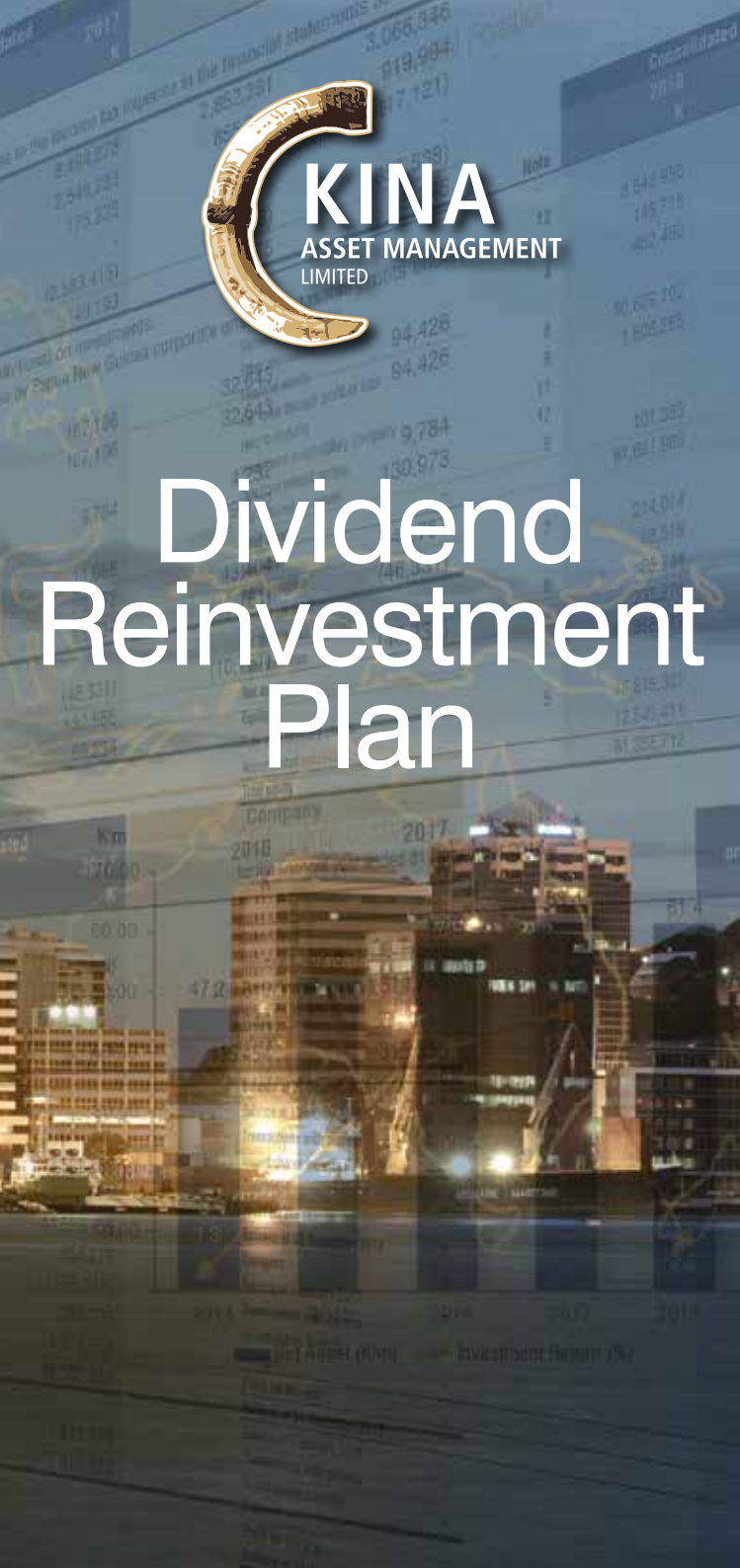
KINA
ASSET MANAGEMENT
LIMITED

Dividend Reinvestment Plan



Kina Asset Management Limited Dividend Reinvestment Plan Rules

1. Definitions

Board means the board of directors of the Company.

Company means Kina Asset Management Limited.

Dividend means a dividend that the Directors have determined is payable with respect to Ordinary Shares.

Holding means a registered holding of Shares.

Listing Rules means the Listing Rules of POMSoX.

Nomination Advice means an application to participate in the Plan, a notice to increase or decrease the number of Shares in a Holding which are to be subject to the Plan or a notice to terminate a Shareholder's participation in the Plan in respect of any Holding in the form approved by the Board from time to time.

Plan Account means the account established and maintained under Rule 5.3.

Plan means the Dividend Reinvestment Plan established under these Rules as varied from time to time.

Plan Shares means, in respect of any Holding, the number of Shares in that Holding participating in the Plan from time to time.

Price means the price at which Shares will be issued or acquired under the Plan determined in accordance with Rule 5.5.

POMSoX means the Port Moresby Stock Exchange.

Record Date means any date and time specified by the Board for determining entitlements to a Dividend paid by the Company.

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

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

Shareholder means a registered holder of Shares within the meaning of the Constitution of the Company.

2. Participation in the Plan

2.1 General

Participation in the Plan, subject to these Rules:

(a) is optional and is not transferable;

(b) is open to each Shareholder unless excluded under these Rules; and

(c) may be varied or terminated at any time in accordance with these Rules.

2.2 Eligibility to participate

(a) A Shareholder may not participate in the Plan unless on the Record Date:

(i) the Shareholder has a registered address in Papua New Guinea; or

(ii) the Shareholder has a registered address in another jurisdiction in which the Board in its absolute discretion is satisfied that the offer, issue and transfer of Shares in accordance with the Plan would be lawful and practicable, whether or not the Shareholder has received an invitation to participate in the Plan or has completed a Nomination Advice.

(b) The Board can, as a condition of participation in the Plan by a Shareholder who has a registered address on the Record date other than in Papua New Guinea, require that Shareholder to make such representations and acknowledgements and give such warranties and indemnities to the Company as the Board in its absolute discretion requires to be satisfied that the issue and transfer of Shares in accordance with the Plan would be lawful and practicable.

2.3 Discretion to refuse or reduce participation

Notwithstanding Rule 2.2, if the Board in its absolute discretion determines that the offer, issue or transfer of Shares under the Plan to a Shareholder or the holding of those Shares by that Shareholder may:

(a) be in breach of the law of any place;

(b) be in breach of a provision of the Constitution;

(c) prejudice the effective operation of the Plan;

(d) otherwise in the opinion of the Board be undesirable or impractical,the Board may in its absolute discretion:

(e) refuse to accept, reduce or suspend the Shareholder's participation in the Plan; or

(f) decline to issue or transfer any Shares to that Shareholder under the Plan.

2.4 Discretion to refuse to permit participation

The Board may in its discretion, refuse to permit any shareholder to participate in the Plan where the Shareholder elects to participate in respect of a number of Shares which is less than such number as the Board may determine.

3. Application to participate

3.1 Nomination Advice

Application to participate in the Plan must be made by lodging a Nomination Advice with the Company's share registry. If a Shareholder has more than one Holding, the Shareholder must lodge a separate Nomination Advice in respect of each Holding which is to participate in the Plan.

3.2 Election

(a) A Shareholder must elect in the Nomination Advice given in respect of any Holding either:

(i) full participation; or

(ii) partial participation, in the Plan.

(b) If the Nomination Advice in respect of any Holding does not clearly indicate the level of participation in the Plan, it will be deemed, without notice to the Shareholder, to be an application for full participation.

(c) If the Nomination Advice in respect of any Holding purports to elect both full participation and partial participation at the same time, it will be invalid and of no effect whatsoever.

3.3 Full participation

If a Shareholder elects full participation in respect of a Holding, all Shares comprised in that Holding from time to time, including Shares issued or acquired pursuant to the Plan, will participate in the Plan.

3.4 Partial participation

If a Shareholder elects partial participation in respect of a Holding:

(a) only the number of Shares specified in the Nomination Advice in respect of that Holding will participate in the Plan such that the balance of that Holding will receive cash Dividends in the normal way;

(b) if on any Record Date the number of Shares comprised in that Holding is less than the number of Shares specified in the Nomination Advice then all of the Shares comprised in that Holding will participate in the Plan;

(c) any Shares comprised in that Holding in excess of the number specified in the Nomination Advice, whether acquired under the Plan or otherwise, will not participate in the Plan unless the Shareholder alters the participation level in respect of that Holding in accordance with Rule 4.1.

3.5 Limit to Participation

The Board may at any time by written notice to eligible Shareholders or POMSoX announcement limit participation in the Plan by limiting the amount of Dividend which may be reinvested under the Plan.

3.6 Commencement of Participation

A Shareholder's participation in the Plan in respect of any Holding will commence from the next Record Date following receipt by the Company's share registry of a duly completed and executed Nomination Advice in respect of that Holding.

3.7 Deemed Participation of certain Shareholders

(a) The Board may from time to time request that Shareholders provide to the Company bank account details for purposes of processing payment of Dividends. If on any Record Date, a Shareholder has not provided valid bank account details to the Company's share registry, then that Shareholder is deemed to have given a Nomination Advice electing applied for full participation of the Shaholder's Holding and Rule 3.3 shall apply to all Shares comprised in the Holding (unless the Board determines otherwise (including under Rules 2.2 and 2.3)).

(b) A Shareholder referred to in Rule 3.7(a) may, subject to providing valid bank account details to the Company's share registry, vary the level of participation of the Shares comprised in the Holding in accordance with the Rules.

4. Variation or termination of participation

4.1 Notice of variation or termination

Subject to Rule 3.7, a Shareholder may at any time give a Nomination Advice to the Company in respect of any Holding:

(a) to increase or decrease the number of Shares comprised in that Holding which participate in the Plan; or

(b) to terminate the Shareholder's participation in the Plan in respect of that Holding.

The alteration or termination takes effect from the next Record Date.

4.2 Increase to full Participation

If a Shareholder increases the level of participation in respect of any Holding to full participation, all Shares comprised in that Holding as at the date of the Nomination Advice and all Shares subsequently comprised in that Holding, including Shares issued or acquired pursuant to the Plan, will participate in the Plan.

4.3 Other changes to level of Participation

If a Shareholder increases or decreases the level of participation in the Plan in respect of any Holding to below full participation:

(a) only the number of Shares specified in the Nomination Advice in respect of that Holding will participate in the Plan;

(b) if on any Record Date the number of Shares comprised in that Holding is less than the number of Shares specified in the Nomination Advice then all of the Shares comprised in that Holding will participate in the Plan; and

(c) any Shares comprised in that Holding in excess of the number specified in the Nomination Advice, whether acquired under the Plan or otherwise, will not participate in the Plan unless the Shareholder further alters the participation level in respect of that Holding in accordance with Rule 4.1.

4.4 Termination of participation

(a) Subject to Rule 3.7, if a Shareholder dies, participation in the Plan in respect of all that Shareholder's Shares will be terminated upon receipt by the Company of written notice of the death.

(b) If a Shareholder is declared bankrupt or is wound up, participation in the Plan in respect of all of that Shareholder's Shares will be terminated upon receipt by the Company f a notice of bankruptcy or winding up from the Shareholder or the Shareholder's trustee in bankruptcy or liquidator, as the case may be.

(c) The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.

(d) Upon termination of participation for whatever reason, the Company will forward to the Shareholder or the Shareholder's legal representative a statement of the Shareholder's Plan Account made out to the date of termination, and the cash balance (if any) shown in the Shareholder's Plan Account at that date.

4.5 Reduction or termination of participation where no Nomination Advice is given

Where:

(a) all of the Shares in a Holding are participating in the Plan and the Shareholder disposes of some of those Shares then, unless the Shareholder advises the Company otherwise, the remaining Shares in that Holding will continue to participate in the Plan;

(b) some of the Shares in a Holding are participating in the Plan and the Shareholder disposes of some of those Shares, then unless the Shareholder advises the Company otherwise, the Shares disposed of will be deemed to be Shares not participating in the Plan. If the number of Shares disposed is more than the number of Shares not participating in the Plan, the disposal will be deemed to include all the Holding not participating in the Plan and the balance (if any) will be attributed to Shares not participating in the Plan; and

(c) a Shareholder disposes of all Shares in a Holding without giving the Company a Nomination Advice, the Shareholder will be deemed to have terminated participation in the Plan in respect of that Holding on the last date on which the Company registered a transfer or instrument of disposal in relation to that Holding.

5. Operation of the Plan

5.1 Application of dividends

Each Dividend which is payable to a Shareholder in respect of Plan Shares and which is available for payment to the Shareholder will be applied by the Company on the Shareholder's behalf in acquiring or subscribing for additional Shares.

5.2 Issue or transfer of Shares

The Board in its absolute discretion will determine with respect to the operation of the Plan for any Dividend whether to issue new Shares or to cause the transfer of issued Shares to a Shareholder, or to apply a combination of those alternatives, to satisfy the obligations of the Company under these Rules.

If the Board determines to cause the transfer of Shares to Shareholders, the Shares to be transferred may be acquired in the market in such manner as the Board considers appropriate, including by appointment of a nominee or trustee to acquire those Shares on behalf of the Shareholder.

5.3 Plan Accounts

The Company will establish and maintain a Plan Account for each Holding in respect of which there are Plan Shares. The Company will, in respect of each Dividend payable in respect of each such Holding:

(a) calculate the amount of the Dividend payable in respect of the Plan Shares in that Holding;

(b) calculate (if applicable) the Papua New Guinea withholding tax payable in respect of those Plan Shares;

(c) credit the amount calculated under Rule 5.3(a) and debit the amount calculated under paragraph 5.3(b) from the relevant Plan Account;

(d) determine the maximum whole number of additional Shares which may be acquired under the Plan at the Price by dividing the amount standing to the credit of the relevant Plan Account by the Price and rounding the resulting number to the nearest whole number;

(e) on behalf of and in the name of the Shareholder in respect of the relevant Holding, subscribe for (or cause the transfer of) the number of additional Shares determined under Rule 5.3(d) and debit the relevant Plan Account with the total of the subscription or acquisition price payable in respect of the additional Shares issued or acquired; and

(f) issue the Shares (or cause the Shares to be transferred) to the Shareholder in respect of the relevant Holding and add the number of Shares issued or acquired to the total number of Shares comprised in the relevant Holding.

5.4 No fractional entitlements nor entitlement to residual cash balance

In acquiring such number of additional shares as are calculated pursuant to Rule 5.3(d), a Shareholder participating in the Plan shall not be entitled to any fractional entitlement to any Shares nor to receive any payment of any residual cash balance in respect of amounts rounded down pursuant to Rule 5.3(d), and any such residual cash balance shall be eliminated from the relevant Plan Account.

5.5 Price

(a) Shares will be transferred or issued under the Plan at the Price, which is the average of the daily volume weighted average market price, calculated at two decimal places, of all Shares sold in their ordinary course of trading on POMSoX during:

(i) the seven trading days starting on the Trading Day after the Record Date for that particular Dividend; or

(ii) such other period as the Board determines from time to time, less any discount determined by the Board from time to time. Notice of the actual discount will be given to the Shareholders prior to the relevant Record Date.

(b) The Price will be determined by the Board or some other person nominated by the Board by reference to information the Board approves for the purpose from time to time. Such determination by the Board, or some other person nominated by the Board, will be binding on all Shareholders.

6. Shares issued or transferred under the Plan

6.1 Issues in accordance with Listing Rules

Shares issued under the Plan will be issued in accordance with the Listing Rules and, from the date of issue, will rank equally in all respects with existing Shares.

6.2 Application for listing

The Company will apply for Shares issued under the Plan to be listed for quotation on the official list of POMSoX and any other official exchange or exchanges as may from time to time have accepted Shares for listing as soon as practicable after the date of issue.

6.3 Timing of issue or transfer

Shares issued or acquired under the Plan will be issued or transferred on, or as soon as practicable after, the relevant Dividend payment date and will be registered on the register where the Shareholder's Holding of Shares is currently registered.

If the Shareholder holds Shares on more than one register (one of which is the Company's principal share register), the Shares issued under the Plan will be registered on the principal share register unless and until the Shareholder requests otherwise.

6.4 Share Certificate

If a Shareholder holds Shares in a certificated form, a share certificate will be issued for a total number of Shares issued or acquired under the Plan in respect of each Dividend on those Shares. If a Shareholder holds Shares in uncertificated form, a statement showing the total number of Shares issued or acquired in respect of each Dividend on those Shares will be issued. The certificate or statement will be forwarded to the Shareholder as soon as practicable after issue or acquisition.

7. Plan statements

On, or as soon as practicable after, each Dividend payment date, the Company will send to each Shareholder in respect of each Holding participating in the Plan a statement setting out in respect of that Holding:

(a) the number of Plan Shares in that Holding as at the relevant Record Date;

(b) the amount of the Dividend payable to the Shareholder (less any amounts referred to under Rule 5.3(b)) in respect of those Plan Shares;

(c) the number of Shares transferred or issued to the Shareholder under the Plan and the Price of those Shares; and

(d) the number of Shares comprised in the Holding after issue or transfer of those additional Shares.

8. Variation, suspension and termination of Plan

8.1 Power to vary, suspend or terminate

The Plan may be varied, suspended or terminated by the Board at any time. The variation, suspension or termination will take effect upon the date specified by the Board.

8.2 Notice

The Board may give such notice of any variation, suspension or termination of the Plan as it considers appropriate. A variation, suspension or termination of the Plan will not be invalidated by accidental omission to give notice of the variation, suspension or termination to a Shareholder or the non-receipt of any notice by any Shareholder and will not give rise to any liability on the part of, or right or action against, the Board or the Company.

8.3 Suspension

Any suspension of the Plan will continue until such time as the Board resolves either to recommence or terminate the Plan. If the Plan is recommenced then elections as to participation in respect of the previously suspended Plan will be valid and have full force and effect in accordance with these Rules for the purposes of the recommenced Plan.

8.4 Termination

Upon termination of the Plan, the Company will forward to each Shareholder a statement of the Shareholder's Plan Account as at the date of termination, and the cash balance (if any) shown in the Shareholder's Plan Account at that date.

9. Application and notices

9.1 Form

Applications and notices to the Company must be in writing and in the form prescribed by the Board from time to time (or in such other form as the Board may accept). In relation to any applications or notices received by the Company, the Company may:

(a) accept or reject that application or notice where not properly completed or signed; and

(b) correct any error in, or omission from, that application or notice, prior to acceptance of that application or notice.

9.2 Effective time

Applications and notices will be effective upon receipt by the Company subject to:

(a) these Rules;

(b) in the case of applications to participate, acceptance by the Company; and

(c) receipt of the application or notice by the Company by 5:00pm on the relevant Record Date for determining entitlements to Dividends.

Applications or notices received on or after the relevant Record Date will not be effective in respect of that Dividend payment but will be effective from the next relevant Record Date.

10. General

10.1 Commencement and implementation of the Plan

The Plan will commence on the date determined by the Board. Subject to the Constitution of the Company, the Board may implement the Plan in such manner as the Board thinks fit and may settle any difficulties, anomalies or disputes which arise in connection with the Plan as the Board thinks fit.

10.2 Problems and disputes

Without prejudice to the general powers of the Board under the Constitution and these Rules, the Board may settle in such manner as the Board thinks fit any problem or dispute which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Shareholder or

Holding or any Share or Shares and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates.

10.3 Company entitled to Dividends

Any Dividend payable on Plan Shares which is a Shareholder has nominated as participating in the Plan and which Dividend the Company is entitled to retain as a result of any lien or charge in favour of the Company in accordance with the Constitution or other requirement of law will not be available for the purpose of participating in the Plan.

10.4 Acknowledgements

By applying to participate in the Plan, each Shareholder acknowledges that:

(a) neither the Company nor the share registry has provided it with investment, financial product, taxation or other advice concerning its decision to apply to participate in the Plan and that neither the Company nor the share registry has any obligation to provide such advice; and

(b) neither the Company nor the share registry nor any of their respective officers or employees will be liable or responsible to any Shareholder for any loss or alleged loss or disadvantage suffered or incurred by a Shareholder as a result, directly or indirectly, of the establishment or operation of the Plan or participating in the Plan or the value of Shares issued or transferred under the Plan falling or for any losses incurred on sole of Shares issued or transferred under the Plan.

10.5 Shareholders to be bound

Shareholders are at all times bound by the Rules of the Plan as modified from time to time.

10.6 Costs

All administrative costs of the Plan will be met by the Company. No brokerage, commission or other transaction costs will be payable by any Shareholder in respect of Shares issued or acquired under the Plan and no stamp duty or other duties will, under present law, be payable by Shareholders in respect of Shares issued or acquired under the Plan.

10.7 Taxation

The Company makes no representations or warranties in respect of, and accepts no responsibility for, the liability of participants to the payment of income tax in respect of any allotment, payment or other transaction pursuant to this Plan.

10.8 Governing law

The Plan, its operation and these Rules will be governed by and construed in accordance with the laws of Papua New Guinea.



KINA ASSET MANAGEMENT LIMITED
DIVIDEND REINVESTMENT PLAN