

CROMWELL GROUP

DISTRIBUTION REINVESTMENT PLAN



SEPTEMBER 2010

This document is issued by Cromwell Corporation Limited (ABN 44 001 056 980) and Cromwell Property Securities Limited (ABN 11 079 147 809 AFSL 238052) as responsible entity for Cromwell Diversified Property Trust (ARSN 102 982 598 ABN 30 074 537 051).

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Note

This is an important document. If you have any doubts about what you should do, please consult your stockbroker, accountant or other professional adviser.

If you have any questions regarding the Distribution Reinvestment Plan (“DRP”) after reading this booklet, please contact Cromwell on 1300 550 841.

Defined words and expressions used in this booklet are capitalised. Please see the Glossary for their meanings.

Features of the Plan

- Participation is voluntary
- You can have all or part of your Stapled Securities participating in the Plan
- No fees, brokerage or other transaction costs for Stapled Securities issued under the Plan
- You can join, withdraw or vary your participation in the Plan at any time
- Stapled Securities acquired under the Plan will rank equally with existing Stapled Securities
- Stapled Securities may be issued at a Discount
- Plan statements outlining the Distribution calculation and details of your participation will be mailed to you after each Distribution Payment Date
- Distributions payable to you will be automatically reinvested in Stapled Securities.

Frequently Asked Questions

What is the Plan?

The Plan provides Stapled Securityholders with a method of automatically reinvesting all or part of their Distributions in Stapled Securities.

Am I eligible to participate in the Plan?

All Cromwell Group Securityholders whose registered address is in Australia or New Zealand are eligible to participate in the Plan. Please see the Rules in this booklet for more information about eligibility.

How do I participate in the Plan?

Participation in the Plan is optional. A Plan Election Form and reply paid envelope are enclosed with this booklet. If you wish to participate in the Plan, you should complete and sign the enclosed Plan Election Form and send it to the Registry (its contact details are provided on the inside back cover of this booklet).

Additional Plan Election Forms are available upon request by calling Cromwell Group's Registry, Link Market Services Limited, on 1300 550 841.

Do all of my Stapled Securities have to participate in the Plan?

No. You can choose to have less than your full Securityholding participating in the Plan by selecting "Partial Participation" on the Plan Election Form and specifying the number of Stapled Securities that you wish to participate in the Plan. If you choose partial participation, your Distribution entitlement for Stapled Securities that are not participating in the Plan will be paid to you in cash (by direct credit unless you are a Securityholder with a registered address outside Australia, in which case payment may be made by cheque).

You should note that if you choose partial participation in the Plan, any Stapled Securities issued or transferred under the Plan will be added to the number of Participating Stapled Securities for the purposes of the next Distribution. If you want to change this outcome, you can complete and lodge a new Plan Election Form.

What if I have more than one Cromwell Group Stapled Securityholding?

A separate Plan Election Form must be lodged for each holding of Participating Stapled Securities.

If, at any time, you choose to combine any or all of your Securityholdings, you should contact the Registry to make sure that the appropriate Plan Election Form continues to be applied.

Is there a minimum or maximum level of participation?

The Board may specify a minimum or maximum level of Stapled Securities that may participate in the Plan from time to time.

At the date of this booklet, there is no minimum or maximum number of Stapled Securities for participation in the Plan. If the Board sets a minimum or maximum level of participation at a later date, we will notify you of this change to the Plan.

How much does it cost to participate in the Plan?

To the extent permitted by law, Cromwell Group will pay any brokerage, commission or other transaction costs for Stapled Securities that you acquire under the Plan. There are no other fees or costs that apply to any Stapled Securities issued under the Plan.

Under existing Australian law, no stamp or other duties are payable in connection with the Plan.

When will my participation in the Plan begin?

Your participation in the Plan will begin on the first Plan Record Date after your validly completed Plan Election Form is received by the Registry. The Plan Election Form must be received by the Registry before 5pm on the Plan Record Date to be effective for the relevant Distribution period.

Can I change my level of participation in the Plan?

You can change your level of participation in the Plan or terminate your participation in the Plan at any time by completing and sending a new Plan Election Form to the Registry. The Registry's contact details are on the inside back cover of this document.

The new Plan Election Form must be received by the Registry before 5pm on the Plan Record Date to be effective for the relevant Distribution period.

How many Stapled Securities will I receive?

The number of Stapled Securities that you will receive is calculated by dividing the Distribution, net of tax payable on your Participating Stapled Securities, by the Price. Your entitlement will be used to purchase as many new Stapled Securities as possible at the Price. Any fractional amounts left over will be carried forward and held on your behalf for future reinvestment in Stapled Securities.

How is the Price determined?

The Price will be the Market Price, which is the average of the daily volume weighted average price of Stapled Securities sold on the Australian Securities Exchange ("ASX") during the ten Trading Days immediately prior to the relevant Plan Record Date to which the Distribution relates, less any Discount.

The Board may apply the Discount from time to time in its discretion. The amount of any Discount will be announced prior to the relevant Plan Record Date.

The allocation of the Price of a Stapled Security between a Unit and a Share will be determined by the Board.

How will I know how many Stapled Securities I have received under the Plan?

You will be sent a statement after each issue or transfer of Stapled Securities to you under the Plan. If you have chosen Partial Participation, you will also receive your direct credit payment advice for the cash Distribution on your Non-Participating Stapled Securities.

You will also be sent an annual tax statement providing details on the taxable components of your Distribution, to assist you in preparing your annual tax returns.

What is the taxation treatment of Distributions paid under the Plan?

Distributions reinvested into Stapled Securities are usually treated in the same way as cash Distributions for Australian tax purposes. Cromwell Group cannot advise you of the tax implications of participating in the Plan. If you require taxation advice, please consult your professional advisor.

The Distributions used to purchase new Stapled Securities are net of any applicable Australian withholding taxes. As an Australian resident Securityholder, you may be subject to withholding tax of up to 46.5% on Distributions in certain circumstances, including if you have not provided us with a tax file number, exemption or Australian Business Number for your holding. The details of any withholding tax paid will be on the Plan statements.

Can I sell my Plan Stapled Securities?

You can sell your Stapled Securities, including Stapled Securities issued or transferred to you under the Plan, at any time through the ASX. If you have elected "Partial Participation" on your Plan Election Form, the number of Stapled Securities sold will first reduce the number of Non-Participating Stapled Securities held by you before, if necessary, reducing the number of your Participating Stapled Securities. You can change this outcome by completing and lodging a new Plan Election Form. If you sell all of your Stapled Securities, your participation in the Plan will end.

Can the Plan be changed or terminated?

Cromwell Group may vary, suspend, recommence or terminate the Plan at any time.

Rules of the Plan

1. Eligibility to participate in the Plan

- a. Participation in the Plan is subject to these Rules.
- b. Participation in the Plan is optional and not transferable.
- c. Any Securityholder whose registered address is in Australia or New Zealand is eligible to participate in the Plan unless excluded under this rule 1. The Board may, at its discretion, determine that Securityholders with a registered address outside Australia or New Zealand are also eligible to participate.
- d. The Board may refuse a Securityholder's participation and suspend or withdraw some or all Stapled Securities from participation at the discretion of the Board.

2. Application to participate in the Plan

- a. An eligible Securityholder who wishes to participate in the Plan must complete, and lodge, the Plan Election Form prescribed by the Board from time to time.
- b. For an application in respect of a joint Stapled Securityholding to be valid, each of the joint Securityholders must sign a single Plan Election Form unless the Plan Election Form is completed and lodged electronically.
- c. If an eligible Securityholder has more than one holding of Stapled Securities and wishes to participate in the Plan with respect to one or more of the holdings, a separate Plan Election Form must be lodged for each separate Stapled Securityholding.
- d. Subject to rule 2(e) and 3(b), an application from an eligible Securityholder to participate in the Plan will be effective for a Distribution, if the Securityholder's Plan Election Form is received by the Registry before the Cut-Off Time on the Plan Record Date for that Distribution.

- e. Cromwell Group or the Registry may:
 - i. accept or refuse a Plan Election Form that is not properly completed, lodged or (where forms are physically completed) signed; and
 - ii. correct any error in, or omission from, a Plan Election Form prior to acceptance under rule 2(e)(i).

3. Electronic applications

- a. Except as provided in rule 2(a) the Board may, from time to time, accept Plan Election Forms lodged electronically at www.linkmarketservices.com.au.
- b. A Plan Election Form lodged electronically will:
 - i. not be taken to have been lodged unless it is validly completed;
 - ii. be taken to be signed by the relevant Securityholder; and
 - iii. be taken to be received by the Registry on the Business Day following its electronic lodgement.

4. Level of participation in the Plan

- a. To complete the Plan Election Form, an eligible Securityholder must elect between full participation and partial participation.
- b. A Plan Election Form that:
 - i. fails to elect between full and partial participation;
 - ii. elects both full and partial participation; or
 - iii. elects partial participation but fails to specify the number of Participating Stapled Securities, will be deemed to be an election for full participation.
- c. If a Participant elects, or is deemed to have elected, full participation for a holding of Stapled Securities, the Plan will apply to all Stapled Securities in that Stapled Securityholding from time to time (including Stapled Securities issued or transferred to the Participant under the Plan and other Stapled Securities added to that holding), subject to any changes to the Participant's Plan election.

- d. If a Participant elects partial participation, the Plan will only apply to that number of Stapled Securities specified by the Participant in the Plan Election Form together with the Stapled Securities issued or transferred under the Plan.
- e. If, at any relevant Plan Record Date, a Participant's total Stapled Securityholding is less than the number of Participating Stapled Securities specified in the Participant's Plan Election Form, all of the Stapled Securities in that Stapled Securityholding will be deemed to be Participating Stapled Securities in respect of the relevant Distribution.
- f. The Board may determine from time to time that participation is subject to a minimum and/or maximum number of Stapled Securities.

5. Operation of the Plan

- a. Each Distribution from time to time due and payable by Cromwell Group to a Participant in respect of Participating Stapled Securities will be applied by Cromwell Group in subscribing for or arranging for the transfer of Stapled Securities in accordance with rule 5(b).
- b. The Board will establish and maintain a Plan account for each Participant. At each Distribution Payment Date, the Board will for each Participant:
 - i. determine the Distribution payable in respect of the Participating Stapled Securities, less any amount that is deductible by Cromwell Group as withholding tax or tax required to be remitted to the Australian Taxation Office as a result of failure by the Participant to supply a tax file number;
 - ii. credit the net amount in rule 5(b)(i) to the Participant's Plan account; and
 - iii. subscribe for or arrange for the purchase and transfer of additional Stapled Securities in the name of the Participant and apply the amount in the Participant's Plan account towards and in satisfaction of the cost of those additional Stapled Securities.

- c. Subject to rule 6(d), the number of Stapled Securities issued or transferred to a Participant will be the whole number equal to, or where not a whole number, the nearest whole number below the number calculated by the formula:

Number of Stapled Securities

$$= \frac{(D - T) + R}{C}$$

D is the amount of the Distribution payable on the Participant's Participating Stapled Securities as at the Distribution Record Date;

T is any withholding tax or other amounts to be withheld in relation to such Stapled Securities;

R is any residual positive balance carried forward in the Participant's Plan account; and

C is the Price of Stapled Securities under the Plan.

- d. If a participant ceases to be a Securityholder, any Distribution which has been accumulated and carried forward pursuant to rule 8.1 as at the date the Participant ceases to be a Securityholder will, unless the Directors determine otherwise, be paid to a charity designated by the Directors. Such amounts will be accumulated and paid on an annual basis.

6. Price of Stapled Securities

- a. The Price at which each Stapled Security is issued or transferred to Participants for a particular Distribution is the Market Price, less such Discount, if any, as the Board may determine.
- b. The Discount determined by the Board in respect of a particular Distribution may differ from the Discount applied in determining the Price for any other Distribution.

- c. In relation to each Distribution, the amount of a Participant's Distribution on Participating Stapled Securities not reinvested in Stapled Securities (including amounts representing a fraction of a Stapled Security), less any amount which is deductible by the Cromwell Group as withholding tax or other amounts, at the election of the Board, will either be:
 - i. recorded as a residual positive balance in the Participant's Plan account and carried forward to the next Distribution. No interest will accrue in respect of any residual positive balance; or
 - ii. paid to the Participant without interest.
- d. If the number of Stapled Securities to be issued or transferred to a Participant under this Plan will result in the number of a Participant's Participating Stapled Securities exceeding the maximum level of participation determined by the Board under rule 3(f), then the Board may:
 - i. scale back the amount of the Distribution to be reinvested by each Participant on a prorata basis to the extent necessary to ensure that the maximum level of participation is not exceeded; and
 - ii. pay to each Participant any portion of their Distribution that is not reinvested (without interest).

7. Issue or transfer of Stapled Securities

- a. The Board in its discretion may, in respect of any given Distribution, either issue new Stapled Securities or cause a broker to arrange for the purchase and transfer of existing Stapled Securities to a Participant or apply a combination of both options, to satisfy the obligations of Cromwell Group under these Rules.
- b. If the Board determines to cause the purchase and transfer of Stapled Securities to Participants, the Stapled Securities may be acquired through a broker in the market in such manner as the Board considers appropriate.

- c. All newly issued Stapled Securities will:
 - i. be issued on the Distribution Payment Date to which the Distribution relates; and
 - ii. rank equally with all existing Stapled Securities from the date on which they are issued.
- d. Stapled Securities issued or transferred to a Participant under the Plan will be registered on the Register.
- e. Cromwell Group will promptly apply to ASX for official quotation of all new Stapled Securities issued under the Plan.

8. Plan statements

- a. After the issue or transfer of Stapled Securities under the Plan, Cromwell Group will send each Participant to whom Stapled Securities have been issued or transferred a statement specifying:
 - i. the number of the Participant's Participating Stapled Securities at the Distribution Record Date;
 - ii. from the Distribution paid on those Participating Stapled Securities:
 - A) the amount comprising Distributions on Stapled Securities and the extent to which the Distribution component of the Distribution is franked; and
 - B) the amount of any withholding or deduction from the Distribution made under rule 5(b);
 - iii. the number of Stapled Securities issued or transferred to the Participant under the Plan and the Price at which they were issued or transferred and the amount applied towards the Participant's residual positive balance;
 - iv. the date on which the Stapled Securities were issued or transferred to the Participant under the Plan;

- v. subject to any Stapled Security transactions in which the Participant may have engaged after the Distribution Record Date, the total number of Stapled Securities (both Participating and Non-Participating) held by the Participant after the issue or transfer of Stapled Securities under the Plan; and
- vi. the details of any scale back under rule 6(d).

9. Variation of participation in the Plan

- a. At any time a Participant may:
 - i. vary the Participant's participation from full participation to partial participation or from partial participation to full participation; or
 - ii. maintain the Participant's partial participation but increase or decrease the number of Participating Stapled Securities,
by completing and lodging a new Plan Election Form.
- b. If a Participant disposes of part of the Participant's holding of Stapled Securities and does not lodge a new Plan Election Form, the Stapled Securities disposed of will, to the extent possible:
 - i. first, reduce the number of any Non-Participating Stapled Securities that the Participant holds; and
 - ii. second, reduce the number of any Participating Stapled Securities that the Participant holds.
- c. A Plan Election Form varying a Participant's level of participation in the Plan will be effective for a Distribution, if that the Securityholder's Plan Election Form is received by the Registry on or before the Cut-off Time (subject to 3(b)) on the Plan Record Date for that Distribution.

10. Termination of participation in the Plan

- a. A Participant may terminate their participation in the Plan by completing and lodging a new Plan Election Form.
- b. A Plan Election Form terminating a Participant's participation in the Plan will be effective for a Distribution, if that Securityholder's Plan Election Form is received by the Registry on or before the Cut-off Time on the Plan Record Date for that Distribution (subject to 3(b)).
- c. A Participant will be deemed to have terminated the Participant's participation in the Plan:
 - i. on receipt by the Registry of a Plan Election Form in accordance with rules 10(a) and 10(b);
 - ii. on the first Distribution Record Date following registration of a transfer of all of the Participant's Participating Stapled Securities;
 - iii. on termination of the Plan by Cromwell Group;
 - iv. on receipt by Cromwell Group of notice of the Participant's death, bankruptcy, liquidation or provisional liquidation, except where the Participant was a joint holder and any remaining holder or joint holders are eligible Securityholders under rule 1; or
 - v. on the Participant ceasing to be an eligible Securityholder under rule 1.
- d. When a Participant has terminated or is deemed to have terminated participation in the Plan any residual cash balance will be paid in the same manner as if the payment were a Distribution and at the time the next Distribution is paid. Any Distribution which has been accumulated and carried forward as at the date the Participant ceases to be a Securityholder will, unless the Directors determine otherwise, be paid to a charity designated by the Directors.

11. Participant's costs

- a. To the extent permitted by law, Cromwell Group will pay any brokerage, commission or other transaction costs payable in respect of any Stapled Securities acquired under the Plan.
- b. If the existing legislation changes so that at the date of any issue or transfer, any stamp duty is payable in any Australian state jurisdiction in respect of the issue or transfer, the amount of such stamp duty shall be paid by the Participant to whom the Stapled Securities are issued or transferred and will be debited to that Participant's Plan account.

12. Administration of the Plan

- a. The Plan will be administered by the Board and any determination made by the Board in connection with the Plan or the Rules will be final and binding. Without limiting the effect of any other Rule, the Board will at all times have power in their discretion to:
 - i. resolve conclusively any disputes, disagreements, anomalies or questions of interpretation relating to the Plan or the Rules either generally or in relation to any Participant or any Stapled Securities;
 - ii. determine appropriate procedures for the administration of the Plan consistent with the Rules;
 - iii. waive strict compliance with any of the Rules; and
 - iv. delegate the exercise of any of the Board's powers or discretions arising under the Plan to one or more persons for such period and on such conditions as the Board may determine
- b. Notwithstanding any other provision of these Rules, the Plan will be conducted, and these Rules will be applied, in accordance with and subject to the Corporations Act 2001 (Cth), the Listing Rules and the Constitutions.

13. Variation, suspension and termination of the Plan

- a. The Plan will terminate automatically on cessation of Stapling.
- b. The Plan may be varied (including by variation of the Rules), suspended, recommenced or terminated by the Board at any time.
- c. A variation, suspension, recommencement or termination of the Plan will be effective:
 - i. from the date determined by the Board; and
 - ii. in the case of a suspension, until such time as the Board resolves to either recommence or terminate the Plan.
- d. The Board will give notice of any termination, variation, suspension or recommencement of the Plan to Participants.
- e. A notice under rule 13(d) may be provided in any manner (including, without limitation, by notice on Cromwell Group's website, announcement to ASX or mailed written notices) that the Board considers appropriate.
- f. The accidental omission to give notice of a variation, suspension, recommencement or termination of the Plan to any Securityholder or the non receipt of any such notice by any Securityholder will not invalidate or have any other effect on the variation, recommencement, suspension or termination.
- g. A variation, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right of action against, CCL or CPS or their directors, officers, employees, representatives or agents.
- h. If the Plan is varied, a Participant will continue to participate under the varied Plan unless the Participant varies or terminates participation by completing and lodging a new Plan Election Form.

- i. If the Plan is suspended, all the Stapled Securities of each Participant will be deemed to be Non-Participating Stapled Securities, on which Distributions will be paid for the period of the suspension.
- j. If the Plan is recommenced after a period of suspension, the election in the previous Plan Election Form of each Participant will be reinstated and will be effective for the purposes of the recommenced Plan, unless determined otherwise by the Board and notified to Participants in accordance with rule 13(d).
- k. If the Plan is terminated, all participation in the Plan will cease and subsequent Distributions will be paid to Participants by cheque or direct credit.
- l. Any provisions of the Corporations Act 2001 (Cth) or the Listing Rules required to be included in the Plan will be taken to be included in the Plan.

14. Taxation

Neither Cromwell Group nor its officers, employees, representatives or agents:

- a. take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person in connection with the Plan; or
- b. represent or warrant that a Participant will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the Plan.

15. Participants to be bound

Participants are at all times bound by the Rules of the Plan.

16. Set off

A Participant may not participate in the Plan where, in accordance with the Constitutions or any law, Cromwell Group is entitled to retain all or part of a Distribution payable in respect of that Participant's Participating Stapled Securities or the Cromwell Group is entitled to a charge over such Participating Stapled Securities or over any Distribution payable in respect of such Participating Stapled Securities, unless the Board otherwise determines in its discretion.

17. Governing law

The Plan and the Rules are governed by the laws of Queensland.

18. Interpretation

In these Rules, unless the context otherwise requires:

- a. a reference to the Plan or these Rules includes any variation or replacement of them;
- b. the singular includes the plural and vice versa;
- c. if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- d. the word person includes a firm, body corporate, unincorporated association or authority;
- e. a reference to a statute includes all regulations and other instruments made under it and consolidations, amendments, reenactments and replacements of any of them; and
- f. headings are inserted for convenience and do not affect the interpretation of the Rules.

Glossary

In the Rules and this booklet, the following words and expressions have the meanings indicated unless the contrary intention appears:

ASX means ASX Limited or the securities market conducted by it, as the context requires.

Board means the administrators of the Plan being the directors of CCL in relation to the Shares and the directors of CPS in relation to the Units.

Business Day means a day which is a Business Day under the Listing Rules.

CCL means Cromwell Corporation Limited ACN 001 056 980.

DPT means Cromwell Diversified Property Trust ARSN 102 982 598.

Constitutions means the constitutions of CCL and DPT.

CPS means Cromwell Property Securities Limited ACN 079 147 809.

Cromwell Group means the stapled group comprising CCL and DPT.

Cut-Off Time is 5pm, Brisbane Queensland time.

Discount means the discount, expressed as a percentage, to the Market Price, as determined by the Board under rule 5(a).

Distribution means a distribution in respect of a Stapled Security to which the Board has determined the Plan will apply.

Distribution Record Date means the date and time, as determined by the Board, at which the Register is closed for the purpose of determining entitlements to Distributions.

Distribution Payment Date means the date, as determined by the Board, on which a Distribution is paid.

Listing Rules means the listing rules of the ASX, as amended from time to time.

Market Price of a Stapled Security to be acquired under the Plan means:

- a) the average of the daily volume weighted average price of Stapled Securities sold on ASX during the ten Trading Days immediately prior to the Plan Record Date to which the Distribution relates; or
- b) if:
 - i. there have been no sales of Stapled Securities on ASX in the previous ten Trading Days; or
 - ii. Cromwell Group believes that the calculation in paragraph (a) does not reflect fair value of a Stapled Security during this period,

the market price of a Stapled Security calculated in accordance with the Corporations Act 2001 and the Listing Rules, which is capable of being verified as fair value by an expert independent of Cromwell Group whose identity and instructions will be determined by Cromwell Group.

Non-Participating Stapled Securities means those Stapled Securities that a Participant has not nominated for participation in the Plan or which are deemed to be ineligible to participate in the Plan under these Rules.

Participant means, in respect of a Distribution, an eligible Securityholder with Stapled Securities who participates in the Plan. If an eligible Securityholder holds more than one holding, the Securityholder is treated as a separate Participant for each holding.

Participating Stapled Securities means those Stapled Securities that a Participant has nominated to participate in the Plan or which are deemed to participate in the Plan under these Rules.

Plan means the Cromwell Group Distribution Reinvestment Plan.

Plan Election Form means the form that must be used to apply for, vary or terminate participation in the Plan, and includes without limitation a form in physical and/or electronic format.

Plan Record Date means the day which is 15 Business Days before a Distribution Payment Date or any other date specified by the Board in relation to a Distribution.

Price means, in respect of the Stapled Securities to be issued or transferred to Participants for a particular Distribution, the price determined under rule 6(a).

Register means the register of members of Cromwell Group.

Registry means the Stapled Security registry from time to time.

Rules means the rules of the Plan as amended from time to time.

Securityholder means a registered holder of a Stapled Security.

Share means an ordinary share in CCL.

Stapled Security means a Cromwell Group Stapled Security consisting of one Share and one Unit.

Stapling means the stapling of Shares and Units to form Stapled Securities, which cannot be dealt with unless the corresponding security is dealt with in an identical manner.

Trading Day has the meaning given in the Listing Rules.

Unit means an ordinary unit in DPT.

Corporate Directory

Registered office

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www.cromwell.com.au/drp