BlackWall Property Funds Limited
ACN 146 935 131

Terms and Conditions of Dividend Reinvestment Plan

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BlackWall Property Funds Limited

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1. INTERPRETATION

1.1 Definitions

In these Terms:

ASX means the Australian Securities Exchange Limited.

Books Closing Date means the date the Register is closed for determining entitlements to a dividend.

Commencement Date means the date on which the Company is admitted to the official list of ASX.

Company means BlackWall Property Funds Limited ACN 141 935 131.

Constitution means the Company's constitution as amended from time to time.

Directors means the directors of the Company from time to time.

DRP means the Company's Dividend Reinvestment Plan conducted on the Terms.

Listing Rules means the Official Listing Rules of the ASX.

Market Price referable to a dividend means 95% of the weighted average sale price per Share of all Shares traded on the ASX during the Price Determination Period which includes the Books Closing Date for that dividend, or if no Shares are traded during the Price Determination Period, the last sale price recorded on the ASX prior to commencement of the Price Determination Period.

Nominated Percentage of a Shareholder's Shares means the percentage of a Shareholder's Shares participating in the DRP from time to time, as nominated by the Shareholder in accordance with these Terms.

Non-Participants means Shareholders not participating in the DRP.

Non-Participating Shares means a Participant's Shares which are not Participating Shares.

Participant means a Shareholder participating in the DRP.

Participating Shares means at any time a Participant's Shares participating in the DRP at that time calculated by multiplying the Nominated Percentage by the number of the Participant's Shares.

Price Determination Period means the period commencing fifteen trading days prior to and including the relevant Books Closing Date and ending five trading days after the relevant Books Closing Date.

Register means the register of members maintained by the Company, including both the principal register and any branch registers.

Shareholder means a person registered in the Register as a holder of Shares.

Shares means fully paid ordinary shares in the capital of the Company.

Terms means the terms and conditions of the DRP as set out herein as amended from time to time in accordance with clause 13.

Trading days means days on which the ASX is open for trading.

Weighted average sale price per Share means the average sale price per Share of Shares sold during a particular period, weighted by reference to the number of Shares sold in each parcel sold at a particular price during the relevant period.

Withholdings means withholding tax and any other amounts which the Company is required or permitted to withhold from a dividend payable on participating Shares.

1.2 Interpretation

In these Terms, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) headings and underlinings are for convenience only and do not affect interpretation;

(c) words importing a gender shall include any gender;

(d) other parts of speech and grammatical forms of a word or phrase defined in these terms have a corresponding meaning;

(e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

(f) a reference to any thing includes a part of that thing;

(g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or- by-laws amending, consolidating or, replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

(h) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;

(i) a reference to a party to a document includes that party's successors and permitted assigns; and

(j) a covenant or, agreement on the part of two or, more persons binds them jointly and severally.

2. ELIGIBILITY

(a) Subject to clauses 2(b) and (c) below, any Shareholder is eligible to participate in the DRP provided that their residential address and the address shown on the Register are both in Australia.

(b) The Directors may exclude a Shareholder who would otherwise be eligible from participation in the DRP if they consider, in good faith, that such exclusion would be in the best interests of the Company.

(c) Notwithstanding clause 2(a) above, Shareholders excluded from participation in the DRP by reason of their address may participate with the approval of the Directors which may be given or withheld in their absolute discretion.

3. PARTICIPATION

(a) Participation in the DRP is optional and is subject to the Terms, all applicable law, the Listing Rules and the Constitution.

(b) If a Shareholder wishes to participate in the DRP, or vary his or her participation in ways permitted by these Terms, he or she must complete a form prescribed by the Directors for that purpose.

4. PERIOD OF OPERATION

(a) The DRP will operate for a period of three years from the Commencement Date.

(b) At the expiration of the period referred to in clause 4(a), and subject to clause 4(c), the DRP will automatically terminate.

(c) The Directors may at the expiration of the period referred to in clause 4(a) in their absolute discretion extend the period of operation of the DRP on such terms and conditions as they, in their absolute discretion, may determine.

5. LEVEL OF PARTICIPATION

(a) A Shareholder may specify in his or her application to participate in the DRP the percentage (the **Nominated Percentage**) of his or her Shares which will participate in the DRP.

(b) If an application to participate or to vary participation is received which does not specify the Nominated Percentage, then the application will be deemed to be made in respect of 25% of the Shareholder's Shares and all such Shares will participate in the DRP.

(c) A Shareholder's Nominated Percentage of Shares (**Participating Shares**) will participate in the DRP and dividends paid on Participating Shares will be reinvested in new Shares in accordance with these Terms.

6. OPERATION

(a) Subject to clause 6(c) below, each cash dividend (net of Withholdings, if any) payable to a Participant in respect of Participating Shares will be applied by the Company to subscribe for Shares on the Participant's behalf.

(b) The number of Shares subscribed for will be the total amount of the dividend (net of Withholdings, if any) payable on the Participant's Participating Shares divided by the Market Price referable to the relevant dividend and rounded down to the nearest whole number.

(c) If and to the extent that the DRP does not operate the relevant dividend shall instead be distributed (net of Withholdings, if any) in cash to Participants in the same way as to Non-Participants.

(d) Any notional cash balance remaining after any rounding down of the number of shares subscribed for pursuant to clause 6(b) above will be promptly paid (after rounding down to the nearest whole cent) to the Participant.

(e) If a Participant transfers all of his or her Shares or terminates their participation in the DRP, the Company will promptly pay to that person any cash balance remaining as referred to in 6(d) above, rounded down to the nearest whole cent.

7. ISSUE AND ALLOTMENT OF SHARES

(a) Notwithstanding anything in these Terms, Shares will not be issued under the DRP if the relevant issue of Shares will breach any applicable law.

(b) Shares allotted under the DRP will:

(1) be allotted in accordance with the Listing Rules;

(2) rank equally with existing Shares; and

(3) be registered on the same Register as the majority of the relevant Participant's Participating Shares.

8. STATEMENTS AND CERTIFICATES

After each allotment of Shares under the DRP, the Company will send to each Participant:

(a) certificates for the Shares allotted (unless the relevant Participant's holding of Shares is uncertificated); and

(b) a statement setting out:

(1) the number of Participating Shares in the DRP as at the last Books Closing Date;

(2) the total amount of the last dividend paid on the Participating Shares;

(3) the number of Shares last allotted to the Participant under the DRP;

(4) the Market Price for the Shares last allotted to the Participant under the DRP; and

(5) the Participant's total holding of both Participating and Non-Participating Shares after the last allotment.

9. CHANGES TO PARTICIPATION

A Participant may at any time, by notice in writing to the Company in a form prescribed by the Directors, terminate his or her participation in, or (subject to these Terms) increase or decrease their Nominated Percentage.

10. SHARE TRANSFERS AND OTHER CHANGES IN SHAREHOLDING

(a) Where a Participant transfers Shares, a percentage of the Shares transferred equal to the Nominated Percentage will be deemed to be Participating Shares.

(b) Where Participating Shares are transferred, upon registration of the relevant transfer, they will cease to be Participating Shares.

(c) The number of a Participant's Participating Shares will always be the Nominated Percentage of the Participant's Shares from time to time, irrespective of changes that have occurred or may occur in the total number of a Participant's Shares.

11. APPLICATIONS AND NOTICES

(a) Any notice or application by a Shareholder provided for in the Terms must be in writing, addressed to the Company and in the form prescribed (if any) for that purpose by the Directors.

(b) Separate notices or, applications must be given in respect of each parcel of Shares identified in the Register by a separate Shareholder number, and a Shareholder shall be deemed for the purposes of the DRP to be a separate Shareholder in relation to each parcel of Shares so identified by a separate Shareholder number.

(c) Notices and applications received by the Company will be effective in respect of a particular Books Closing Date if received prior to 5pm Sydney time on the trading day prior to commencement of the Price Determination Period applicable to that Books Closing Date.

12. QUOTATION OF SHARES

The Company will promptly apply for quotation on the ASX of all Shares allotted under the DRP.

13. MODIFICATION AND TERMINATION

(a) The Directors may modify the Terms, or, terminate or suspend the DRP, on giving notice thereof to Participants.

(b) Any disputes or disagreements arising under or in relation to the DRP or the Terms may be settled by the Directors in any way they think appropriate and any determination made by them will be final and binding.

14. COSTS

No brokerage, commission or other transaction costs will be payable by the Participants in respect of any allotment of Shares under the DRP.

15. GOVERNING LAW

The Terms will be governed by and construed in accordance with the laws in force for the time being in New South Wales.