



(ACN 008 670 102)

Share Purchase Plan Booklet

Important Notice and Disclaimer

This Booklet offers Eligible Shareholders the opportunity to purchase up to \$30,000 of fully paid ordinary shares in Coventry Group Limited (ACN 008 670 102) (**CYG** or **Company**) under a share purchase plan (**SPP**).

This Booklet does not provide financial advice and has been prepared without taking into account the individual investment objectives, financial situation or needs of any investor. You should read this Booklet in its entirety and seek independent financial and taxation advice before making a decision to participate in the SPP.

The offer of New Shares under the SPP is made in accordance with *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (ASIC Instrument)*. The ASIC Instrument grants relief from the requirement for CYG to provide a prospectus in relation to the SPP. The ASIC instrument limits the maximum amount that a shareholder is able to subscribe for under the SPP or any similar arrangement, to \$30,000 in any consecutive 12-month period.

This Booklet is not a product disclosure statement or a prospectus under the Corporations Act.

The SPP was announced to the ASX on 15 April 2024 in conjunction with a placement of fully paid ordinary shares to institutional, sophisticated and exempt investors. CYG will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising. Accordingly, any scale-back arrangements for SPP participants will be applied on a pro rata basis based on the number of New Shares above the \$2,000 minimum application amount that the Eligible Shareholder has applied for.

The laws of some countries prohibit or make impracticable participation in the SPP by certain overseas Shareholders. CYG has determined that it is not practical to permit Shareholders who are not resident in Australia, New Zealand, Singapore or Hong Kong to participate in the SPP. Accordingly, Shareholders who are **not** resident in Australia, New Zealand, Singapore or Hong Kong will **not** be able to participate in the SPP. The SPP does not constitute an offer of New Shares for sale in any other jurisdiction and this Booklet may not be distributed, directly or indirectly, into any other jurisdiction. For further information, see clause 14.

In particular, this Booklet may not be released to US wire services or distributed in the United States. The New Shares have not been, and will not be, registered under the US Securities Act of 1933 (US Securities Act) or the securities laws of any state or other jurisdiction of the United States. The New Shares may not be offered or sold in the United States except in a transaction exempt from, or not subject to, the registration requirements of the US Securities Act and the applicable securities laws of any state or other jurisdiction in the United States.

CHAIRMAN'S LETTER

23 April 2024

Dear Shareholder

On behalf of the Board of Directors of Coventry Group Limited (ACN 008 670 102) (**CYG or Company**), I am pleased to offer Eligible Shareholders an opportunity to participate in CYG's Share Purchase Plan (**SPP**) to raise up to \$2.0 million (with the ability to accept oversubscriptions), which was announced to the ASX on 15 April 2024. Together with the Company's recent institutional placement, CYG is targeting a raising of \$32 million across the SPP and the two tranche institutional placement. CYG received firm commitments of approximately \$20.7 million under the Tranche 1 Placement (to be issued within the Company's placement capacity under Listing Rule 7.1) and expects to issue approximately 14,301,377 Tranche 1 Placement Shares on 24 April 2024 (**Tranche 1 Placement**). The Company has received firm commitments of approximately \$9.3 million under the Tranche 2 Placement and subject to shareholder approval expects to issue 6,388,200 Tranche 2 Placement Shares on 29 May 2024 (**Tranche 2 Placement**).

The Directors have advised the Company for their intention to participate in the Tranche 2 Placement subject to shareholder approval to be obtained at a general meeting currently expected to be held on 4 June 2024 (**EGM**). Director participation in the Tranche 2 Placement will account for \$145,000 of the Tranche 2 Placement funds raised.

Under the SPP, Eligible Shareholders have the opportunity to subscribe for up to \$30,000 fully paid, ordinary shares in CYG (**New Shares**) at an issue price of \$1.45 per New Share (being the same price paid by investors in the Placement) (**SPP Issue Price**), without incurring any brokerage costs or other transactions costs. The SPP Issue Price represents a discount of 1.4% to the last closing price of Shares on the ASX on 12 April 2024 (being \$1.470 per share) and a 1.4% discount to the volume weighted average price of Shares calculated over the last 5 days on which sales in the Shares were recorded prior to 12 April 2024.

Prior to announcement of the Placements and SPP, the last closing price for the Company's Shares on 12 April 2024 was \$1.470 with a 5 Day VWAP of \$1.470 and a 30-day VWAP of \$1.483.

The Company expects that the issue of New Shares under the SPP (to be conducted in accordance with ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (**ASIC Instrument**)) will fall within Listing Rule 7.2, Exception 5 (and Listing Rule 10.12, Exception 4 in respect of Director participation).

New Shares under the SPP will rank equally in all respects with CYG's existing fully paid ordinary shares.

Use of proceeds

Funds raised in the SPP will be applied towards achieving the following objectives:

- (a) Acquisition of Steelmasters Auckland Ltd (**Steelmasters**)
 - (i) The acquisition of Steelmasters will be funded with a combination of approximately A\$13.4 million through a new NAB Revolving Cash Advance facility and fully underwritten institutional placement of approximately A\$30.0 million and an up to A\$2.0m non underwritten Share Purchase Plan.

If settlement of the acquisition of Steelmasters occurs before the Issue Date for this SPP as expected, CYG will use funds raised in the SPP to repay debt as drawn down on its NAB Revolving Cash Advance Facility to fund the acquisition of Steelmasters Auckland Ltd.

Further details on the Company's fundraising plans are set out in the announcement released to the Company's ASX platform on 15 April 2024.

Details of the offer under the SPP

CYG reserves the right to scale-back applications in its absolute discretion and it may, in its absolute discretion, increase the size of the SPP. CYG will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising.

Accordingly, any scale-back arrangements for SPP participants will be applied on a pro rata basis to all participants based on the number of New Shares above the \$2,000 minimum application amount that the Eligible Shareholder has applied for. In the event of a scale-back, you may be allocated New Shares to a value which is less than the parcel which you applied for and the difference will be refunded to you without interest.

Participation in the SPP is optional and is open to Eligible Shareholders, being holders of fully paid ordinary CYG shares as at 7:00pm (AEST) on 12 April 2024 with a registered address in Australia, New Zealand, Hong Kong or Singapore.

Your right to participate in the SPP is not transferrable.

The SPP is not underwritten.

How to apply

If you are an Eligible Shareholder and wish to participate in the SPP, you may apply to purchase New Shares with a minimum application amount of \$2,000 and any additional New Shares in the increments shown at clause 5.2 of the Terms and Conditions, with a maximum application amount of \$30,000.

You can apply for New Shares by making payment directly by BPAY® (Australian Eligible Shareholders only) or EFT (overseas Eligible Shareholders only) in accordance with the directions given your personalised Application Form and can be accessed via www.computersharecas.com.au/cyg.

Your payment must be made in Australian dollars and received by 5.00pm (AEST) on 14 May 2024 (**Closing Date**).

Timetable

The offer of New Shares under the SPP will be conducted in accordance with the following timetable*:

Timetable	
Record Date	7.00pm (Melbourne time), 12 April 2024
Announcement of Offer	On or before (10.00am Melbourne Time), 15 April 2024
Offer opens (Opening Date)	23 April 2024, 9.00am (Melbourne time)
Offer closes (Closing Date)	14 May 2024, 5.00pm (Melbourne time)
Announcement of results of SPP	By 16 May 2024
Issue of New Shares (Issue Date) and lodgement of the Appendix 2A	By 17 May 2024
Despatch of holding statements	By 17 May 2024
Commencement of trading of New Shares on the ASX (Trading Date)	By 20 May 2024

***CYG may vary any of the above dates at its absolute discretion by lodging a revised timetable with the ASX, and reserves the right to close the SPP early, or extend the Closing Date.**

Important information

The offer of New Shares under the SPP is made in accordance with the ASIC Instrument which grants relief from the requirement to issue a disclosure document for the SPP.

The terms and conditions of the offer of New Shares under the SPP are set out in this Booklet. The Board of CYG encourages you to read this Booklet in its entirety and seek independent professional advice before deciding whether to participate in the SPP.

For further information regarding the SPP or how to apply please call, the SPP Offer Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) between 8.30am to 5.00pm (AEST), Monday to Friday.

On behalf of the Board of Directors, I thank you for your continued support of CYG and invite you to participate in the SPP.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Neil Cathie', written in a cursive style.

Neil Cathie
Chairman
Coventry Group Limited

Important Notice

You should read these Terms and Conditions carefully as you will be bound by them if you participate in the SPP.

If you participate in the SPP by making a payment by BPAY® (Australian Eligible Shareholders only) or EFT (overseas Eligible Shareholders only), you are accepting the risk that the market price of Shares may change between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you. The value of the New Shares that you apply for, over time, is likely to rise and fall. Importantly, there is a risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price. After the issue of the New Shares to you, the value of these New Shares will fluctuate over time and there is no guarantee that their value will not fall below the SPP Issue Price.

1. Eligible Shareholders

- 1.1 Subject to clauses 1.2 to 1.4, you are entitled to participate in the share purchase plan (**SPP**), if:
- (a) you were registered on the Register of Coventry Group Limited (**CYG**) as a Shareholder at 7.00pm (AEST) on 12 April 2024 (**Record Date**);
 - (b) you have a registered address on the Record Date in Australia, New Zealand, Hong Kong or Singapore, and you continue to hold Shares from the Record Date to the Opening Date; and
 - (c) you are not in the United States or acting for the account or benefit of a person in the United States, (**Eligible Shareholder**).
- 1.2 Eligible Shareholders who hold Shares as a “custodian” (as defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547) (**Custodian**) may participate in the SPP on behalf of one or more persons whom the Custodian holds Shares on behalf of (**Custodian Beneficiaries**), provided the conditions set out in clause 4 are met.
- 1.3 Shareholders who hold Shares on behalf of persons who reside outside Australia, New Zealand, Singapore, or with the consent of the Company, Hong Kong are not entitled to participate in the SPP.
- 1.4 If you are a joint holder of Shares, you are taken to be a single registered holder of Shares for the purposes of determining whether you are an Eligible Shareholder and joint holders are entitled to participate in the SPP in respect of that single holding only.

2. Offer

- 2.1 CYG offers each Eligible Shareholder the opportunity to purchase up to \$30,000 worth of fully paid ordinary shares in CYG (**New Shares**) under the SPP, subject to and in accordance with these Terms and Conditions.
- 2.2 The price at which New Shares may be acquired under the SPP is \$1.45 (**SPP Issue Price**).
- 2.3 The SPP Issue Price represents a discount of 1.4% to the last closing price of Shares on the ASX on 12 April 2024 (being \$1.470 per Share) and a 1.4% discount to the 5 day VWAP, being the date prior to the announcement of the Placement and SPP.
- 2.4 Participation in the SPP is optional. The Offer is non-renounceable which means Eligible Shareholders cannot transfer their right to purchase New Shares to another person.
- 2.5 The Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on these same Terms and Conditions.
- 2.6 All references to \$ or dollars in this Booklet are references to Australian dollars unless otherwise indicated.

3. Joint holders

- 3.1 If you receive more than one Offer due to multiple registered holdings, you may apply for New Shares by way of different Application Forms, but you may not apply for New Shares with an aggregate value of more than \$30,000.

4. Custodians

- 4.1 If a Custodian applies for New Shares on behalf of a Custodian Beneficiary, CYG will not issue New Shares under the SPP unless the Custodian certifies the following in writing to CYG:

- (a) either or both of the following:
 - (i) that the Custodian holds the Shares on behalf of one or more persons that are not custodians (**Participating Beneficiaries**); or
 - (ii) that another custodian (**Downstream Custodian**) holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian, on the Record Date, and that each Participating Beneficiary has subsequently instructed the following persons to apply for New Shares under the SPP on their behalf:
 - (iii) where sub-paragraph 4.1(a)(i) applies – the Custodian; and
 - (iv) where sub-paragraph 4.1(a)(ii) applies – the Downstream Custodian,
- (b) the number of Participating Beneficiaries;
- (c) the name and address of each Participating Beneficiary, and that each Participating Beneficiary's address is located in Australia, New Zealand, Singapore and, with the written consent of the Company (in order to ensure the maximum limitation on the number of Hong Kong investors is not exceeded) Hong Kong.
- (d) in respect of each Participating Beneficiary:
 - (i) where sub-paragraph 4.1(a)(i) applies – the number of Shares that the Custodian holds on their behalf; and
 - (ii) where sub-paragraph 4.1(a)(ii) applies – the number of Shares to which the beneficial interests relate;
- (e) in respect of each Participating Beneficiary:
 - (i) where sub-paragraph 4.1(a)(i) applies – the number or the dollar amount of New Shares they instructed the Custodian to apply for on their behalf; and
 - (ii) where sub-paragraph 4.1(a)(ii) applies – the number or the dollar amount of New Shares they instructed the Downstream Custodian to apply for on their behalf;
- (f) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds \$30,000:
 - (i) the New Shares applied for by the Custodian under the SPP in accordance with the instructions referred to in sub-paragraph 4.1(e); and
 - (ii) any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;

- (g) that a copy of this Booklet was given to each Participating Beneficiary; and
- (h) where sub-paragraph 4.1(a)(ii) applies – the name and address of each Custodian who holds beneficial interests in the Shares held by the Custodian in relation to each Participating Beneficiary,

4.2 Custodian Certificate

- (a) A Custodian Certificate can be requested via email at custodians@computershare.com.au. For further information about the custodian application process, a Custodian should contact the SPP Offer Information Line on 1300 850 505 (within Australia) or + 61 3 9415 400 (outside Australia) between 8.30am to 5.00pm (AEST), Monday to Friday.
- (b) Applications received from Custodians must be accompanied by a duly completed and signed Custodian Certificate.
- (c) If you hold Shares as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described above. In this case, the \$30,000 maximum still applies and the rules relating to multiple single holdings apply (see clauses 6.5, 6.6(c) and 6.6(d)).

5. How much can I invest under the SPP?

- 5.1 Eligible Shareholders may apply for a parcel of New Shares under the SPP in accordance with the application amounts set out below in clause 5.2. The maximum investment amount under the SPP is \$30,000 worth of New Shares, subject to Scale-back. In the event CYG receives applications in excess of \$2.0 million dollars under the SPP, it will either scale back the applications (in the manner provided at clause 11 or increase the \$2.0 million in order to reduce or prevent the need for a scale-back should total demand under the SPP exceed \$2.0 million.
- 5.2 The number of New Shares issued to an applicant will be calculated by dividing the application monies by the SPP Issue Price of \$1.45. The minimum application amount is \$2,000, increasing in increments as shown below:

Minimum	\$2,000
	\$5,000
	\$10,000
	\$20,000
Maximum	\$30,000

- 5.3 The number of New Shares will be rounded up to the nearest whole number.
- 5.4 It should be noted that the Company has the discretion to increase or decrease the size of the SPP.

6. Applying for New Shares

- 6.1 If you are an Eligible Shareholder and wish to participate in the SPP, you may apply to purchase New Shares with a minimum application amount of \$2,000 and any additional New Shares in the increments shown in clause 5.2 above, with a maximum application amount of \$30,000. If you do not wish to participate in the SPP, you may disregard this Booklet.
- 6.2 You can apply for New Shares by following the instructions on the Application Form and making payment by:
 - (a) If you are an Australian Eligible Shareholder, BPAY®: equivalent to the dollar amount of the parcel of New Shares you wish to apply for (using the BPAY® Customer Reference Number on your personalised Application Form which is required to identify your holding) and can be accessed via www.computersharecas.com.au/cyg; or

- (b) If you are an overseas Eligible Shareholder, EFT payment: equivalent to the dollar amount of the parcel of New Shares you wish to apply for (using the unique reference number on your personalised Application Form which is required to identify your holding and can be accessed via www.computersharecas.com.au/cyg. Overseas Eligible Shareholders can access their EFT payment instructions at www.investorcentre.com/au or call the SPP Offer Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) between 8.30am to 5.00pm (AEST), Monday to Friday.

6.3 Applications are made by making a payment. You do **not** need to return your Application Form.

6.4 To be a valid application, your payment must be made in Australian dollars and must be received by the Registry by 5.00pm (AEST) on 14 May 2024 (**Closing Date**). The time of your application will be the time at which the Registry has received your payment. If you make payment in the 24 hours before the Offer closes you must ensure that your payment is processed by your bank so that your application monies are received before 5:00pm (AEST) on the Closing Date. If your payment is not received by this time, your application will be treated as a late application and may not be processed.

6.5 Eligible Shareholders who receive more than one Offer (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply on different Application Forms for New Shares but may not apply for New Shares with an aggregate value of more than \$30,000.

6.6 CYG may either accept or reject your application for New Shares at its absolute discretion. CYG may reject your application in the following circumstances (among others):

- (a) your Application Form (if returned) is incorrectly completed, incomplete or otherwise determined by CYG to be invalid;
- (b) your application and payment is not received by the Closing Date or is otherwise incomplete or invalid. Late payments will be refunded (without interest);
- (c) CYG believes that you are applying either directly or indirectly (such as through a trust) to buy more than an aggregate of \$30,000 of New Shares;
- (d) CYG believes that you and one or more other registered holders of the same or similar name or address are applying to buy more than an aggregate of \$30,000 of New Shares;
- (e) CYG believes you are not an Eligible Shareholder (subject to compliance with any applicable ASIC or ASX requirements); or
- (f) your name is not recorded in the Register on the Record Date.

6.7 If your payment is for:

- (a) an amount less than \$2,000, CYG may, at its discretion, reject your application for New Shares and refund your application money in full (without interest); or
- (b) an amount greater than \$2,000 that is not equal to one of the designated amounts (see clause 5.2), CYG may, at its discretion:
 - (i) reject your application for New Shares and refund your application money in full (without interest); or
 - (ii) treat your application as if you had applied for the next lowest parcel of New Shares and refund the excess application money to you (without interest).

7. Issue price of New Shares under the SPP

7.1 Under the SPP, Eligible Shareholders have the opportunity to subscribe for up to, \$30,000 of fully paid ordinary shares in CYG (**New Shares**) at an issue price of \$1.45 per New Share. being equivalent to a 1.4%

discount to the VWAP of the Company's Shares calculated over the last 5 days on which sales in the securities were recorded on ASX immediately prior to the announcement of the Placement and the SPP (being 12 April 2024) (without incurring any brokerage costs or other transactions costs) (**SPP Issue Price**).

7.2 The current Share price can be obtained from the ASX.

7.3 In accordance with the requirements of the ASIC Instrument, the Company notes that:

- (a) On the last trading day immediately prior to the announcement date of the SPP (being 12 April 2024), the closing price of the Shares traded on the ASX was \$1.470 per Share.
- (b) The 5 Day VWAP of the Company's Shares up to and including 12 April 2024 was \$1.470 with the 30-day VWAP up to that date being \$1.483.
- (c) The market price of Shares in the Company may rise and fall between the date of the Offer, the date that you apply, or the date on which Shares are issued under the SPP.
- (d) By making an application under the SPP, each Eligible Shareholder will be acknowledging that although the SPP Issue Price is at a discount to the 5 Day VWAP up and including 12 April 2024. Shares are a highly speculative investment and the price of Shares on ASX may change between the date of the Company announcing its intention to make the Offer and the date of issue of New Shares under the SPP. The Share prices may rise or fall and the price of Shares might trade below or above the SPP Issue Price. There can be no guarantee that trading pricing will be sustained.

7.4 ASX Listing Rule 7.2, Exception 5 permits the offer of shares under an SPP without shareholder approval (and without utilising the Company's placement capacity under Listing Rules 7.1 or 7.1A) subject to certain conditions, including that the issue price must be at least 80% of VWAP calculated over the 5 days on which sales in the securities were recorded, either before the day on which the issue was announced (**First Limb**) or before the day on which the issue was made (**Second Limb**). The Company has priced the SPP to fall within the First Limb, accordingly all New Shares to be issued under the SPP, will not utilise the Company's Placement Capacity. This pricing also ensures the application of the Listing Rule 10.12, Exception 4, to the effect that the participation of any Director in the SPP does not require shareholder approval.

7.5 You agree to pay the SPP Issue Price per New Share for the number of New Shares that are allocated to you in accordance with these Terms and Conditions.

8. Number of New Shares to be issued

8.1 If you apply for New Shares, you will apply for a certain value, rather than a certain number of New Shares. If your application is accepted, CYG will divide the value of your application monies by the SPP Issue Price (as specified in clause 6) in order to determine the number of New Shares which, subject to Scale-back, will be issued to you.

8.2 If this calculation produces a fractional number, the number of New Shares you are issued will be rounded up to the nearest whole number of New Shares (refer to clause 11 for information on rounding in the event of a Scale-back).

9. The New Shares

9.1 New Shares will be issued on the Issue Date.

9.2 New Shares issued under the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, distribution rights and other entitlements from issue. These rights are contained in the Company's constitution (which is available for inspection at the registered office of the Company during normal business hours.)

9.3 CYG will apply for the New Shares issued under the SPP to be quoted on ASX. If the New Shares are not quoted on the ASX, the New Shares will not be issued and all application monies will be refunded (without interest).

9.4 Subject to these Terms and Conditions, the New Shares will be allotted as soon as possible after the Closing Date. The Company will send or cause to be sent to you a holding statement as soon as practicable thereafter.

10. Costs of participation

No brokerage or other transaction costs will apply to the application for, and issue of, New Shares under the SPP.

11. Scale-back

11.1 CYG may at its discretion scale-back the maximum number of New Shares issued to each Eligible Shareholder to the extent and in the manner that it sees fit (**Scale-back**). CYG will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising. Accordingly, any Scale-back will be applied on a pro rata basis based on the number of New Shares that the Eligible Shareholder has applied for above the \$2,000 minimum application amount.

11.2 If a Scale-back occurs, you may receive less than the parcel of New Shares for which you have applied.

11.3 If a Scale-back produces a fractional number of Shares when applied to your issue of New Shares, the number of New Shares you will be allocated will be rounded up to the nearest whole number of New Shares.

11.4 If there is a Scale-back, your application monies may be greater than the value of the New Shares you will be issued. In such event, the excess application monies will be refunded to you without interest by direct credit (to your nominated account as recorded on the Register) or cheque as soon as practicable.

11.5 If demand for the SPP exceeds \$2.0 million, CYG has reserved the right to accept over-subscriptions in order to limit any Scale-back. Any increase to the amount to be raised under the SPP will be made in compliance with the Corporations Act, the ASIC Instrument and the ASX Listing Rules.

12. Effect of the Offer

12.1 The principal effect of the SPP (assuming it is fully subscribed), will be to issue up to 1,379,310 New Shares at the SPP Issue Price of \$1.45 per New Share (which would represent 1.45% of existing Shares on issue prior to the Placement and SPP).

12.2 No more than \$2 million worth of New Shares at the SPP Issue Price will be issued under the SPP.

12.3 The table below sets out the effect on the capital structure of the Company before and after the completion of the Placement and the SPP:

12.4

Event	Shares	% (at Completion of raise)
Existing Shares	95,342,516	81.00
Placement Tranche 1 Shares (\$20.7million)	14,301,377	12.15
Placement Tranche 2 Shares (9.26million) ²	6,388,277	5.43
SPP - New Shares (\$2.0 million)	1,379,310	1.17
Total post capital raising	117,411,480	100% (rounded)

Notes:

1. Assumes no increase to the SPP size (noting CYG has reserved the right to accept over-subscriptions above \$2.0 million).
2. Placement Tranche 2 is subject to shareholder approval.
3. CYG also has 1,082,224 performance rights on issue with various exercise prices and expiry dates.

Those convertible securities and their impact on the fully enlarged capital structure is not shown in the above table.

13. Risks

- 13.1 There is a risk that the market price of Shares may change between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you. Accordingly, the value of the New Shares that you apply for, over time, is likely to rise and fall. Importantly, there is a risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price. After the issue of the New Shares to you, the value of these New Shares will fluctuate over time and there is no guarantee that their value will not fall below the SPP Issue Price. There are also a number of general and specific risks which may affect CYG. Please refer to the "Key Risks" in Annexure A for a non-exhaustive summary of the general and specific risks that may affect CYG.
- 13.2 This document is not a prospectus and has not been lodged with ASIC. This document does not contain the types of disclosure required to be contained in a prospectus. You must rely on your own knowledge of CYG, previous disclosures made by CYG to the ASX, and, if necessary, consult your professional financial and tax advisers before making a decision to participate in the SPP.

14. Foreign offering restrictions

This Booklet does not constitute an offer of New Shares in the Company in any jurisdiction in which it would be unlawful. In particular, this Booklet may not be distributed to any person, and the New Shares may not be offered or sold, in any country outside Australia except to the extent permitted below.

14.1 New Zealand

The New Shares are not being offered to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of these securities is being made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021.

This Booklet has been prepared in compliance with Australian law and has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013. This Booklet is not a product disclosure statement under New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

14.2 Singapore

This Booklet and any other materials relating to the New Shares have not been, and will not be, lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this Booklet and any other document relating to the New Shares may not be issued, circulated or distributed, nor may such securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part 13 of the Securities and Futures Act 2001 of Singapore (the "SFA") or another exemption under the SFA.

This Booklet has been given to you on the basis that you are an existing holder of the Company's shares. If you are not such a shareholder, please return this Booklet immediately. You may not forward or circulate this Booklet to any other person in Singapore.

Any offer is not made to you with a view to the New Shares being subsequently offered for sale to any other party in Singapore. On-sale restrictions in Singapore may be applicable to investors who acquire such securities. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

14.3 Hong Kong

WARNING: This Booklet may be distributed in Hong Kong only to existing shareholders of the Company. This Booklet may not be distributed, published, reproduced or disclosed (in whole or in part) to any other person in Hong Kong or used for any purpose in Hong Kong other than in connection with the recipient's consideration of the Offer.

You are advised to exercise caution in relation to the Offer. If you are in doubt about any contents of this Booklet, you should obtain independent professional advice.

This Booklet has not been reviewed by any Hong Kong regulatory authority. In particular, this Booklet has not been, and will not be, registered as a prospectus under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of the Laws of Hong Kong, nor has it been authorised by the Securities and Futures Commission in Hong Kong under Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong.

15. Effect of applying for New Shares and representations

15.1 If you submit a BPAY® (Australian Eligible Shareholders only) or EFT payment (overseas Eligible Shareholders only) you will be deemed to have submitted an application for the maximum amount of New Shares that the payment will cover, and:

- (a) you acknowledge that you have read, understood and irrevocably and unconditionally agree to these Terms and Conditions and the application in full and you agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP;
- (b) you acknowledge that you are an Eligible Shareholder and that you are lawfully permitted to accept the Offer and participate in the SPP;
- (c) you acknowledge that you reside in Australia, New Zealand, Singapore or Hong Kong;
- (d) if you have a registered address in Australia, New Zealand, Singapore or Hong Kong, you warrant that you continued to hold Shares from the Record Date to the Opening Date;
- (e) you certify that the total of the application price for the following does not exceed \$30,000:
 - (i) the New Shares the subject of your application;
 - (ii) any other New Shares or any Shares that you acquired under any arrangement similar to the SPP in the 12 months before the date of your application;
 - (iii) any other New Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
 - (iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application under the SPP as a result of an instruction given by you to the custodian or another custodian and which resulted in you holding beneficial interests in such Shares,

even though you may have received more than one Offer or received Offers in more than one capacity;

- (f) if you are a Custodian and are applying on behalf of a Custodian Beneficiary on whose behalf you hold Shares, you acknowledge and agree that:
 - (i) you are a Custodian as that term is defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547;

- (ii) you held Shares on behalf of the Custodian Beneficiary as at the Record Date who has instructed you to apply for New Shares on their behalf under the SPP and that the Custodian Beneficiary has been given a copy of this document;
- (iii) you are not applying for New Shares on behalf of any Custodian Beneficiary with an aggregate application amount of more than \$30,000 under the SPP;
- (iv) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading;
- (g) you acknowledge your application is irrevocable and unconditional;
- (h) you declare that all details and statements in your Application Form are true and complete and not misleading;
- (i) you authorise CYG to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor details;
- (j) you acknowledge that CYG may at any time determine that your Application Form is valid, in accordance with this Booklet, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (k) you acknowledge that no interest will be paid on any application monies held pending the issuance of the New Shares or subsequently returned to you for any reason;
- (l) you accept that CYG at its absolute discretion can make reductions in issuance of New Shares under a Scale-back;
- (m) you acknowledge that CYG is not liable for any exercise of its discretions referred to in this Booklet;
- (n) you accept the risk associated with any refund that may be dispatched to you to by cheque to your address or by direct credit to your nominated bank account as shown on the Register;
- (o) if you are acting as a trustee, nominee or Custodian, each beneficial Shareholder on whose behalf you are participating is resident in Australia, New Zealand, Singapore, or with the written consent of the Company, Hong Kong and you have not sent this Booklet or any materials relating to the SPP outside Australia, New Zealand, Singapore or, with the written consent of the Company, Hong Kong;
- (p) you agree to be bound by the constitution of CYG;
- (q) you acknowledge that neither CYG nor the Registry 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, and that this Booklet has been prepared without taking into account the objectives, financial situation or needs of individuals;
- (r) you are aware, and accept the risk, that the market price of Shares may change including (without limitation) between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you (and accordingly the value of New Shares applied for, over time, is likely to rise and fall) and you accept the risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price;
- (s) you represent that you are not in the United States nor subscribing for New Shares for the account or benefit of a person in the United States;
- (t) you agree not to send any materials relating to the SPP to any person in the United States or that is or is acting for the account or benefit of a person in the United States;

- (u) you acknowledge that the New Shares have not been, and will not be, registered under the US Securities Act or other securities laws of any state or other jurisdiction of the United States, and accordingly, the New Shares may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registrations requirements of the US Securities Act and any other applicable US state securities laws;
- (v) you acknowledge that the New Shares will only be offered and sold outside the United States in "offshore transactions" (as defined in and in reliance on Regulation S under the US Securities Act);
- (w) if in future you decide to sell or otherwise transfer the New Shares, you will do so in a regular way on ASX where neither you nor any person acting on your behalf know, or have reasons to know, that the sale has been pre-arranged with, or that the purchase is, a person in the United States; and
- (x) you acknowledge that you have not distributed this Booklet or any other documents relating to the Offer to, any person in the United States or elsewhere outside Australia or New Zealand, Singapore or Hong Kong (in compliance with clause 14). Failure to comply with these restrictions may result in violations of applicable securities laws.

16. Timetable

16.1 Subject to clause 16.2:

- (a) **(Record Date)** the Offer is made to all persons registered as holders of Shares at 7.00pm (AEST) on 12 April 2024 whose address in the Register was in Australia, New Zealand, Hong Kong or Singapore;
- (b) **(Opening Date)** the Offer opens at 9:00am (AEST) on 23 April 2024;
- (c) **(Closing Date)** the Offer closes at 5.00pm (AEST) on 14 May 2024. CYG reserves the right to close the SPP early, or to extend the Closing Date;
- (d) **(Issue Date)** CYG proposes to issue the New Shares by 17 May 2024;
- (e) **(Despatch Date)** the date on which transaction confirmations are sent to Shareholders and, if applicable, a direct credit deposit to your nominated account is made, or refund cheque is despatched, as a result of any Scale-back being applied to your application, is expected to be on or around 17 May 2024; and
- (f) **(Trading Date)** CYG expects trading on ASX of the New Shares issued under the SPP to commence by 20 May 2024;

16.2 CYG may vary any of the above dates in clause 16.1 at its absolute discretion (even if the Offer has been opened, or payments or Application Forms have been received) by lodging a revised timetable with ASX.

17. Legislative instrument compliance

A registered holder of Shares will be ineligible to participate in the SPP if their participation would be in breach of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

18. Dispute resolution, waiver, withdrawal, suspension, and termination

- 18.1 CYG may settle, in any manner it deems appropriate, any difficulties, anomalies, or disputes which may arise in connection with the operation of the SPP and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- 18.2 CYG reserves its right to waive strict compliance with any provisions of this Booklet and to amend or vary these Terms and Conditions set out in this Booklet and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where CYG does not notify you of that event.

18.3 If the SPP is withdrawn or terminated, all application monies will be refunded. No interest will be paid on any money refunded to you.

19. Privacy

19.1 CYG and the Registry are bound by the *Privacy Act 1988 (Cth)* in relation to the collection, use and disclosure of any personal information about you. Chapter 2C of the Corporations Act requires information about you as a Shareholder (including your name, address and details of the Shares you hold) to be included in the public register of CYG. This information must continue to be included in the public register if you cease to be a Shareholder.

19.2 CYG and the Registry may collect personal information to process your application, implement the SPP and administer your Shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

19.3 Your personal information may be disclosed to joint investors, the Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of CYG and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.

19.4 The Registry's privacy policy is available on its website: <https://www.computershare.com/au/privacy-policies>. CYG's privacy policy is available on its website: <https://www.cgl.com.au/index.php/component/sppagebuilder/?view=page&id=134>. Each privacy policy contains information about how you may seek access to, and correction of, your personal information and also contains information about how you can complain about a breach of the Privacy Act and how such a complaint will be dealt with.

20. Governing Law

This Booklet and the Offer are governed by the laws in force in Victoria, Australia. Any dispute arising out of or in connection with the Terms and Conditions, or the Offer, will be determined by the courts of Victoria, Australia. By accepting this Offer, you agree to submit to the exclusive jurisdiction of the courts in Victoria, Australia.

21. Additional Provisions

21.1 The Company may amend the terms of the Offer at any time. Any material amendments will be announced to the ASX.

21.2 The Company may terminate or otherwise withdraw the Offer at any time. Any termination or withdrawal will be announced to the ASX, and any application monies received will be returned without interest.

21.3 The Company may act or omit to act in relation to the Offer (including applying the terms of the Offer) in its absolute discretion. The Company may settle any difficulty or question of fact or interpretation in relation to the Offer in any manner it thinks fit, whether generally or in relation to any Eligible Shareholder, application or New Share. The Company's decision will be conclusive and binding. The Company reserves the right to waive strict compliance with these Terms and Conditions (subject to compliance with the law, the Instrument and ASX Listing Rules). The Board or any delegate may exercise the powers of the Company under the terms of the Offer.

22. Glossary

The following definitions apply throughout this Booklet unless the context requires otherwise. A reference to a clause is a reference to a clause in these Terms and Conditions.

5 Day VWAP the volume weighted average price of a Share on the last 5 days on which sales in the Shares were recorded prior to a specified date.

AEST Australian Eastern Standard Time (being Melbourne time).

Application Form your personalised application form.

ASIC Australian Securities and Investments Commission.

ASIC Instrument *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*.

ASX ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

Booklet this document.

Closing Date 5.00pm (AEST), 14 May 2024 (or such other date as CYG determines, in its absolute discretion).

Corporations Act *Corporations Act 2001* (Cth).

Custodian a custodian as defined in paragraph 4 of the ASIC Instrument.

Custodian Beneficiaries has the meaning given in clause 1.2.

Custodian Certificate has the meaning given in clause 4.

CYG Coventry Group Limited (ACN 008 670 102).

Director a director of Coventry Group Limited.

Downstream Custodian has the meaning given in clause 4.1.

Eligible Shareholder has the meaning given in clause 1, and does not include Shareholders with a registered address outside of Australia, New Zealand, Singapore or Hong Kong on the Record Date.

Issue Date 17 May 2024 (or such other date as CYG determines, in its absolute discretion, subject to ASX requirements).

New Shares the Shares to be issued under the SPP.

Offer the offer in clause 2.

Opening Date 9.00am (AEST), 23 April 2024.

Participating Beneficiaries has the meaning given in clause 4.1.

Placement both the Tranche 1 Placement and the Tranche 2 Placement.

Placement Capacity the Company's capacity to issue new equity securities without shareholder approval pursuant to Listing Rules 7.1 and 7.1A.

Record Date 7.00pm (AEST) on 12 April 2024.

Register the register of Shareholders.

Registry Computershare Investor Services Pty Limited (ACN 078 279 277).

Scale-back has the meaning given in clause 11.1.

Share a fully paid ordinary share in CYG.

Shareholder a registered holder of Shares.

Shareholding a holding of Shares.

SPP the share purchase plan offer made to Eligible Shareholders under this Booklet.

SPP Issue Price has the meaning given to the term in clause 2.2. See also clause 7.

Terms and Conditions or SPP Terms and Conditions the terms and conditions of the SPP set out in this Booklet.

Trading Date 20 May 2024 (or such other date as CYG determines, in its absolute discretion).

Tranche 1 Placement has the meaning given to the term in the Chairman's Letter.

Tranche 2 Placement has the meaning given to the term in the Chairman's Letter.

VWAP means the volume weighted average price of a Share.

Annexure A Key Risks

There are a number of general and specific risks which may affect Coventry Group Limited (ACN 008 670 102) (CYG or Company). A summary of the general and specific risk factors that may affect CYG are set out below.

- A. General market and share price risks:** General economic factors such as interest rates, exchange rates, inflation, business and consumer confidence and general market factors may have an adverse impact on CYG's performance, prospects or value of its assets. The market price of CYG shares will fluctuate due to various factors, many of which are non-specific to CYG, including recommendations by brokers and analysts, Australian and international general economic conditions, inflation rates, interest rates, exchange rates, changes in government, fiscal and monetary and regulatory policies, changes to laws, global investment markets, global geo-political events and hostilities, investor perceptions and other factors that may affect CYG's financial performance and position. In the future, these factors may cause CYG shares to trade at or below their issue price.
- B. Risk of dilution:** Upon completion of the Institutional Placement, the number of the shares in the Company will increase from 95,342,516 to approximately 110m. This equates to approximately 15.4% of all of the issued shares in the CYG immediately following the Institutional Placement. This means to the extent that an eligible shareholder does not participate in the SPP, a shareholder's percentage security holding will be lower following completion of the placement, and further diluted by not participating in the SPP.
- C. Work Health & Safety:** There may be a workplace incident or accident resulting in serious injury that may result in a fine imposed by a regulatory authority, an interruption to business operations, or a worker's compensation claim, a work health and safety claim or a damages claim against CYG. Such claims or events may not be covered by CYG's insurance or may exceed CYG's insured limits. Additionally, CYG's operations may be impacted by issues relating to failure to comply with regulatory requirements and obligations such as WorkSafe audits. These issues may also adversely impact CYG's reputation. Any such occurrences could, therefore, adversely impact CYG's operations and profitability.
- D. Reduction in consumer spending:** General levels of consumer sentiment and consumer spending in CYG's regions of operation may impact operational and financial performance. Consumer spending and sentiment can, in turn, be influenced by several factors, including the level of general economic growth, employment, population and income growth, interest and inflation rates. A significant or sustained decline in consumer spending may materially impact the performance of CYG.
- E. Supply chain risks:** As a distributor of products, CYG is particularly dependent on the continuing operation of its supply chain to ensure the delivery of products to its customers in full and on time. CYG has sought to increase inventory holdings, however there is a risk of supply chain disruption resulting in the delayed or non-delivery of products which is heightened by geopolitical tension and may have a significant impact on the performance of CYG.
- F. Loss of key personnel or skilled workers:** CYG ability to remain productive, profitable and competitive and to implement planned growth initiatives depends on the continued employment and performance of senior executives and other key members of management. CYG's performance also depends on its ability to attract and retain skilled workers with the relevant industry and technical experience. If any one of these individuals resigns or becomes unable to continue in his or her present role and is not adequately replaced in a timely manner, business operations and the ability to implement CYG's strategies could be materially disrupted. The loss of a number of key personnel or the inability to attract additional personnel may have an adverse impact on CYG's financial and operating performance. There can be no assurance that CYG will be able to attract and retain skilled and experienced employees and, should it lose any of its key management personnel or fail to attract qualified personnel, its business may be harmed and its operational and financial performance could be adversely affected.
- G. Access to finance:** Depending on economic and business conditions, equity or debt funding may not be available to CYG, on favourable terms or at all. If adequate funds are not available on acceptable terms, CYG may not be able to take advantage of opportunities or respond to competitive pressure.
- H. Redcliffe property:** CYG has a long term lease on a property in Redcliffe with sub tenants. Failure to retain existing tenants or replace existing tenants may have a material adverse effect on future financial performance and position.
- I. Competition risk:** Increased competition in the areas in which CYG operates could result in price reductions, under-utilisation of personnel, assets or infrastructure, reduced operating margins and/or loss of market share, which may have a material adverse effect on CYG's future financial performance and position.
- J. Operational risk:** CYG is subject to operational risks resulting from inadequate or failed internal processes, systems, policies or policies, in addition to potential hazards normally encountered in the ordinary course of business. If these risks materialise, CYG's operations could be disrupted which may have a material adverse effect on future financial performance and position.
- K. ERP Project:** CYG is currently implementing Microsoft Dynamics 365 Finance and Operations as its core Enterprise Resource Planning (ERP) system, to replace its ageing Oracle system. CYG is subject to any operational and financial risks resulting from a delayed implementation of the replacement of the ERP system.
- L. Customer service:** CYG's ability to maintain relationships with major customers is integral to its financial performance. This in turn depends on its ability to offer competitive service standards and pricing. Poor performance in either area may lead to a loss of major customers which may have a material impact on CYG's financial performance.

- M. Liability for defective work and performance:** CYG's operations carry a risk of liability for losses arising from defective work, including in some instances indirect or consequential losses suffered by third parties. CYG attempts to decrease its exposure to liability contractually and maintains what it considers to be adequate levels of professional indemnity insurance, however, this will not protect CYG from all claims that could be made against it. It is not always possible to obtain insurance against all risks and CYG may decide not to insure against certain risks as a result of high premiums or other reasons. The occurrence of an event that is not fully covered, or covered at all, by insurance could have a materially adverse effect on CYG's financial position.
- N. Litigation and disputes:** CYG may become involved in litigation or disputes, which could adversely affect financial performance and reputation.
- O. Intellectual Property:** There can be no assurances that the validity, ownership or authorised use of intellectual property (including technology, know-how, trademarks, designs and patents (both owned and licensed) relevant to CYG's business (including those relating to the Acquisitions) will not be challenged, which could adversely affect CYG's financial and operating performance.
- P. Occupational health and safety:** If there were to be a failure to comply with the applicable occupational health and safety legislative requirements across the jurisdictions in which CYG operates, there is a risk that non-compliance may result in fines, penalties and/or compensation for damages as well as reputational damage.
- Q. Cyber risk:** The failure of Coventry's information technology systems and / or security could result in financial loss, disruption or damage to the reputation of the business.
- R. Negative publicity:** CYG is subject to the risk that negative publicity, whether true or not, may affect stakeholder perceptions of CYG's past actions and future prospects. Being listed on the ASX means that the CYG is subject to risks relating to market expectations for its business and financial and operating performance. If CYG does not manage these expectations in an effective manner, it could give rise to loss of investor confidence in its business and management and may adversely impact the trading price of CYG shares.
- S. Climate change and environment:** Some of CYG's product and market segments may be adversely impacted by climate change. Changes to government regulations, levies, tariffs and introduction of government subsidies to increase the uptake of disruptive technologies could shift consumer trends and increase operational costs (e.g. costs to procure raw materials) which could adversely impact CYG's financial performance and profitability. CYG's operations (including its supply chain and warehouses) and its customers stores could be impacted by natural disasters (such as floods, drought, bushfires) and other catastrophic events outside of Coventry's controls. CYG, its suppliers and service providers are required to comply with environmental laws and regulations. The production and transportation of CYG's products and inputs in the production process involve the risk of accidents, spills or contamination. Any of these occurrences could cause harm to the environment, which may lead to disruption in CYG's operations and supply chain, regulatory sanctions and remedial costs, any of which could negatively impact CYG's operating and financial performance.
- T. Completion risk:** CYG may terminate the share acquisition agreements for the Acquisitions in certain circumstances, including in the circumstance where certain conditions precedent have not been satisfied. If such termination rights are exercised, completion of the acquisition may not occur. Further, if completion of the acquisition does not occur, CYG will need to consider alternative uses for the proceeds from the Offer, including applying them towards working capital, reviewing alternative investment opportunities, and/or considering ways to return the proceeds from the Offer to shareholders. Any failure to consummate the acquisition could materially and adversely affect CYG and the price of its shares.
- U. The Acquisitions performance risks:** There is an inherent risk that the underlying assets of the Acquisitions do not ultimately produce the financial returns anticipated due to:
- (a) the potential disruption and diversion of management's attention from day-to-day operations;
 - (b) the inability to effectively integrate the operations, products, technologies;
 - (c) the inability to maintain uniform standards, controls, procedures and policies;
 - (d) the impact of unforeseen environmental liabilities;
 - (e) the loss of key personnel; and
 - (f) the potential impairment of relationships with customers and suppliers, resulting in loss of contracts.

In addition, there is a risk that CYG may suffer loss or damage flowing from unforeseen events in relation to the underlying assets and liabilities of any potentially acquired business, which CYG may not be able to recover from its vendors.



Entitlement No:



CLOSING DATE:

**Your payment must be received
by 5.00pm (AEST) on Tuesday,
14 May 2024**

Share Purchase Plan Application Form

This is an important document that requires your immediate attention.

It can only be used in relation to the shareholding represented by the details above. If you are in doubt about how to deal with this form, please contact your financial or other professional adviser.

By making payment you agree to be bound by the Constitution of Coventry Group Limited and that the submission of this payment constitutes an irrevocable offer by you to subscribe for Coventry Group Limited shares on the terms of the Share Purchase Plan (SPP).

In addition, by making payment you certify that:

- You are not applying for New Shares with an application price of more than \$30,000 under the Offer (including by instructing a Custodian to acquire New Shares on your behalf under the Offer); and
- The total of the application price does not exceed \$30,000 in relation to:
 - the New Shares that are the subject of this application; and
 - any other Shares issued to you under the Offer or any similar arrangement in the 12 months before the application (excluding Shares applied for but not issued).

Coventry Group Limited may make determinations in any manner it thinks fit, in relation to any difficulties which may arise in connection with the SPP whether generally or in relation to any participant or application.

Any determinations by Coventry Group Limited will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates. Coventry Group Limited reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions or to suspend or terminate the SPP at any time. Any such amendment, suspension or termination will be binding on all Eligible Shareholders even where Coventry Group Limited does not notify you of that event.

Registration Name & Offer Details

Details of the shareholding and the Offer are shown above.

Please check the details provided and update your address via www.investorcentre.com if any of the details are incorrect.

If you have a CHESSE sponsored holding, please contact your Controlling Participant to notify a change of address.

BPAY

Make your payment via **BPAY**® either online or by phone with your bank using the payment details above. If you are unable to pay via **BPAY**, please call the SPP Offer Information Line on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia) to obtain alternative payment instructions.

Neither Computershare Investor Services Pty Limited (CIS) nor Coventry Group Limited accepts any responsibility for loss incurred through incorrectly completed **BPAY** payments. It is the responsibility of the applicant to ensure that funds submitted through **BPAY** are received by the closing date. Eligible Shareholders should use the customer reference number shown on this Application Form when making a **BPAY** payment.

Privacy Notice

The personal information you provide on this form is collected by CIS, as registrar for the securities issuer (the **issuer**), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. In addition, the issuer may authorise us on their behalf to send you marketing material or include such material in a corporate communication. You may elect not to receive marketing material by contacting CIS using the details provided above or emailing privacy@computershare.com.au. We may be required to collect your personal information under the Corporations Act 2001 (Cth) and ASX Settlement Operating Rules. We may disclose your personal information to our related bodies corporate and to other individuals or companies who assist us in supplying our services or who perform functions on our behalf, to the issuer for whom we maintain securities registers or to third parties upon direction by the issuer where related to the issuer's administration of your securityholding, or as otherwise required or authorised by law. Some of these recipients may be located outside Australia, including in the following countries: Canada, India, New Zealand, the Philippines, the United Kingdom and the United States of America. For further details, including how to access and correct your personal information, and information on our privacy complaints handling procedure, please contact our Privacy Officer at privacy@computershare.com.au or see our Privacy Policy at www.computershare.com/au/privacy-policies.

Make Your Payment:

Note that New Shares may be purchased in parcel amounts of \$2,000, \$5,000, \$10,000, \$20,000 and \$30,000. Note that the amount chosen may be subject to scale back in accordance with the terms of the SPP.



Billers Code:
Ref No:

Offer Details:

Minimum value
available to purchase:

\$2,000

Maximum value
available to purchase:

\$30,000

Record Date:

7.00pm (AEST) on 12 April 2024