



ASTRON LIMITED
(ABN 97 000 285 272)

Registered Office: Level 19, 2 Market Street, Sydney NSW 2000, Australia
Telephone: 02 9286 5555 Facsimile: 02 9286 5599

ASX ANNOUNCEMENT

4 November 2005

Companies Announcement Platform
Australian Stock Exchange
Level 6, 20 Bridge Street
Sydney NSW 2000

**Re Dividend Reinvestment Plan ('DRP') and
Dividend Announcement**

Dear Sir

Astron Limited is pleased to attach the details of its DRP introduced to its shareholders. In order to participate in the DRP for the current dividend the DRP election notice is required to be returned to Astron's Share Registry by 30 November 2005.

We further confirm the following relevant dates for the forthcoming dividend:

- Record Date	30 November 2005
- Date of payment	12 December 2005

Matthew Suttlings
Company Secretary

Principal (China) Office
Shenyang Astron Mining Industry Limited
7th Floor, Tongda Building No 338
Daxi Road, Shenhe District
Shenyang, Liaoning Province, China 110013
Telephone: 86 24 2295 0406 Facsimile: 86 24 2295 1491
Email: sastron@pub.sy.ln.cn



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2 November 2005

Dear Shareholder

I am writing to you to introduce Astron Limited's Dividend Reinvestment Plan (DRP), which is intended to provide eligible shareholders with the opportunity to reinvest in Astron all or part of any future dividend payments they receive.

If you choose to participate in the DRP, you will be allocated *additional* Astron ordinary shares (Astron DRP Shares), instead of receiving a dividend by cheque or direct credit, when any dividends are paid while the DRP is operational.

As a special introductory offer eligible shareholders will receive a 5% discount to an average market price for DRP Shares issued as part of the next dividend.

This is a convenient and cost-effective way to increase your investment in Astron, without having to appoint a broker or pay fees, brokerage or other transaction costs.

How does the DRP work?

The enclosed booklet outlines the rules of the DRP and I encourage you to read it in its entirety before you decide whether or not to participate.

Subject to your eligibility, and the rules of the DRP:

- You must hold a minimum of 200 ordinary shares per registered holding to be eligible to participate in the DRP. This will be assessed by the share registry at each dividend record date.
- Participation in the DRP is entirely voluntary and you can join, withdraw, or vary your participation at any time. If you choose to participate, your participation will become active for your next dividend, provided your DRP Election Form is received before the next dividend record date.
- If you choose to participate in the DRP, the number of Astron DRP Shares you receive will be calculated by multiplying the number of participating shares you hold at the dividend record date by the relevant dividend, deducting any withholding tax (if applicable), and then dividing this amount by the issue price for DRP Shares. The calculation will be rounded down to the nearest whole number of shares.

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- The issue price for DRP Shares will be based on an average market price calculated in accordance with the Rules of the DRP.
- You can choose to have less than your full shareholding participating in the DRP, provided you specify a minimum of 200 shares per registered holding (partial participation). If you choose partial participation, you will receive a dividend cheque or direct credit for the portion of your shares not participating in the DRP.
- After calculating the number of Astron DRP Shares you will receive, there may be a small cash balance remaining which will be less than the issue price of one Astron DRP Share. Generally, this amount will be carried forward to the next dividend payment date.

How do I participate in the DRP?

If you decide to participate, please complete the DRP Election Form and return it in the enclosed reply paid envelope to Astron's share registry.

To take advantage of the special introductory discount of 5% please return your form no later than 30 November 2005, ie well before December when Astron wants to pay its announced initial dividend.

If you decide not to participate, do nothing, and you will continue to receive your dividend payments by cheque or direct credit.

If you have any concerns about what to do, you should consult your stockbroker, accountant or professional adviser.

If you have any questions regarding the DRP once you have read the booklet, please contact Astron's share registry on **1300 137 328**.

Yours sincerely

Gerard King
Chairman

Principal (China) Office

Shenyang Astron Mining Industry Limited

7th Floor, Tongda Building No 338

Daxi Road, Shenhe District

Shenyang, Liaoning Province, China 110013

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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 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.

--	--	--	--	--	--	--

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.

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 Record 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.

13 DR

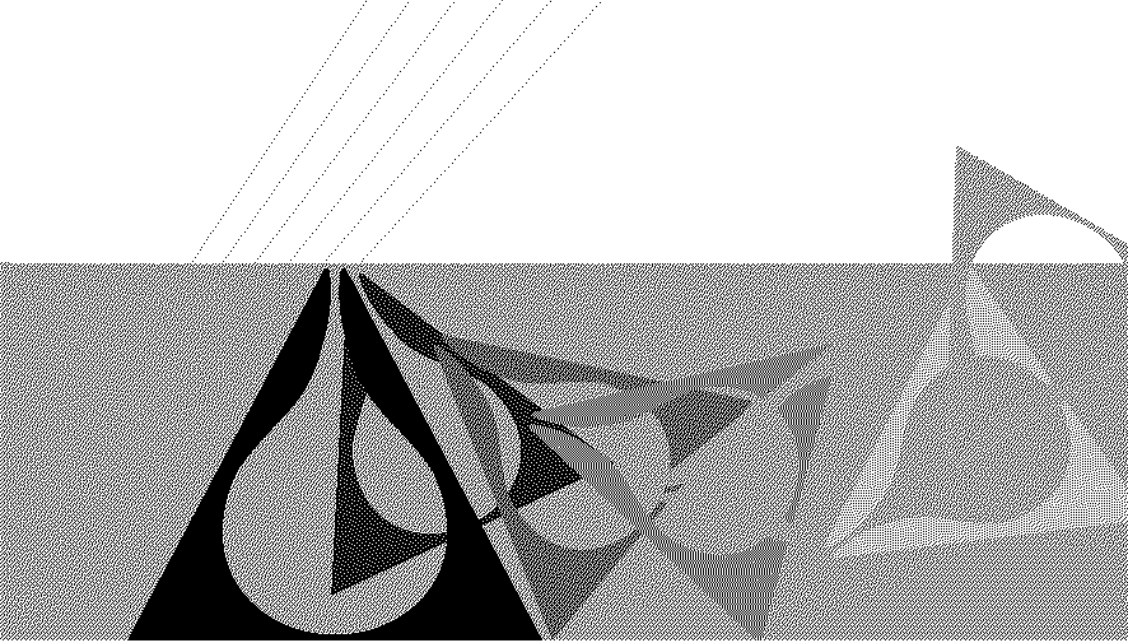
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Please return the completed form in the envelope provided or to the address opposite:

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



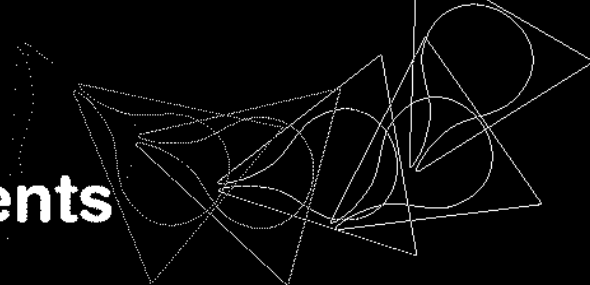


Dividend Reinvestment Plan



ASTRON LIMITED
ABN 97 000 285 272

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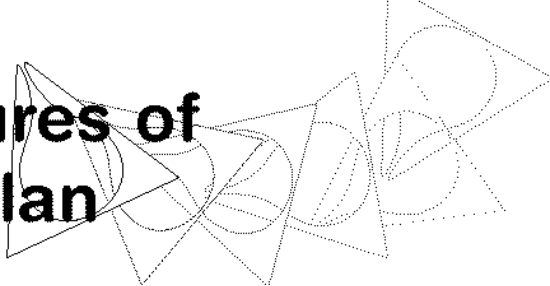
This is an important document

If you have any doubts as what you should do please consult your stockbroker or other professional adviser.

If you have any questions in relation to the Dividend Reinvestment Plan after reading this booklet, please call the Share Registry on **1300 855 080**



Features of the Plan

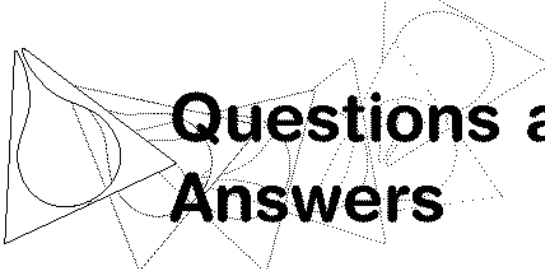


FEATURES OF THE ASTRON DIVIDEND REINVESTMENT PLAN

Under Astron Limited's Dividend Reinvestment Plan (DRP), you can choose to reinvest your Dividends in the company to acquire additional Shares. The DRP provides a convenient and cost effective way to increase your investment in the Company.

Features of the DRP include:

- To participate in the DRP you must hold a minimum of 200 Shares per registered holding
- Participation is entirely voluntary and you can choose to reinvest all, part or none of your Dividend in the DRP
- You can choose to have less than your full shareholding participating in the DRP, provided you specify a minimum of 200 Shares per registered holding (Partial Participation)
- You do not have to appoint a broker and will not pay fees, brokerage or other transaction costs for Shares Allocated under the DRP
- You can choose to join, withdraw, or vary your participation in the DRP at any time
- Shares Allocated under the DRP will rank equally with existing Shares
- DRP Statements outlining the Dividend calculation and the details of your participation will be mailed on the Payment Date



Questions and Answers

1 How do I participate in the DRP?

Participation in the DRP is entirely voluntary. You can choose to participate by completing the enclosed DRP Election Form and returning it in the enclosed reply paid envelope. Additional forms can be downloaded from www.astronchem.com or you can contact our Share Registry on 1300 855 080 to request a DRP Election Form.

2 Who is eligible to participate in the DRP?

Astron ordinary shareholders who:

- hold a minimum of 200 Shares per registered holding at each Dividend Record Date; and
- have a registered address in Australia

are eligible to participate in the DRP, unless they are U.S. persons or hold Shares on behalf of another person who resides outside Australia.

Shareholders in other jurisdictions may also be eligible in some circumstances. Please see the Rules in this booklet for further information about eligibility.

3 How is the Issue Price calculated?

The Issue Price is based on an Average Market Price of Shares calculated during a set Pricing Period. The Pricing Period for DRP Shares will be determined by the Directors for each Dividend Payment Date, however, it will be at least five Trading Days. The Issue Price will be rounded down to the nearest cent.

4 Do all my Shares have to participate in the DRP?

You can choose to have less than your full shareholding participating in the DRP, provided you specify a minimum of 200 Shares per registered holding for participation (Partial Participation). If you choose Partial Participation, you will receive a dividend cheque or direct credit for the portion of your Shares not participating in the DRP.

5 Is there a minimum or maximum participation level?

To participate in the DRP you must hold a minimum of 200 Shares at each Dividend Record Date. You must also specify a minimum of 200 Shares for participation in the DRP. Astron has the discretion to introduce a maximum participation level and vary the minimum participation level.

6 How many Shares will I receive?

The number of DRP Shares you receive will be calculated by multiplying the number of Participating Shares you hold at the Dividend Record Date by the relevant Dividend, deducting any withholding tax (if applicable), and then dividing this amount by the Issue Price. The calculation will be rounded down to the nearest whole number of Shares.

7 How will I know how many Shares I receive under the DRP?

All participants in the DRP will be sent a statement on the Payment Date. This statement will include:

- the number of Participating Shares you held at the Dividend Record Date
- the Dividend Payment calculation (including withholding tax deductions, if applicable)
- the Issue Price of the DRP Shares
- the number of DRP Shares issued to you and the amount of any residual balance (if applicable).

If you are a partial Participant you will also receive your cheque or direct credit payment advice in the same envelope.

8 How will my DRP Shares be treated for the subsequent dividend payments?

If you choose to participate fully in the DRP, all Shares held by you at each Dividend Record Date will be treated as participating in the DRP (Participating Shares), including any previously acquired DRP Shares or other Shares. If you choose Partial Participation, only the number of Shares you have specified (at least 200) will be Participating Shares.

Questions and Answers cont.

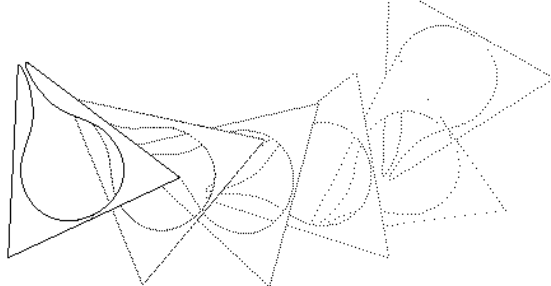
9 What occurs when there is a residual balance?

Generally, when there is a residual balance following the calculation of the Issue Price and the number of DRP Shares you receive, it will be carried forward and added to your next Dividend Payment entitlement. However, in some circumstances, it may be paid to a registered charity or paid to you with your next Dividend Payment. Please see Rule 7.4 for further information about the residual balance. The effects of participating in the DRP under a number of scenarios are illustrated below. These scenarios assume that no withholding tax has been deducted.

	Shareholder A	Shareholder B	Shareholder C
	FULL Participation	PARTIAL Participation	DOES NOT Participate
Shares held as at Dividend Record Date	1,000	1,000	1,000
Dividend per Share	\$0.10	\$0.10	\$0.10
Total Dividend	\$100.00	\$100.00	\$100.00
Participating Shares	1,000	200	0
Dividend on Participating shares	\$100	\$20	N/A
Issue Price of astron DRP Shares	\$3.00	\$3.00	N/A
Astron DRP Shares allocated	33	6	N/A
Cost of Astron DRP Shares allocated	\$99	\$18	N/A
Residual balance in DRP account	\$1.00 ⁽¹⁾	\$2.00	N/A
Cash balance of total Dividend – paid by cheque or direct credit	\$0.00	\$80.00	\$100.00
Total shareholding after this Dividend ⁽²⁾	1,099	1,006	1,000
Participating Shares for next Dividend	1,000	200	0

Note: (1) Residual balances are generally carried forward to next Dividend Payment Date – see Rule 7.4 for further details

(2) Excludes any Share transactions after Dividend Record Date



10 What if I have more than one Astron shareholding?

You will need to complete a separate DRP Election Form for each of your shareholdings. For example, you may have issuer sponsored holdings and CHESS holdings. To make it easier to manage your shareholdings, you may want to combine your shareholdings. Please contact the Share Registry for more information.

11 What will happen if I combine my separate shareholdings?

If you decide to combine your holdings, for instance by converting your issuer sponsored holding to your CHESS holding (or vice versa) your participation in the DRP may be affected by the conversion of your holdings. You should contact the Share Registry to ensure the appropriate DRP election continues to be applied.

12 Can the DRP be changed or terminated?

Astron may vary the Rules or suspend or terminate the DRP at any time. If this occurs, Astron will make a public announcement and information will be available on www.astronchem.com

13 How do I change my DRP participation?

You can change your participation or withdraw from the DRP by either:

- downloading a DRP Election Form from www.astronchem.com; or
- contacting the Share Registry on **1300 855 080** to request a DRP Election Form, completing it and sending it to the Share Registry.

Your DRP Election Form must be received before the next Dividend Record Date to be active for the next Dividend.

Questions and Answers cont.

14 Can I sell my DRP shares?

Shares acquired through the DRP can be sold at any time after Allocation and quotation. If you sell all of your Shares between a Dividend Record Date and Dividend Payment Date, your Dividend Payment in respect of Participating Shares will still be reinvested in the DRP. However, if you sell all of your Shares before the Dividend Record Date, you will not receive Shares under the DRP or any other payment on the Dividend Payment Date.

15 What is the taxation treatment?

Dividends reinvested into Shares are usually treated as cash dividends for Australian tax purposes. Astron cannot advise on the taxation implications of participating in the DRP. If you have any questions regarding taxation implications, please consult your stockbroker, accountant or professional adviser.



Rules of the Dividend Reinvestment Plan

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

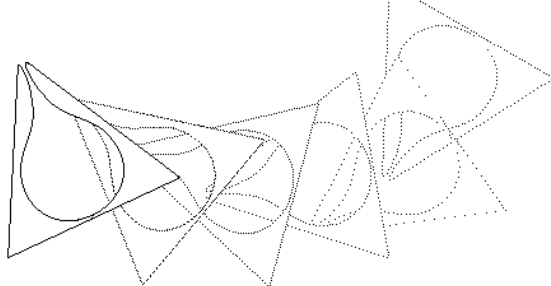
Rules of the Plan cont.

1 Commencement of DRP

- 1.1 The DRP and these Rules will commence operation on such date as the Directors determine.

2 Eligibility and participation

- 2.1 Only Eligible Shareholders may participate in the DRP.
- 2.2 Subject to Rules 2.3 and 2.6, an Eligible Shareholder is, in respect of a particular Dividend Payment Date:
 - (a) a person who, at the relevant Dividend Record Date was recorded in Astron's share register as a registered holder of at least the Minimum Holding and having an address in Australia, unless that person holds Shares on behalf of another person who resides outside Australia and who would not, if named on the register, be an Eligible Shareholder under Rule 2.2(b); or
 - (b) any other registered holder of Shares at the relevant Dividend Record Date that has satisfied the Directors that:
 - (i) the offer and issue or transfer of Shares under the DRP is lawful and practicable in the jurisdiction in which they reside; and
 - (ii) that person does not hold Shares on behalf of another person who resides outside that jurisdiction and who would not, if named on the register, be an Eligible Shareholder.
- 2.3 Notwithstanding any other terms of the DRP, "Eligible Shareholder" does not include any "U.S. person" (as defined in Regulation S under the U.S. Securities Act of 1933), nor the estate of any deceased person where Astron has been notified of the estate.



2.4 Participation in the DRP by an Eligible Shareholder:

- (a) is optional and voluntary;
- (b) is not transferable; and
- (c) may be varied or terminated at any time as set out in Part 10.

2.5 To apply to participate in the DRP, an Eligible Shareholder must complete, sign and lodge with the Share Registry a DRP Election Form in accordance with these Rules and the instructions on the DRP Election Form. However:

- (a) Astron may accept a written application from an Eligible Shareholder for participation in the DRP which is not in the form of a DRP Election Form if Astron decides that the instructions are clear and sufficient. Such written instruction, if acceptable to Astron, will be deemed to be a DRP Election Form for the purpose of these Rules;
- (b) Astron may allow an Eligible Shareholder to lodge a DRP Election Form electronically, either through Astron's website or that of an authorised third party. The availability (if any) of such a facility will be referred to on Astron's website and announced to ASX. Any DRP Election Form so lodged must comply with the applicable terms and conditions of the facility.

2.6 Astron may determine that a Shareholder is not an Eligible Shareholder within the terms of these Rules. Such a determination will be final. In making this determination, Astron may consider, among other things, whether a Shareholder obtained any necessary approvals or advices to enable that Shareholder to participate in the DRP in the jurisdiction in which that Shareholder resides.

2.7 If an Eligible Shareholder has more than one holding of Shares and wishes to participate in the DRP with respect to one or more such holding, a DRP Election Form must be lodged with respect to each separate shareholding.

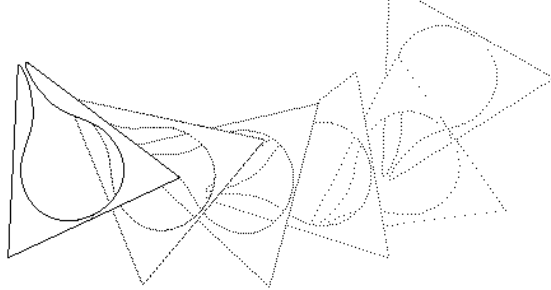
Rules of the Plan cont.

- 2.8 If Shares are jointly held by two or more Eligible Shareholders, all joint holders of such Shares must sign a single DRP Election Form for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the DRP with respect to the Shares jointly held.
- 2.9 Astron may refuse to accept a DRP Election Form and may suspend or withdraw Shares from participation in the DRP if it considers that the participation of those Shares might lead to foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in Astron for the purposes of the foreign takeovers legislation.

3 Degrees of participation

Electing Full or Partial Participation

- 3.1 An Eligible Shareholder who wishes to participate in the DRP must elect on the DRP Election Form the degree to which the Shareholder wishes to participate in the DRP.
- 3.2 The degree of participation that an Eligible Shareholder may elect is either:
- (a) **Full Participation** – for all of the Participant's shareholding from time to time – see Rule 3.4 and Part 4; or
 - (b) **Partial Participation** – for a specific number of Shares nominated by the Participant – see Rules 3.5 and 3.6 and Part 4.
- 3.3 Signed and otherwise complete DRP Election Forms received by Astron which do not indicate the degree of participation in the DRP which an Eligible Shareholder wishes to elect, including by:
- (a) electing Partial Participation without specifying the number of Participating Shares;
 - (b) signing the DRP Election Form but not electing Full Participation or Partial Participation; or



(c) electing both Full Participation and Partial Participation,

will, without further notice to the relevant Eligible Shareholder, be deemed to be an election of Full Participation. This Rule does not limit Parts 5 and 6.

Consequences of electing Full Participation

3.4 Subject to Rule 4.2, if a Participant has elected Full Participation for a holding of Shares, all of that shareholding from time to time will be Participating Shares. This means that all Shares acquired by that Participant that are added to that holding (including any DRP Shares issued to the Participant) will be designated Participating Shares, subject to:

- (a) the SCH Business Rules;
- (b) any subsequent disposals of Shares;
- (c) any changes to that Participant's DRP election; and
- (d) any maximum limit on Participating Shares that may be set by Astron from time to time.

Consequences of electing Partial Participation

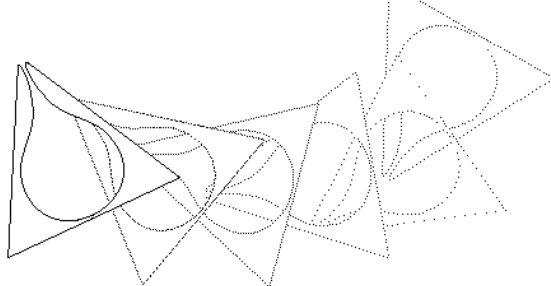
3.5 If a Participant has elected Partial Participation for a holding of Shares, the number of Participating Shares will remain that specified by the Participant on its DRP Election Form and will not increase, irrespective of whether the Participant subsequently acquires additional Shares (including any DRP Shares issued to the Participant).

3.6 Subject to the Participant holding the Minimum Holding, if a Participant who has elected Partial Participation holds, at any Dividend Record Date, fewer Shares than the number of Participating Shares specified by that Participant on its DRP Election Form, then all of that Participant's holding of Shares will be designated Participating Shares for the purposes only of the Dividend to which the relevant Dividend Record Date relates.

Rules of the Plan cont.

4 Minimum and maximum participation

- 4.1 Notwithstanding any other terms of the DRP, the minimum permitted number of Participating Shares is 200 Shares or such other number determined by Astron, in its discretion. Astron may vary this minimum participation limit by noting such variation on Astron's website and by notice to ASX.
- 4.2 Notwithstanding any other terms of the DRP, Astron may, whether in respect of a particular Dividend or as a continuing term of participation in the DRP, set a maximum number of Participating Shares per Eligible Shareholder.
- 4.3 To the extent that a DRP Election Form specifies a number of Participating Shares in excess of a limit set under Rule 4.2 (including by electing Full Participation where the number of Participating Shares would exceed that limit), for so long as that limit applies:
- (a) that limit will be deemed to be the number of Participating Shares for the purposes of Part 7 and Rule 9.1; and
 - (b) any Shares specified in a DRP Election Form as Participating Shares in excess of that limit (including by electing Full Participation where the number of Participating Shares would exceed that limit) will be deemed to be Non-Participating Shares, and any Dividend payable in respect of those Shares will be paid by cheque or direct credit.
- 4.4 Where a limit is set under Rule 4.2, Astron may waive the limit on the number of Participating Shares at any time for any Eligible Shareholder who holds Shares as a trustee or nominee for a number of beneficial owners (who are also Eligible Shareholders), provided that:
- such trustee or nominee will not at any time participate in the DRP on behalf of any single beneficial owner in excess of the limit set under Rule 4.2; and
 - Rule 4.3 will apply as if each such beneficial owner is the registered Shareholder.



5 Acceptance of applications

- 5.1 Subject to Rule 5.3, an Eligible Shareholder's participation in the DRP will commence from the first Dividend Record Date following receipt by the Share Registry of the Eligible Shareholder's DRP Election Form and will continue for so long as the DRP Election Form is effective under Rule 5.2.
- 5.2 Subject to Rules 2.2 and 5.3, a DRP Election Form submitted in accordance with Rule 2.5 is effective:
- (a) from the date the DRP Election Form is received by the Share Registry;
 - (b) in respect of a Dividend, only if it is received prior to the relevant Dividend Record Date;
 - (c) until:
 - (i) the Participant varies or terminates its participation in the DRP pursuant to these Rules; or
 - (ii) suspension of the DRP for two or more consecutive Dividend Payment Dates; or
 - (iii) termination of the DRP; and
 - (d) until the Participant ceases to be an Eligible Shareholder. The form will become effective again if and at such time as the Shareholder recommences to be an Eligible Shareholder; or
 - (e) upon and from recommencement of the DRP, following a suspension of less than two consecutive Dividend Payment Dates.
- 5.3 Astron may:
- (a) accept or refuse a DRP Election Form which is not properly completed or signed;

Rules of the Plan cont.

- (b) correct any error in, or omission from, a DRP Election Form, prior to acceptance under Rule 5.3(a).

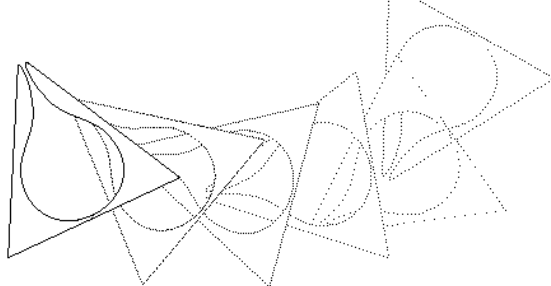
5.4 Astron will record, with respect to each Participant:

- (a) the name and address of the Participant (being the name and address in the company's register of members, from time to time); and
- (b) the number of Participating Shares held by the Participant from time to time, and Astron's records will be conclusive evidence of the matters so recorded.

6 Significance of applying

6.1 By applying to participate in the DRP in accordance with Rule 2.5, an applicant:

- (a) warrants to Astron that it is an Eligible Shareholder (see Rule 2.2);
- (b) authorises Astron (and its officers or agents) to correct any error in, or omission from, its DRP Election Form;
- (c) acknowledges that Astron may at any time irrevocably determine that the applicant's DRP Election Form is valid, in accordance with these Rules, even if the DRP Election Form is incomplete, contains errors or is otherwise defective;
- (d) acknowledges that Astron may refuse any DRP Election Form;
- (e) consents to the establishment of a DRP account on its behalf;
- (f) consents to any residual positive balance produced by the calculation in Rule 7.3 remaining in its DRP account rather than being paid by cheque or direct credit or as otherwise determined by the Directors;
- (g) agrees to the appointment of a trustee nominated by Astron as the Participant's agent to acquire Shares on market, where Astron



decides to Allocate DRP Shares to Participants by transferring existing Shares in accordance with Rules 8.1 and 8.2;

- (h) consents to the donation of the residual positive balance in its DRP account to one or more registered charities, in the circumstances set out in Rule 7.4(c);
- (i) acknowledges that Astron may arrange for the DRP to be fully or partially underwritten in respect of any one or more Dividend Payment Dates;
- (j) acknowledges that neither Astron nor the Share Registry has provided the applicant with investment advice or financial product advice and that neither has any obligation to provide this advice, concerning its decision to apply to participate in the DRP; and
- (k) unconditionally agrees to the Rules and agrees not to do any act or thing which would be contrary to the spirit, intention or purpose of the DRP,

in each case, at all times, until termination of the DRP or of the Participant's participation in the DRP.

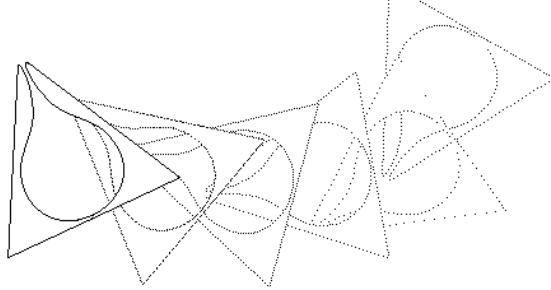
7 Reinvestment of Dividends

- 7.1 Subject to Rule 7.2 and Part 10, each Dividend which is payable to a Participant in respect of Participating Shares will be applied by Astron on the Participant's behalf to acquire or subscribe for DRP Shares.
- 7.2 Any portion of a Participant's Dividend Payment on Participating Shares:
 - (a) which is deductible by Astron as withholding tax; or
 - (b) which Astron is entitled or required to withhold or deduct for any reason from the Dividend payable to that Participant, will not be applied to acquire or subscribe for DRP Shares.

Rules of the Plan cont.

DRP account

- 7.3 A **DRP** account for each Participant will be established and maintained by Astron. Subject to Part 10, for each Dividend, Astron will, with respect to each Participant:
- (a) determine the Dividend Payment with respect to the Participating Shares;
 - (b) determine any amount to be withheld or deducted under Rule 7.2;
 - (c) credit the amount in paragraph (a) and debit any amount in paragraph (b) to the Participant's **DRP** account. Such payment into that account constitutes payment of the Dividend on those Participating Shares;
 - (d) determine the number of **DRP** Shares which can be acquired under the **DRP** by dividing the amount in the Participant's **DRP** account by the Issue Price and rounding down to the nearest whole number of Shares;
 - (e) on behalf of and in the name of the Participant, subscribe for or purchase the number of **DRP** Shares determined under paragraph (d) and debit the aggregate Issue Price for those **DRP** Shares against the balance in the Participant's **DRP** account; and
 - (f) where the calculation under paragraph (d), before rounding, produces a fractional number of **DRP** Shares, record the remainder as a dollar amount as a residual balance in the Participant's **DRP** account.
- 7.4 Any residual balance recorded in a Participant's **DRP** account as a result of Rule 7.3(f) will remain in the Participant's **DRP** account until:
- (a) unless paragraphs (b) or (c) apply, the next Dividend Payment Date, when it will be aggregated with any further amounts credited to the **DRP** account in respect of the next Dividend;



(b) unless paragraph (c) applies, the next Dividend Payment Date on which a Dividend has been declared, when it will be paid to the Participant along with, and (where practicable) by the same means as, the Participant's Dividend, if the DRP has been:

(i) terminated by Astron pursuant to these Rules; or

(ii) suspended by Astron pursuant to these Rules and remains suspended for two or more consecutive Dividend Payment Dates; or

(c) if the Participant has ceased to participate in the DRP in accordance with Rules 10.2(a), (b) or (d), after the last Dividend to be paid in that financial year, at which time the Participant will be taken to have directed Astron to donate the amount on behalf of the Participant to one or more registered charities, as nominated by Astron from time to time. Participants will not be issued with a receipt in connection with such a donation.

7.5 No interest will accrue to a Participant in respect of residual positive balances recorded in a Participant's DRP account.

Issue Price, Average Market Price and Discount

7.6 The Issue Price per Share for a particular Dividend is the Average Market Price, less such Discount, if any, as the Directors may determine, rounded down to the nearest cent.

7.7 The Issue Price and any Discount determined by the Directors in respect of this DRP for a particular Dividend Payment Date may differ from the Issue Price and any Discount determined by the Directors in respect of this DRP for any other particular Dividend Payment Date.

7.8 The Discount for DRP Shares Allocated on a particular Dividend Payment Date:

(a) may be nil; and

Rules of the Plan cont.

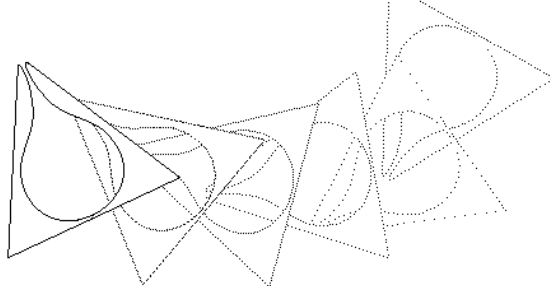
- (b) may be varied by announcement on Astron's website and to ASX at any time, but any such variation will not apply to Dividends already announced.

8 Issue or transfer of Shares

- 8.1 In the operation of the DRP for any Dividend Payment Date, Astron may, in its discretion, either issue new Shares or cause existing Shares to be acquired in the market for transfer to Participants, or a combination of both options, to satisfy Astron's obligations under these Rules.
- 8.2 If Astron determines to cause the transfer of Shares to Participants, the Shares may be acquired in the market in such manner as Astron considers appropriate.
- 8.3 All newly issued DRP Shares will, from the date of Allocation, rank equally in all respects with existing Shares and will participate in all Dividends subsequently declared.
- 8.4 DRP Shares will be Allocated within the time required by ASX.
- 8.5 DRP Shares will be registered on the share register on which the Participant already holds Shares or if the Participant holds Shares on more than one share register, on the share register which Astron determines.
- 8.6 Astron will make application promptly after each Allocation of newly issued DRP Shares for quotation of those Shares on ASX.

9 Despatch of DRP statements

- 9.1 As soon as practicable after each Allocation of DRP Shares, Astron will send to each Participant to whom DRP Shares have been Allocated a statement setting out:



- (a) the number of the Participant's Participating Shares at the relevant Dividend Record Date;
- (b) the Dividend Payment in respect of that Participant's Participating Shares;
- (c) if applicable, the amount of withholding tax or other amount under Rule 7.3(b) which has been deducted from the Dividend Payment on the Participant's Participating Shares;
- (d) the number of DRP Shares Allocated to that Participant and the date of Allocation of those DRP Shares;
- (e) the Issue Price of each DRP Share Allocated to the Participant;
- (f) the remainder of the Dividend Payment on the Participant's Participating Shares not applied towards DRP Shares (if any) and retained in the Participant's DRP account;
- (g) the franked amount (if any) of the Dividend Payment and the franking credit (if any) attaching to the Dividend;
- (h) subject to any Share transactions in which the Participant may have engaged after the Dividend Record Date, the total number of Participating Shares (including the DRP Shares) which the Participant holds after the Allocation of DRP Shares;
- (i) the total number of Shares which the Participant holds after the Allocation of DRP Shares; and
- (j) any other matters required by law to be included in a statement confirming a transaction.

10 Variation or termination of Participant's participation

10.1 Subject to Parts 4 and 11 and Rule 5.3, a Participant may:

- (a) vary its participation from Full Participation to Partial Participation or from Partial Participation to Full Participation;

Rules of the Plan cont.

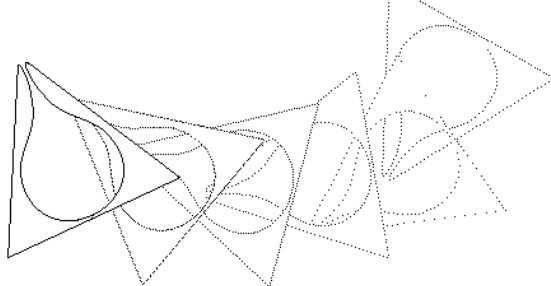
- (b) maintain its Partial Participation but increase or decrease the number of its Participating Shares; or
- (c) terminate its participation in the DRP, by submitting a DRP Election Form in accordance with Rule 2.5 specifying the variation or termination respectively. Participants can obtain a DRP Election Form for this purpose by downloading it from **www.astronchem.com** or by calling the Share Registry.

10.2 A Participant is taken to have terminated its participation in the DRP:

- (a) on receipt by the Share Registry of a DRP Election Form in accordance with Rule 10.1(c);
- (b) on the first Dividend Record Date following registration of a transfer of all of the Participant's Participating Shares;
- (c) on termination of the DRP by Astron pursuant to these Rules;
- (d) on receipt by Astron of notice of the death, bankruptcy or liquidation of the Participant, except where the Participant was a joint holder and any remaining holder or joint holders are Eligible Shareholders; or
- (e) on the Participant ceasing to be an Eligible Shareholder.

10.3 When a Participant disposes of part of its holding of Shares, and does not notify Astron otherwise, the Shares disposed of will, to the extent possible:

- (a) first, reduce the number of any Non-Participating Shares which the Participant holds (if any); and
- (b) secondly, reduce the number of any Participating Shares which the Participant holds (if any).



11 Variation, suspension, recommencement and termination of the DRP

11.1 The DRP may be:

- (a) varied (including by variation of the Rules);
- (b) suspended;
- (c) recommenced; or
- (d) terminated,

by Astron at any time.

11.2 A variation, suspension, recommencement or termination of the DRP will take effect:

- (a) on such date as the Directors determine; and
- (b) in the case of a suspension, until such time as the Directors resolve either to recommence or terminate the DRP.

11.3 Any variation, suspension, recommencement or termination of the DRP will not give rise to any liability on the part of, or right of action against, Astron nor its Directors, officers, employees, representatives or agents.

Variation

11.4 If the DRP or the Rules are varied, a Participant continues to participate under the DRP and Rules in their varied form unless the Participant terminates its participation in the DRP by submitting a DRP Election Form in accordance with Rules 2.5 and 10.1.

Rules of the Plan cont.

Suspension

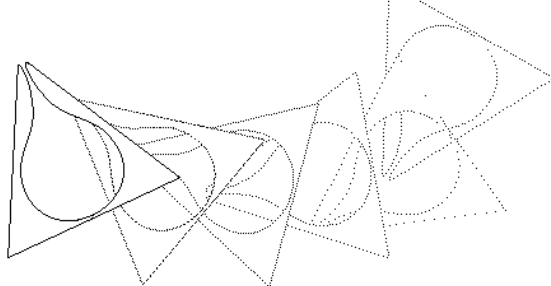
- 11.5 If the DRP is suspended, Participants' elections as to participation in the DRP will cease to be effective and all Shares will be deemed to be Non-Participating Shares for the purpose of any Dividend declared while the DRP is suspended. If the DRP remains suspended for two or more consecutive Dividend Payment Dates, then any DRP Election Form previously lodged by each Participant will be deemed void.

Recommendement

- 11.6 If the DRP is recommenced following a suspension for:
- (a) less than two consecutive Dividend Payment Dates, the Participant's previously suspended DRP Election Form will be reinstated and be valid and effective in accordance with these Rules for the purposes of the recommenced DRP, unless determined otherwise by Astron and notified to Participants in accordance with Rule 11.7; or
 - (b) two or more consecutive Dividend Payment Dates, each Participant who wishes to participate in the recommenced DRP must complete and submit a new DRP Election Form, in accordance with Rule 2.5.

Notice

- 11.7 Astron will give notice of any:
- (a) termination of the DRP to Participants at least two months before the effective date of the termination;
 - (b) variation of the DRP or Rules (other than simply an exercise of a discretion, authority or power under these Rules) to Eligible Shareholders at least two months before the effective date of the variation; and
 - (c) suspension or recommencement of the DRP to Participants as soon as reasonably practicable before or after the effective date of the suspension or recommencement.



Such notice may be provided in any manner (including, without limitation, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on Astron's website, announcement to ASX or mailed written notices) which Astron considers appropriate to bring the termination, variation, suspension or recommencement to the notice of the Participants or Eligible Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

- 11.8 The accidental omission to give notice of termination, variation, suspension or recommencement to any Participant or the non-receipt of any notice by any Participant will not invalidate the termination, variation, suspension or recommencement of the DRP or any Allocation of Shares under the DRP.
- 11.9 Astron will announce the Pricing Period and any discount applicable to the DRP for any Dividends payable on a particular Dividend Payment Date at or around the same time it announces the Dividend.

12 Administration of the DRP

- 12.1 This DRP will be administered by the Directors who are authorised under these Rules, and have the discretion to:
- (a) determine any procedures for administration of the DRP that are consistent with the Rules;
 - (b) resolve conclusively all questions of fact or interpretation in connection with the DRP;
 - (c) resolve 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 DRP, whether generally or in relation to any Participant or any Shares;
 - (d) enter into any underwriting arrangements regarding the DRP that they deem appropriate;
 - (e) exercise discretions, authorities or powers (including any power to make a choice, decision, determination or resolution) of Astron under these Rules; and

Rules of the Plan cont.

- (f) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their discretions, authorities or powers arising under the DRP.

12.2 Any discretion, authority or power (including any power to make a choice, decision, determination or resolution) exercisable by Astron or the Directors under these Rules or by a delegate under Rule 12.1(f):

- (a) is final and binding on the Participants and any other relevant persons; and
- (b) is exercisable in the absolute discretion of Astron or the Directors, as the case may be; and
- (c) may be exercised at any time and from time to time.

12.3 Notwithstanding any other provision of the DRP, the DRP will be conducted, and these DRP Rules will be applied, in accordance with the Corporations Act and the Listing Rules and will have effect to the maximum extent permitted by law.

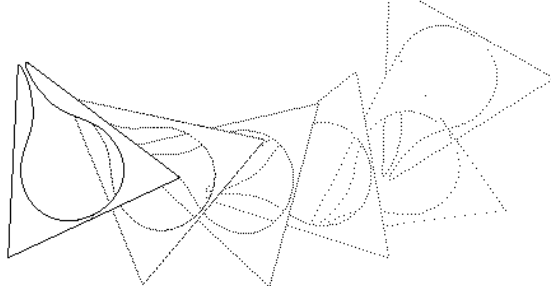
13 Costs to Participants

No brokerage, commission or other transaction costs will be payable by Participants in respect of the Allocation of DRP Shares pursuant to these Rules.

14 Taxation

Neither Astron nor its Directors, 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 DRP; or
- (b) represent or warrant that any person will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the DRP.



15 Governing Law

The DRP and these Rules are governed by the laws in force in New South Wales and are to be interpreted in accordance with their spirit, intention and purpose.

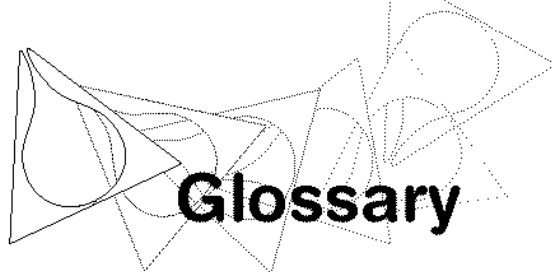
16 Additional Information

A copy of Astron 's most recent Annual Report and financial statements is available to every Eligible Shareholder free of charge from Astron's website www.Astronchem.com or on request by contacting the Share Registry. Contact details for the Share Registry are listed in this booklet.

17 Interpretation

In these Rules, unless the contrary intention appears:

- (a) a reference to a Rule or Part is a reference to a Rule or Part in these Rules;
- (b) a reference to this DRP or these Rules includes any variation or replacement of them;
- (c) law means common law, principles of equity, and laws made by an Australian parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (d) the singular includes the plural and vice versa;
- (e) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (g) headings are inserted for convenience and do not affect the interpretation of the Rules.



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

Allocation The issue of new Shares to Participants under the DRP or transfer of Shares acquired in the market for the purposes of the DRP to Participants under the DRP, as the case may be. "Allocated" has a corresponding meaning.

ASX Australian Stock Exchange Limited.

Astron Astron Limited (ABN 97 000 285 272)

Average Market Price The average of the daily volume weighted average sale price per Share of Shares sold on ASX during the Pricing Period other than shares which are sold otherwise than in the ordinary course of trading on ASX (including any transaction defined in the ASX Business Rules as "special", crossings prior to the commencement of normal trading, crossings during the closing phase and the after hours adjust phase and any overseas trades or trades pursuant to the exercise of options over Shares, any overnight crossings and any other sales which the Directors consider may not be fairly reflective of natural supply and demand).

Business Day A day other than a Saturday, Sunday or public holiday in New South Wales.

Corporations Act Corporations Act 2001 (Cth), including any waivers of, modifications to, or other form of relief from, provisions of the Corporations Act, applicable to the DRP from time to time.

Directors The directors of Astron acting either as a board or a duly appointed committee of the board.

Discount The discount, if any, expressed as a percentage, to the Average Market Price, determined by the Directors to be applied in calculation of the Issue Price in respect of the DRP for Dividends payable on a particular Dividend Payment Date.

Dividend Any dividend per Share announced and payable by Astron.

Dividend Payment In relation to each Shareholder, the Dividend multiplied by the number of Shares held by that Shareholder, less any withholding tax deductible by Astron or any other amounts Astron is entitled or required to deduct from the Dividend.

Dividend Payment Date The date on which a Dividend is payable, as announced by Astron.

Dividend Record Date The date and time, as determined by the Directors and announced to ASX, at which a person holds or is taken to hold Shares for the purpose of determining the entitlement of Shareholders to Dividends.

DRP Astron's Dividend Reinvestment Plan to which these Rules apply and as varied from time to time.

DRP Shares Shares which a Participant acquires under the DRP in lieu of receiving a Dividend Payment by cheque or direct credit, either by way of allotment of newly issued Shares or transfer of Shares purchased on a Participant's behalf in the market.

Eligible Shareholder See Rule 2.2.

Full Participation A degree of participation in the DRP under which all of a Participant's Shares from time to time, including Shares subsequently acquired by the Participant, under the DRP or otherwise, will be designated Participating Shares.

Issue Price In respect of the DRP for a particular Dividend, the Average Market Price, less any applicable Discount, rounded down to the nearest whole cent.

Listing Rules The Listing Rules of ASX (including the SCH Business Rules), including any waivers or modifications of the Listing Rules applicable to the DRP from time to time.

Minimum Holding 200 Shares or such other number of Shares as may be determined by the Directors from time to time.

Non-Participating Shares Shares which a Participant has not nominated for participation in the DRP or which have ceased to be Participating Shares.

Glossary cont.

DRP Election Form The form relating to the DRP used to apply for, vary or terminate participation in the DRP.

Partial Participation A degree of participation in the DRP where a Participant specifies the number of its Shares that will be designated as Participating Shares.

Participant In respect of a particular Dividend, an Eligible Shareholder who participates in the DRP. Where an Eligible Shareholder holds more than one holding, the Shareholder is treated as a separate Participant for each holding.

Participating Shares Subject to Part 4, Shares which a Participant has validly nominated for participation in the DRP.

Pricing Period In respect of a particular Dividend Payment Date, such period as the Directors may determine, being a period of not less than 5 Trading Days commencing on such date as the Directors may determine. The Pricing Period determined by the Directors in respect of Dividends payable on a particular Dividend Payment Date may differ from the Pricing Period determined by the Directors in respect of Dividends payable on any other particular Dividend Payment Date.

Rules These rules of the DRP as varied from time to time.

SCH Business Rules The business rules of the securities clearing house of ASX, as enforced from time to time.

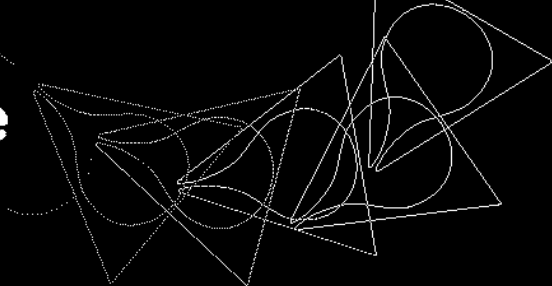
Shareholder A person registered at a relevant Dividend Record Date as a holder of Shares.

Shares Fully paid ordinary shares in Astron, and any other shares issued by Astron that the Directors decide are eligible for participation in the DRP.

Share Registry Computershare Investor Services Pty. Ltd. or any other share registry that maintains the Share register of Astron.

Trading Day A full day on which the Shares are quoted, and not suspended from quotation or made subject to a trading halt, on ASX, provided that a day on which ASX is closed or on which trading on ASX is suspended is not a Trading Day.

Corporate Directory



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REGISTERED OFFICE

Care of BDO
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Sydney NSW 2000
Telephone 02 9286 5555

SECRETARY

Matthew Suttling
Telephone 02 9984 1379

SHARE REGISTRY

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Abbotsford, Victoria 3067
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www.computershare.com.au



ASTRON LIMITED
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