

Distribution Reinvestment Plan (DRP)

Primewest Property Income Fund

ARSN: 645 597 404

APIR: PWG 849 2AU

Primewest Management Ltd

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AFS Licence: 250963

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Important Information

This document has been prepared and issued by Primewest Management Ltd ABN 63 091 415 833 (**Primewest Management**) in its capacity as responsible entity of Primewest Property Income Fund ARSN 645 597 404 (**Fund**). Primewest Management holds Australian financial services (**AFS**) licence number 250963.

Management of the Fund

Primewest Management is a subsidiary of Primewest Group Limited ABN 58 636 344 137 (**PGL**), and is part of Primewest Group. Primewest Group, trading under the code PWG, is listed on the Australian Securities Exchange (**ASX**). Primewest Group is structured as a stapled group comprising PGL and Primewest Property Fund ARSN 636 405 635, the responsible entity of which is Primewest Management.

Primewest Management has appointed Primewest P/Q Pty Ltd ABN 28 620 298 339 to act as the manager of the Fund (**Manager**). The Manager is a related company of Primewest Management and is also part of Primewest Group.

Registry

Primewest Management has appointed Automic Pty Ltd ABN 27 152 260 814, trading as Automic Group, to provide registry services in relation to the Fund (**Registry**).

The Registry has no supervisory role in relation to the operation of the Fund and is not responsible for protecting your interests. In accordance with the terms of its engagement, the Registry has no liability or responsibility to you for any act done or omission made. The Registry makes no statement in this document and have not authorised or caused the issue of it.

No guarantee

An investment in the Fund is not an investment in, or a deposit with or other liability of, Primewest Management or any other member of Primewest Group, and is subject to investment and other risks, including possible delay in repayment and loss of income and capital invested.

None of Primewest Management, the Manager, or the Registry, or other Primewest Group entities, or any of their respective directors, officers or associates gives any guarantee or assurance as to the performance of the Fund or the underlying assets of the Fund or the repayment of capital from the Fund or any particular rate of capital or income return from the Fund.

Not investment advice

The information contained in this document is not financial product advice. The information contained in this document is general information only and does not take into account your investment objectives, financial situation and particular needs. You should assess whether the information in this document is appropriate for you. If you are in any doubt, you should consider consulting your financial adviser or other professional advisers.

Interpretation

This document must be read in conjunction with the current offer document on issue in relation to an investment in Units.

In this document, a reference to "Responsible Entity", "we", "our" and "us" are references to Primewest Management, and "you" and "your" are references to an existing unitholder in the Fund (**Investor**). Capitalised terms used in this document which have been given a specific meaning are defined in the Glossary contained on page [10].

Unless otherwise specified or implied, in this document references to currency are to Australian currency, references to times are references to the relevant time in Sydney, New South Wales, and references to years are to financial years.

Key Features

The distribution reinvestment plan (DRP) provides Investors with a method of automatically reinvesting all or part of their distributions in additional Units.

Participation is voluntary

You can join, withdraw, or vary your participation in the DRP at any time by completing an Election Form.

Partial or full participation

You can have all or part of your Units participating in the DRP.

Automatic reinvestment

Under the DRP, distributions payable to you will be automatically reinvested in Units. Units acquired under the DRP will rank equally with existing Units on issue.

Statements

DRP statements outlining the distribution calculation and details of your participation will be sent to you within 10 Business Days after the issue of Units under the DRP.

How to elect to participate

You can elect to participate in the DRP via the Application Form, or alternatively, by completing and submitting a DRP Election Form via the Investor Portal (www.investor.automic.com.au/#/home).

Questions

If you have any questions regarding the DRP after reading this document, please contact Registry on 1300 288 664.

Frequently Asked Questions

What is the DRP?

The DRP provides Investors with a method of automatically reinvesting all or part of their distributions in additional Units.

Who can participate in the DRP?

All Investors are eligible to participate in the DRP.

Is participation optional?

Yes. If you do not elect to participate in the DRP, you will continue to receive distributions to your nominated bank account.

How do I participate in the DRP?

If you wish to participate in the DRP, you can elect to do so in the Application Form, or by completing and submitting a DRP Election Form via the Investor Portal.

Do all of my Units have to participate in the DRP?

No. You can choose to have less than your full Investment participate in the DRP by selecting “partial participation” on the Application Form or the DRP Election Form and by specifying the number of Units that you wish to participate in the DRP.

If you choose partial participation, then distributions relating to your Units that are not participating in the DRP will be paid to your nominated bank account.

You should note that if you choose partial participation in the DRP, any Units issued under the DRP will be added to the number of Participating Units for the purposes of the next distribution. If you want to change this outcome, you can complete and submit a new DRP Election Form.

When will my participation in the DRP begin?

It is intended for distributions to be paid on an Investment on a monthly basis. For a particular distribution period, distributions will be paid with respect to all Units on issue as at the last day of that distribution period.

If your DRP Election Form is received by the Registry no later than 4.00pm Sydney time on the final business day of a distribution period, then your participation the DRP will apply for that distribution period. If your DRP Election Form is received after that time, then your participation in the DRP will commence for the following distribution period.

Participation in the DRP will continue until altered or terminated by you in writing by completing a new DRP Election Form via the Investor Portal.

Is there a minimum or maximum level of participation?

At the date of this document, there is no minimum or a maximum number of Units for participation in the DRP. Primewest Management may specify a minimum or maximum level of Units that may participate in the DRP at its discretion. If a minimum or maximum level of participation is set at a later date, we will notify you of this change to the DRP.

How much does it cost to participate in the DRP?

There are no additional costs associated with participating in the DRP. The fees and costs set out in the current disclosure document for Units will apply to any Units issued under the DRP.

Can I change my level of participation in the DRP?

You can change your level of participation in the DRP or terminate your participation in the DRP at any time by completing and submitting a new DRP Election Form with the Registry via the Investor Portal.

The DRP Election Form must be received by the Registry no later than 4.00pm Sydney time on the final business day of the relevant distribution period to be effective for that distribution period. Otherwise, the change will apply in relation to the following distribution period.

At what price will Units be issued under the DRP?

Units issued under the DRP will be issued at the prevailing Unit Price plus any applicable buy spread on the date the Units are

issued (**Issue Price**). There is currently no buy spread, however Primewest Management may apply a buy spread to the Unit Price if it considers it is in the best interests of Investors.

The most current Unit Price can be found on the Fund's website: www.primewest.biz/propertyincomefund.

How many Units will I receive?

The number of Units that you will receive is calculated by dividing your distribution entitlement relating to your Participating Units, net of tax payable (if any) on your Participating Units, by the Issue Price. Your entitlement will be used to purchase as many new Units as possible at the Issue Price. Any residual amount left over will be carried forward and held on your behalf for future reinvestment in Units.

How will I know how many Units I have received under the DRP?

You will be sent a statement after each issue of Units to you under the DRP. If you have chosen Partial Participation, Distributions will be paid to your nominated bank account in relation to your Non-Participating Units.

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 are the tax consequences of participating in the DRP?

Refer to the current disclosure document issued for the Fund for general taxation information relating to an investment in the Fund. You should contact your tax adviser for information on the taxation consequences associated with your participation in the DRP.

Can the DRP be changed or terminated?

We may vary, suspend, terminate, and recommence the DRP at any time.

Rules of the DRP

1 Eligibility to participate in the DRP

- (a) Participation in the DRP is subject to these Rules.
- (b) Participation in the DRP is optional and not transferable.
- (c) Any Investor is eligible to participate in the DRP.
- (d) Primewest Management may refuse an Investor's participation in the DRP and suspend or terminate an Investor's participating in the DRP at its discretion.

2 Application to participate in the DRP

- (a) An Investor who wishes to participate in the DRP must make an election to do so in the Application Form, or alternatively complete and submit a DRP Election Form with the Registry via the Investor Portal.
- (b) Subject to rule 2(c), an election by an Investor to participate in the DRP will be effective for a distribution period if the Investor's DRP Election Form is received by the Registry no later than 4.00pm Sydney time on the final Business Day of the distribution period. Otherwise, the participation will be effective for the following distribution period.
- (c) The Responsible Entity or the Registry may:
 - (i) accept or refuse a DRP Election Form that is not properly completed; and
 - (ii) correct any error in, or omission from, a DRP Election Form, prior to acceptance of the DRP Election Form.

3 Level of participation in the DRP

- (a) When electing to participate in the DRP, an Investor must elect between full participation and partial participation.
- (b) A DRP 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 Units, will be deemed to be an election for full participation.
- (c) If a Participant elects, or is deemed to have elected, full participation in the DRP, then the DRP will apply to an Investor's entire Investment from time to time (including Units issued to the Participant under the DRP and other Units acquired by the Investor from time to time), subject to any changes to the Participant's DRP election.
- (d) If a Participant elects partial participation in the DRP, then the DRP will only apply to the number of Units specified by the Participant for participation, together with the Units issued or transferred under the DRP.
- (e) If, as at the last day of any distribution period, a Participant's total Investment is less than the number of Participating Units specified in the Participant's Election Form, all Units held by the Participant will be deemed to be Participating Units in respect of the relevant distribution period.
- (f) The Board may determine from time to time that participation is subject to a minimum and/or maximum number of Units.

4 Operation of the DRP

- (a) Each distribution from time to time due and payable by the Responsible Entity to a Participant in respect of Participating Units will be applied by the Responsible Entity in subscribing for the issue of Units in accordance with rule 4(b).
- (b) The Responsible Entity will establish and maintain a DRP account for each Participant. In respect of each distribution period, the Responsible Entity will, for each Participant:
 - (i) determine the distribution payable in respect of the Participating Units, less any amount that is deductible by the Responsible Entity 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 4(b)(i) to the Participant's DRP account; and
 - (iii) issue additional Units in the name of the Participant and apply the amount in the Participant's DRP account towards and in satisfaction of the Issue Price of those additional Units.

- (c) Subject to rule 5(d), the number of Units issued to a Participant will be the number calculated by the formula (rounded down to the nearest whole number):

Number of Units

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

D is the amount of the distribution payable on the Participant's Participating Units for a distribution period;

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

R is any residual amounts carried forward in the Participant's DRP account (refer rule 5); and

C is the Issue Price of Units under the DRP (refer rule 5).

5 Issue Price

- (a) The price at which each Unit will be issued to Participants under the DRP for a particular distribution is the prevailing Unit Price plus any applicable buy spread on the date the Units are issued (**Issue Price**).
- (b) In relation to each distribution, the amount of a Participant's distribution on Participating Units not reinvested in Units (including amounts representing a fraction of a Unit), less any amount which is deductible by the Responsible Entity as withholding tax or other amounts, at the election of the Responsible Entity, will either be:
- (i) recorded as a residual positive balance in the Participant's DRP account and will be carried forward to the next distribution; or
 - (ii) forfeited and become an asset of the Fund where a Unitholder withdraws from the DRP.
- (c) No interest will accrue in respect of any residual positive balance held in the Participant's DRP account.
- (d) If the number of Units to be issued to a Participant under this DRP will result in the number of a Participant's Participating Units exceeding the maximum level of participation determined by the Responsible Entity under rule 3(f), then the Responsible Entity may:
- (i) scale back the amount of the distribution to be reinvested by each Participant on a pro-rata 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).

6 Issue of Units

- (a) All Units issued pursuant to this DRP will:
- (i) be issued on the day the distribution is applied in payment of the Units; and
 - (ii) rank equally with all existing Units from the date on which they are issued.
- (b) Units issued to a Participant under the DRP will be registered on the Register.

7 DRP statements

- (a) The Responsible Entity will send each Participant to whom Units have been issued a statement specifying:
- (i) the number of the Participant's Participating Units as at the last day of a distribution period;
 - (ii) from the distribution paid on those Participating Units:
 - (A) the amount comprising distributions on Units 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 4(b);
 - (iii) the number of Units issued to the Participant under the DRP and the Issue Price at which they were issued and the amount applied towards the Participant's residual positive balance;
 - (iv) the date on which the Units were issued to the Participant under the DRP;
 - (v) subject to any Unit transactions in which the Participant may have engaged after the last day of a distribution period, the total number of Units (both Participating and Non-Participating) held by the Participant after the issue of Units under the DRP;
 - (vi) the details of any scale back under rule 5(d); and
 - (vii) such other information as the Responsible Entity considers necessary.
- (b) The statement will be sent to each Participant within 10 Business Days after the issue of Units under the DRP.

8 Variation of participation in the DRP

- (a) By completing and submitting a DRP Election Form via the Investor Portal, 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 Units.
- (b) A DRP Election Form varying a Participant's level of participation in the DRP will be effective for a distribution period if that the Investor's DRP Election Form is received by the Registry no later than 4.00pm Sydney time on the last Business day in a distribution period. Otherwise, the variation will be effective for the following distribution period.
- (c) If a Participant disposes of part of the Participant's holding of Units and does not notify the Responsible Entity otherwise, the Units disposed of will, to the extent possible:
 - (i) first, reduce the number of any Non-Participating Units that the Participant holds; and
 - (ii) secondly, reduce the number of any Participating Units that the Participant holds.

9 Termination of participation in the DRP

- (a) A Participant may terminate their participation in the DRP by completing and submitting a DRP Election Form to the Registry via the Investor Portal.
- (b) A DRP Election Form terminating a Participant's participation in the DRP will be effective for a distribution period if that Investor's DRP Election Form is received by the Registry no later than 4.00pm Sydney time on the last Business Day in a distribution period.
- (c) A Participant will be deemed to have terminated the Participant's participation in the DRP:
 - (i) on receipt by the Registry of a DRP Election Form in accordance with rules 9(a) and 9(b);
 - (ii) on termination of the DRP by the Responsible Entity;
 - (iii) on receipt by the Responsible Entity of notice of the Participant's death, bankruptcy, liquidation or provisional liquidation, except where the Participant was a joint holder and any there is a remaining joint holder; or
 - (iv) on the Participant ceasing to be an Investor.
- (d) When a Participant has terminated or is deemed to have terminated participation in the DRP, any residual cash balance held Participant's DRP account (refer to rule 5) will be forfeited and become an asset of the Fund.

10 Participant's costs

- (a) To the extent permitted by law, the Responsible Entity will pay any fees, brokerage or other transaction costs payable in respect of any Units acquired under the DRP.
- (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 Units are issued or transferred and will be debited to that Participant's DRP account.

11 Administration of the DRP

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

12 Variation, suspension and termination of the DRP

- (a) The DRP may be varied (including by variation of the Rules), suspended, recommenced or terminated by the Responsible Entity at any time.
- (b) A variation, suspension, recommencement or termination of the DRP will be effective:
 - (i) from the date determined by the Responsible Entity; and
 - (ii) in the case of a suspension, until such time as the Responsible Entity resolves to either recommence or terminate the DRP.

- (c) The Responsible Entity will give notice of any termination, variation, suspension or recommencement of the DRP to Participants.
- (d) A notice under r① 12(c) may be provided in any manner (including, without limitation, by notice on the Responsible Entity or the Registry's website, or mailed written notices) the Responsible Entity considers appropriate.
- (e) The accidental omission to give notice of a variation, suspension, recommencement or termination of the DRP to any Investor or the non-receipt of any such notice by any Investor will not invalidate or have any other effect on the variation, recommencement, suspension or termination.
- (f) A variation, suspension, recommencement or termination of the DRP will not give rise to any liability on the part of, or right of action against, the Responsible Entity or their directors, officers, employees, representatives or agents.
- (g) If the DRP is varied, a Participant will continue to participate under the varied DRP unless the Participant terminates participation by completing and submitting a DRP Election Form to the Registry via the Investor Portal.
- (h) If the DRP is suspended, all the Units of each Participant will be deemed to be Non-Participating Units, on which distributions will be paid to the Investor's nominated bank account for the period of the suspension.
- (i) If the DRP is recommenced after a period of suspension, the election in the previous DRP Election Form of each Participant will be reinstated and will be effective for the purposes of the recommenced DRP, unless determined otherwise by the Responsible Entity and notified to Participants in accordance with rule 12(c).
- (j) If the DRP is terminated, all participation in the DRP will cease and subsequent distributions will be paid to Participants to their nominated bank account.
- (k) Any provisions of the Corporations Act required to be included in the DRP will be taken to be included in the DRP.

13 Taxation

Neither the Responsible Entity 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 DRP; 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 DRP.

14 Participants to be bound

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

15 Set off

A Participant may not participate in the DRP where, in accordance with the Constitution or any law, the Responsible Entity is entitled to retain all or part of a distribution payable in respect of that Participant's Participating Units or the Responsible Entity is entitled to a charge over such Participating Units or over any distribution payable in respect of such Participating Units, unless the Responsible Entity otherwise determines in its discretion.

16 Governing law

The DRP and the Rules are governed by the laws of Western Australia.

17 Interpretation

In these Rules, unless the context otherwise requires:

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

Glossary

The following terms, when used in the Rules and this document, have the meanings set out in the following table:

Term	Meaning
Application Form	The application form required to be completed to invest in the Fund, which accompanies the disclosure document issued for the Fund, and is also available online at https://investor.automic.com.au/#/w/PPIF .
ASX	Australian Securities Exchange.
Business Day	A day on which the ASX is open for trading in securities and banks are open for general business in Sydney, New South Wales.
Constitution	The constitution of the Fund as amended from time to time.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
DRP	The Fund's distribution reinvestment plan.
DRP Election Form	The form that must be used to apply for, vary or terminate participation in the DRP, which can be completed and submitted by an Investor via the Investor Portal.
Fund	Primewest Property Income Fund ARSN 645 597 404.
Investment	The total number of Units held by an Investor.
Investor	A registered holder of a Unit.
Investor Portal	The investor portal maintained by the Registry accessible via an Investor using the following link: www.investor.automic.com.au/#/home
Issue Price	The prevailing Unit Price plus any applicable buy spread on the date the Units are issued.
Non-Participating Units	Those Units that a Participant has not nominated for participation in the DRP or which are deemed to be ineligible to participate in the DRP under these Rules.
Participant	An Investor who elects to participate in the DRP.
Participating Units	Those Units that a Participant has nominated to participate in the DRP or which are deemed to participate in the DRP under these Rules.
Register	The register of members of the Fund.
Registry	Automic Pty Ltd ABN 27 152 260 814, trading as Automic Group.
Responsible Entity	Primewest Management Ltd (ABN 63 091 415 833, AFS licence no. 250963), in its capacity as trustee and responsible entity of the Fund.
Rules	The rules of the DRP as amended from time to time.
Unit	An ordinary unit in the Fund.

Directory

Investor Enquiries and Registry

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Group

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