Qld 4000

Mail Address:
Locked Bag A14
Sydney South NSW 1235

3. If you have any queries regarding the Plan, please contact the following:

CEC Group Share Registry Link Market Services Limited Level 12, 300 Queen Street Brisbane Qld 4000 Telephone: 02 8280 7454 Facsimile: 07 3228 4999	or	Company Secretary CEC Group Limited 401 Spence Street Cairns Qld 4870 Telephone: 07 4035 3500 Facsimile: 07 4035 3976
-------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	--------------------------------------------------------------------------------------------------------------------------------------

4. Please note that this form must be received by the Company at the above address before the record date for a dividend in order for this election to be effective in relation to that dividend.