



**ASX Announcement**

14 March 2014

**Share Purchase Plan (SPP) – Offer documents**

PPK Group Limited (ASX:PPK) has today sent to shareholders who were registered as at 7.00pm (Sydney time) on 18 February 2014 and whose registered address is in Australia or New Zealand an SPP Offer booklet containing details of the SPP which was announced on 19 February 2014 together with a personalised Application Form.

The SPP offer opens on 17 March 2014 and closes at 5.00pm (Sydney time) on Monday, 7 April 2014. Any scale back under the SPP will be announced on 9 April 2014 and the SPP shares are expected to be issued on 11 April 2014.

Further details of the SPP are set out in the **attached** copy of the SPP Offer booklet.

For further information please contact:

**Robin Levison**  
**Executive Chairman**  
**Tel: 61 (2) 9241 7372**

**PPK GROUP LIMITED**

ABN: 65 003 964 181

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# *Share Purchase Plan*

PPK Group Limited

**THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE READ IN ITS ENTIRETY**

**THIS DOCUMENT HAS BEEN PREPARED BY PPK GROUP LIMITED. THE SHARE PURCHASE PLAN PROVIDES ELIGIBLE SHAREHOLDERS WITH THE OPPORTUNITY TO PURCHASE ADDITIONAL SHARES WITHOUT BROKERAGE OR OTHER TRANSACTION COSTS.**

**THE SHARE PURCHASE PLAN DOES NOT TAKE INTO ACCOUNT THE INDIVIDUAL INVESTMENT OBJECTIVES, FINANCIAL SITUATION OR PARTICULAR NEEDS OF EACH ELIGIBLE SHAREHOLDER. ACCORDINGLY, BEFORE MAKING A DECISION WHETHER OR NOT TO SUBSCRIBE FOR SHARES UNDER THE SHARE PURCHASE PLAN, YOU SHOULD CONSULT YOUR FINANCIAL, LEGAL OR OTHER PROFESSIONAL ADVISER. THIS DOCUMENT IS NOT A PROSPECTUS OR OTHER DISCLOSURE DOCUMENT UNDER THE CORPORATIONS ACT.**

**NOT FOR DISTRIBUTION OR RELEASE IN THE UNITED STATES OR TO U.S. PERSONS**

## **Letter from the Executive Chairman**

11 March 2014

Dear Shareholder

The Directors of PPK Group Limited would like to invite you to participate in PPK's Share Purchase Plan (**SPP**).

### **Summary of the SPP**

As announced to the ASX on 19 February 2014, the SPP is being made in conjunction with a placement of Shares at 75 cents per Share (**Placement**).

The Placement is being made in two tranches. The first tranche, comprising the issue of 3,285,320 Shares to professional or sophisticated investors to raise approximately \$2.46 million, was completed on 7 March 2014. The second tranche comprises a further 2,094,912 Shares to raise approximately a further \$1.57 million, which subject to shareholder approval at a meeting of shareholders to be held in mid April 2014, will be issued to the Directors (or their associated entities).

The SPP is capped at \$2 million. If applications for New Shares exceed \$2 million, PPK may in its discretion undertake a Scaleback to the extent and in the manner it sees fit. The SPP is not underwritten.

PPK is seeking to raise a combined amount of approximately \$6.03 million (before costs) under the Placement and the SPP. These funds will be used to provide working capital for the COALTRAM mining services business to be acquired by PPK and to retire some short term debt associated with the acquisition of that business.

We invite you to read this document thoroughly in conjunction with the publically available information relating to PPK available from our website at [www.ppkgroup.com.au](http://www.ppkgroup.com.au), including the recently released half year report for the 6 months ended 31 December 2013, and the ASX website at [www.asx.com.au](http://www.asx.com.au) (ASX: PPK).

### **SPP Details**

Under the SPP, you can acquire up to \$15,000 worth of New Shares (namely, 20,000 New Shares) without paying brokerage, commission or other transaction costs.

The Issue Price is 75 cents. This is the same as the placement price and represents a 8.09% discount to the average closing price of PPK's Shares on the ASX over the last 5 days on which sales of those shares were recorded prior to the announcement of the SPP on 19 February 2014.

The New Shares will be entitled to the fully franked interim dividend of 1.5 cents per Share for the half year ended 31 December 2013.

The Offer opens on 17 March 2014 and will remain open until 5:00pm (Sydney time) on Monday, 7 April 2014.

Participation in the Offer is optional and entirely voluntary. The Offer is only open to Eligible Shareholders who were registered as holders of Shares in PPK at 7:00pm (Sydney time) on 18 February 2014 and whose registered address is in Australia or New Zealand. The rights of Shareholders to participate in the SPP are not transferrable.

Full details of the Offer and how to participate are contained within this SPP document.

Yours sincerely

**PPK Group Limited**



**Robin Levison**  
*Executive Chairman*

## Frequently Asked Questions

This section answers some commonly asked questions about the Share Purchase Plan (**SPP**). It is not intended to address all relevant issues for Shareholders. This section should be read together with the Terms and Conditions.

What is the SPP?	This SPP provides Eligible Shareholders the opportunity to acquire up to A\$15,000 worth of New Shares in PPK at an issue price of 75 cents per New Share and free of brokerage, commission or other transaction costs.
Am I eligible to participate?	If you were a holder of Shares whose registered address is in Australia or New Zealand on the Record Date, you will be eligible to participate in the SPP if you fulfil the criteria set out in section 3 of the Terms and Conditions.
Is the Offer underwritten?	No, the SPP is not underwritten.
How do I apply?	To participate, please complete the Application Form, attach a cheque or bank draft and submit your application in accordance with the instructions on the Application Form. Alternatively, you can apply by paying through BPAY. Your Application Form includes details of the Biller Code and your Customer Reference Number unique to your Shareholding and this SPP. If you use BPAY you are not required to return your Application Form. For further information see section 4.2 of the Terms and Conditions.
What if I do nothing?	Participation in the SPP is optional and entirely voluntary. If you choose to do nothing, you will not participate in the SPP to acquire New Shares.
How many New Shares will I receive if I participate in the SPP?	<p>Under the SPP, you may apply for a maximum value of \$15,000 New Shares. Subject to any Scaleback as explained in section 10 of the Terms and Conditions, the number of New Shares you receive will depend on the total value of the New Shares you apply for, and the Issue Price of 75 cents.</p> <p>The Issue Price for each New Share under the Offer is 75 cents per New Share. This price represents a 8.09% discount to the average closing price of PPK's Shares on the ASX over the last 5 days on which sales of those shares were recorded prior to the announcement of the SPP on 19 February 2014.</p>
When does the Offer close?	The Offer closes at 5pm (Sydney time) on 7 April 2014.
When will I receive my New Shares?	<p>On or about 11 April 2014</p> <p>Your holding statement or confirmation advice will be despatched on or about the Allotment Date.</p>
When can I trade allocated New Shares?	There is no restriction on the trading of New Shares once allocated. You should confirm your Shareholding on or after the Allotment Date before trading any New Shares you believe you have acquired under the SPP.

Why is there a maximum of A\$15,000 investment per Shareholder?	The Offer under the SPP needs to comply with the conditions of the Class Order and Regulatory Guide 125 issued by ASIC. Under the Class Order, Eligible Shareholders may only acquire a maximum of A\$15,000 of New Shares under a share purchase plan in any 12 month period. PPK has not conducted a share purchase plan in the preceding 12 months.
How will PPK use the funds raised through the SPP?	Funds raised through the SPP will be used to provide working capital for the COALTRAM mining services business to be acquired by the Company and to retire some short term debt associated with the acquisition of that business.
Where can I get more information?	<p>Full details of the terms and conditions of the SPP are set out in the attached Terms and Conditions.</p> <p>If you would like more information about the SPP, please contact PPK's Share registry, Boardroom Pty Limited on 1300 737 760 or +612 9290 9600 if outside Australia.</p>

## Terms and Conditions

### 1. Offer

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The Share Purchase Plan offers Shareholders the opportunity to subscribe for New Shares up to the maximum subscription of \$15,000, without incurring brokerage, commission or other transaction costs.

### 2. Offer timetable

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The Record Date for participation in the SPP was 7pm (Sydney time), 18 February 2014.

The Offer opens at 9am (Sydney time) on 17 March 2014.

The Offer closes at 5pm (Sydney time) on 7 April 2014 (**Closing Date**).

New Shares will be allotted on or about 11 April 2014.

No late applications will be accepted. However, the Directors reserve the right to vary each of the above dates without advance notice to Eligible Shareholders. Any such variation will be notified to the ASX.

### 3. Eligible Shareholders

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- (a) You are an Eligible Shareholder and may participate in the SPP if you were a registered holder of Shares with a registered address in Australia or New Zealand on the Record Date, unless you are, or are acting for the account or benefit of, a U.S. Person (as defined in Regulation S under the U.S. Securities Act of 1933).
- (b) The Company has determined that it is not practical for holders of Shares with addresses on the Share register in jurisdictions other than Australia and New Zealand to participate in the SPP. Shares to be allotted under the SPP have not been and will not be registered under the U.S. Securities Act of 1933 and may not be offered, sold or delivered, directly or indirectly, in or to persons in, the United States of America.
- (c) For the purposes of determining eligibility, joint holders of Shares are taken to be a single registered holder of Shares and the agreements, acknowledgements and certification under section 4 below are taken to have been given by all joint holders.

- (d) Eligible Shareholders can only apply for a maximum of \$15,000 worth of New Shares in aggregate under the SPP (unless you are applying as a Custodian). This limitation applies even if Eligible Shareholders receive more than one Application Form due to multiple individual holdings or joint holdings, or if they hold Shares in more than one capacity such as if they are a sole Eligible Shareholder and a joint Eligible Shareholder and/or an Eligible Shareholder with more than one holding under a separate account or designation.

## 4. Applications for New Shares

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### 4.1 Limitations on applications

- (a) If you are an Eligible Shareholder, you may apply to acquire New Shares up to a maximum subscription of \$15,000.
- (b) Eligible Shareholders who receive more than one Offer under the SPP (for example, because they hold Shares in more than one capacity) may submit more than one Application (using multiple Application Forms) but may not apply for New Shares with an aggregate value of more than \$15,000.

### 4.2 Completing the Application Form and paying for Shares

All amounts in this Offer are expressed in Australian dollars. You must pay for the New Shares either by:

- (a) BPAY payment via internet or phone banking. You must also quote your personalised reference number which is on the Application Form. If you use this method, you should be aware of your financial institution's cut-off time (the time payment must be made by to be processed overnight). It is your responsibility to ensure funds are submitted correctly by the closing date and time. If paying by BPAY you do not need to return the Application Form, but you are taken to make the certifications and representations described in these Terms and Conditions; or
- (b) by completing the Application Form, attaching a cheque or bank draft and submitting your application in accordance with the instructions on the Application Form.

Only cheques or bank drafts in Australian dollars and drawn on a bank or financial institution in Australia will be accepted.

Cheques or bank drafts should be made payable to:

"PPK Group Limited – SPP A/C".

Application Forms together with application monies should be mailed to:

PPK Group Limited  
c/- Boardroom Pty Limited  
GPO Box 3993  
Sydney NSW 2001 Australia; or

If Application Forms are hand delivered they should be handed to:

Boardroom Pty Limited  
Level 7  
207 Kent Street  
Sydney NSW 2000

All payments and Application Forms must be received by no later than 5pm (Sydney time) on the Closing Date. If the full amount is not tendered by cheque or bank draft with a completed Application Form or paid by BPAY by the Closing Date, PPK reserves the right to return the payment and/or Application Form to you and not allot any New Shares to you. If your cheque does not clear, your Application Form will not be accepted.

You will not be able to withdraw or revoke your Application once you have submitted it.

#### 4.3 **PPK's discretion regarding applications**

PPK may accept or reject Application Forms to acquire New Shares under the SPP, including (but not limited to) cases where:

- (a) an Application Form is incorrectly completed, incomplete or otherwise determined by PPK to be invalid;
- (b) a cheque is dishonoured or has not been completed correctly;
- (c) a cheque is not made out for the exact amount of the parcel of New Shares selected on the Application Form;
- (d) an applicant appears to be applying for more than \$15,000 of New Shares (in aggregate) at the Issue Price;
- (e) an Application Form is received after the Closing Date; or
- (f) PPK believes that an applicant is not an Eligible Shareholder in accordance with the requirements of ASIC and/or the ASX (as applicable).

#### 4.4 **Interest**

No interest will be paid on any application monies, including any application monies returned to you.

#### 4.5 **Acknowledgement and agreement**

If you apply to participate in the SPP by making payment, (including through BPAY), or completing and returning the Application Form:

- (a) you confirm that you are an Eligible Shareholder and represent and warrant that you are not a person to whom it would be illegal to make an offer or issue of New Shares under the SPP;
- (b) you agree that your application is made in accordance with these Terms and Conditions;
- (c) you accept that you will not be able to withdraw or revoke your Application Form once you have submitted it;
- (d) you authorise PPK (and its Officers or agents) to correct any error or omission in your Application Form and to complete the Application Form by the insertion of any missing details;
- (e) you acknowledge that PPK may at any time determine that your Application Form is valid, in accordance with these Terms and Conditions, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (f) you agree that where you have previously provided PPK or its Share registry with bank account details, any refund to be paid to you under these Terms and Conditions may be direct credited into that nominated account;
- (g) you accept the risk associated with any refund that may be sent to you by cheque to your address shown on PPK's register;
- (h) you are responsible for any dishonour fees or other costs PPK may incur in presenting a cheque for payment which is dishonoured;
- (i) you acknowledge that neither PPK nor Boardroom Pty Limited has provided you with investment advice or financial product advice, and that neither has any obligation to

provide this advice, concerning your decision to apply for and buy New Shares under the SPP;

- (j) you and each person for whose account or benefit you are acting is not in the United States and is not a U.S. Person, or acting for the account or benefit of a U.S. Person;
- (k) you acknowledge that the New Shares have not, and will not be, registered under the U.S. Securities Act 1933 or the securities laws of any state or other jurisdiction of the United States or the securities law of any other jurisdiction outside Australia or New Zealand, and the New Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act or any other applicable securities laws;
- (l) you represent that you have not, and you agree that you will not, send any materials relating to the SPP to any person in the United States or any other country outside Australia and New Zealand or to any person who is, or is acting for the account or benefit of, a U.S. Person;
- (m) if you are applying on your own behalf (and not as Custodian), you are not applying for New Shares with an aggregate application value of more than \$15,000 under the SPP (including by instructing a Custodian to acquire New Shares on your behalf under the SPP), and you are complying with the limitations detailed in clause 3(d) of the Terms and Conditions;
- (n) you acknowledge that PPK is not liable for any exercise or non-exercise of its discretions referred to in these Terms and Conditions;
- (o) you irrevocably and unconditionally agree to these Terms and Conditions and agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP; and
- (p) you accept that your Application is unconditional.

#### 4.6 **Certification by Eligible Shareholders**

Subject to section 8, an Eligible Shareholder must, on application for New Shares pursuant to the Offer, certify to the Company that the total of the application price for the following does not exceed AUD\$15,000 worth of New Shares the subject of the application under the SPP:

- (a) any other New Shares issued to the Eligible Shareholder under the SPP or any similar arrangement in the 12 months before the application under the SPP;
- (b) any other New Shares which the Eligible Shareholder has instructed a Custodian to acquire on their behalf under the SPP; and
- (c) any other Shares issued to a Custodian in the 12 months before the application under the SPP as a result of an instruction given by the Eligible Shareholder to the Custodian to apply for Shares on their behalf under an arrangement similar to the SPP.

#### 5. **Issue Price**

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- (a) You agree to pay the Issue Price per New Share for the value of New Shares you have selected on the Application Form.
- (b) The Issue Price for each New Share under the Offer is 75 cents per New Share. This price represents a 8.09% discount to the average closing price of PPK's Shares on the ASX over the last 5 days on which sales of those shares were recorded prior to the announcement of the SPP on 19 February 2014.
- (c) You should note the risk that the market price of a Share may rise or fall between the Opening Date and the Allotment Date. This means that the price you pay per New

Share pursuant to the SPP may be either higher or lower than the Share price at the Opening Date or the Allotment Date. PPK recommends that you monitor the PPK Share price which can be found in the financial pages of major Australian metropolitan newspapers, or on the ASX website at [www.asx.com.au](http://www.asx.com.au) (ASX code: PPK).

## 6. Issue Date

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New Shares will be allotted on or about 11 April 2014.

You will receive an allotment confirmation notice followed by an end of month holding statement. You should confirm your holding before trading in any New Shares you believe have been allotted to you under the SPP.

## 7. Quotation

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PPK will apply for New Shares issued under the SPP to be quoted on the ASX.

## 8. Custodian Certification

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If you are a Custodian and hold Shares on behalf of one or more Participating Beneficiaries, you may apply for up to a maximum of AUD\$15,000 worth of New Shares for each Participating Beneficiary, subject to you providing a certificate addressed to PPK (**Custodian Certificate**) with your Application Form certifying the following:

- (a) that you held Shares on behalf of Participating Beneficiaries on the Record Date and they have instructed you to apply for New Shares on their behalf under the SPP;
- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary;
- (d) the number of Shares that you hold on behalf of each Participating Beneficiary;
- (e) the number or dollar amount of New Shares which each Participating Beneficiary has instructed you to apply for on their behalf;
- (f) that there are no Participating Beneficiaries in respect of which the total of the application price exceeds AUD\$15,000 worth of New Shares, calculated by reference to Shares applied for by you as Custodian on their behalf under:
  - (i) the SPP; and
  - (ii) any other Shares issued to you as Custodian in the 12 months before your application under an arrangement similar to the SPP,in each case, as a result of an instruction given by them to you as Custodian to apply for New Shares on their behalf;
- (g) that a copy of the written offer document was given to each Participating Beneficiary; and
- (h) If you are a Custodian who holds Shares on behalf of a Participating Beneficiary indirectly, through one or more interposed Custodians the name and address of each interposed Custodian.

If you hold Shares as a trustee or nominee for another person, but are not a Custodian as defined above, you cannot participate for beneficiaries in the manner described above.

Please contact our Share registry, Boardroom Pty Limited on 1300 737 760 or +612 9290 9600 if outside Australia, to obtain a Custodian Certificate or further information on how to apply.

## 9. Rounding of Shares

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If you apply for New Shares under the SPP you will apply for a certain value rather than a certain number of New Shares. Subject to these Terms and Conditions, the number of New Shares you are allocated will be determined by:

- (a) if there is no Scaleback applied to your allotment (in accordance with section 10 below), dividing the value of the New Shares that you apply for by the Issue Price, then rounding up to the nearest whole number of New Shares; or
- (b) if there is a Scaleback applied to your allotment (in accordance with section 10 below), the scaled back amount of your New Shares divided by the Issue Price, then rounding up to the nearest whole number of New Shares.

## 10. Scaleback

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- (a) If PPK receives applications for more than \$2 million worth of New Shares, it may Scaleback applications in its discretion.
- (b) If there is a Scaleback, you may not receive the full value of New Shares for which you have applied. If a Scaleback produces a fractional number when applied to your parcel of New Shares, the number of New Shares you will be allotted will be rounded up to the nearest whole number of New Shares.
- (c) In the event of a Scaleback, each applicant will be scaled back based on:
  - (i) the value of your application for New Shares;
  - (ii) the size of their Shareholding at the Record Date; or
  - (iii) a combination of both.
- (d) The difference between the value of the New Shares allotted (calculated at the Issue Price) and the application money received will be refunded to you without interest following allotment. Any refunds will be made by cheque mailed to your address as recorded on PPK's register or, if applicable, credited to your nominated bank account.

## 11. Non-renounceable Offer

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The Offer to acquire New Shares under the SPP is non-renounceable. This means that you cannot transfer your right to purchase New Shares under the Offer to anyone else.

## 12. No transaction costs

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No brokerage, commission or other transaction costs are payable by you in respect of the acquisition of New Shares under the SPP.

## 13. Ranking of New Shares

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All New Shares issued under the SPP will rank equally with existing Shares from the date of issue, and therefore will carry the same voting rights and other entitlements as existing Shares.

## 14. Class Order compliance

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This Offer of New Shares under the SPP is made in accordance with the requirements of the Class Order. The Class Order grants relief from the requirement to prepare a prospectus for the Offer of New Shares under the SPP.

## 15. Binding terms

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By accepting the Offer to purchase New Shares under the SPP, you agree to be bound by these Terms and Conditions and the constitution of PPK.

## 16. Administration of the SPP

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PPK reserves the right to:

- (a) withdraw the Offer or suspend or terminate the SPP at any time;
- (b) reduce the amount of New Shares that may be subscribed for under the SPP in any manner; and
- (c) waive compliance with any provision of these Terms and Conditions.

PPK may amend these Terms and Conditions and, where there is any uncertainty as to the operation of the SPP, may make determinations about the operation of the SPP, and may do so in each case generally or in relation to any participant or application. Any amendment or determination that is made by PPK will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates.

## 17. Governing law

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These Terms and Conditions are governed by the laws in force in New South Wales. By accepting this Offer, you submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 18. Underwriting

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The SPP is not underwritten.

## 19. Information and contact details

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If you have any questions in respect of the SPP, please contact our Share registry, Boardroom Pty Limited on 1300 737 760 or +612 9290 9600 if outside Australia.

## Glossary

### 1. Definitions

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The following definitions are used in the SPP:

**Allotment Date** means the date on which the New Shares are issued and allotted (which is expected to be on or about 11 April 2014);

**Application Form** means the application form attached to or accompanying this SPP pursuant to which applicants may apply for New Shares;

**ASIC** means the Australian Securities and Investments Commission;

**ASX** means ASX Limited (ABN 98 008 624 691) or the financial market known as Australian Securities Exchange operated by it, as the context requires;

**Class Order** means ASIC Class Order 09/425 (as it may be amended from time to time);

**Custodian** means a registered holder of Shares that:

- (a) holds an Australian financial services licence that:
  - (i) covers the provision of a custodial or depositary service; or
  - (ii) includes a condition requiring the holder to comply with the requirements of ASIC Class Order [CO 02/294]; or
- (b) is exempt under:

- (i) paragraph 7.6.01(1)(k) of the *Corporations Regulations 2001* (**Regulations**); or
- (ii) ASIC Class Order [CO 05/1270] to the extent that it relates to ASIC Class Order [CO 03/184]; or
- (iii) ASIC Class Orders [CO 03/1099], [CO 03/1100], [CO 03/1101], [CO 03/1102], [CO 04/829] or [CO 04/1313]; or
- (iv) an individual instrument of relief granted by ASIC to the person in terms similar to one of the class orders referred to in subparagraph (b)(iv) above; or
- (v) paragraph 911A(2)(h) of the Corporations Act 2001;

from the requirement to hold an Australian financial services licence for the provision of a custodial or depository service; or

- (c) is a trustee of a:
  - (i) self-managed superannuation fund; or
  - (ii) superannuation master trust; or
- (d) is the responsible entity of an IDPS-like scheme; or
- (e) is the registered holder of shares or interests in the class and is noted on the register of members of the body or scheme (as the case may be) as holding the shares or interests on account of another person.

**Eligible Shareholder** means a Shareholder who is eligible to acquire New Shares under the SPP, determined in accordance with section 3 of the SPP;

**Issue Price** means 75 cents per New Share.

**New Shares** means Shares offered under the SPP;

**Offer** means the offer of New Shares under the SPP;

**Participating Beneficiary** means one or more persons that have Shares held on their behalf by a Custodian;

**PPK** means PPK Group Limited ACN 003 964 181;

**Record Date** means 7.00 pm (Sydney time) on 18 February 2014;

**Scaleback** means the procedure by which the applications for New Shares are scaled back, details of which are set out in section 10;

**Share** means one fully paid ordinary share in the issued capital of PPK and **Shares** means any two or more of them;

**Share Purchase Plan** or **SPP** means this document; and

**Shareholder** means a shareholder of PPK.

## 2. Interpretation

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For the purposes of interpreting the SPP, unless the context otherwise requires:

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

- (a) reference to any statute, ordinance, regulation, rule or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force;
- (b) all headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of the SPP;
- (c) reference to persons includes bodies corporate and government authorities and in each and every case, includes a reference to the person's executors, administrators, successors and substitutes (including without limitation persons taking by novation and assignment);
- (d) reference to \$, A\$, Australian Dollars or dollars is a reference to the lawful tender for the time being and from time to time of the Commonwealth of Australia; and
- (e) words or phrases defined in the Corporations Act have the same meaning in this SPP.



**PPK Group Limited**  
ABN 65 003 964 181

# Share Purchase Plan - Application Form

**Record Date:** 7:00pm (Sydney time)  
18 February 2014

**Close Date:** 5:00pm (Sydney time)  
7 April 2014

**Issue Price** A\$0.75 per share

## A Offer Choice – Make your choice in the area marked Choice 1 OR Choice 2

### Choice 1

Indicate your choice by marking one box below or specifying an amount under Choice 2 below

Offer for A\$750  
for 1,000 Shares

Offer for A\$1500  
for 2,000 Shares

Offer for A\$3750  
for 5,000 Shares

Offer for A\$7500  
for 10,000 Shares

Offer for A\$11250  
for 15,000 Shares

Offer for A\$15000  
for 20,000 Shares

**OR**

### Choice 2

Specify the value of New Shares applied for

= A\$ \_\_\_\_\_ (subject to a maximum of A\$15,000). If you specify a dollar value of New Shares applied for, your application money will be divided by the Issue Price of A\$0.75 in order to determine the number of New Shares for which you will have applied (rounded up to the nearest whole number of shares).

## B Payment Details

Payment may only be made by BPAY or cheque. Cash will not be accepted via the mail or at the PPK Group Limited Share Registry.

Payments cannot be made at any bank.

### Payment Option 1 - BPAY



**Biller Code:**

**Ref:**

#### Telephone & Internet Banking - BPAY®

Contact your bank, credit union or building society to make this payment from your cheque or savings account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

© Registered to BPAY Ltd ABN 69 079 137 518

- To pay via BPAY please contact your participating financial institution
- If paying by BPAY you do not need to return the Application Form
- If paying by BPAY the amount of your payment received in the account divided by the Issue Price (rounded up to the nearest whole number) will be deemed to be the total number of New Shares you are applying for.

### Payment Option 2 - Cheque

Record cheque details below

Drawer	Cheque Number	BSB Number	Account No.	Amount A\$

- Only cheques or bank drafts in Australian dollars and drawn on a bank or financial institution in Australia will be accepted.
- Your cheque or bank draft must be made payable to **PPK Group Limited – SPP A/C and crossed Not Negotiable.**
- Please ensure that you submit the correct amount. Incorrect payments may result in your application being rejected.

## C Contact Details

Please provide a telephone number and contact name in case we need to contact you regarding your application.

Home telephone number	Work telephone number	Contact name

## D Declarations and Acknowledgments

By lodging this form with your cheque you acknowledge and confirm that you have read, understood and agreed to the terms and conditions of the PPK Group Limited Share Purchase Plan (SPP). PPK Group Limited may settle in any manner it deems appropriate, any dispute or anomalies which may arise in connection with or by reason of the operation of the SPP, whether generally or in relation to any applicant or application of shares. The decision of PPK Group Limited will be conclusive and binding on all persons to whom the determination relates. PPK Group Limited reserves the right to waive compliance with any provision of the SPP terms and conditions. The Directors reserve the right to withdraw the offer of shares under the SPP, or reduce the amount of shares that may be subscribed for under the SPP in any manner, at any time prior to allotment. Any excess application moneys will be refunded. No interest will be paid on any refunded application money.

**NO SIGNATURE IS REQUIRED ON THIS FORM**

**THIS OFFER IS NON-RENOUNCEABLE**

Application Forms and cheques must be received no later than 5.00 pm (Sydney time) on Monday, 7 April 2014 at:

**MAILING ADDRESS**  
Boardroom Pty Limited  
GPO Box 3993  
SYDNEY NSW 2001

**DELIVERY ADDRESS**  
Boardroom Pty Limited  
Level 7  
207 Kent Street  
SYDNEY NSW 2000

You should allow sufficient time for this to occur. The postal acceptance rule does not apply to the SPP.