

DIVIDEND REINVESTMENT PLAN OFFER
EBOS GROUP LIMITED
FEBRUARY 2011

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1. INTRODUCTION

This document (Offer Document) contains the terms and conditions of the EBOS Group Limited (EBOS) Dividend Reinvestment Plan (the Plan). Under the Plan, holders of ordinary shares in EBOS (Shareholders) may elect to reinvest the net proceeds of cash dividends payable or credited on all or some of their ordinary shares in EBOS held at any given time (Shares) to acquire further fully paid ordinary shares in EBOS (Additional Shares). This Offer Document has been prepared as at 24 February 2011.

2. THE OFFER

2.1 Offer to All Shareholders

Subject to clauses 2.3 and 2.4, EBOS offers to all Shareholders the right to elect to participate in the Plan.

2.2 Available Options

Shareholders may elect to participate in the Plan by exercising one of the following options:

a) Full Participation

If you elect full participation, participation in the Plan will apply to all of your Shares registered in your name from time to time.

b) Partial Participation

If you elect partial participation, only the number of Shares nominated by you will participate in the Plan. If you hold less than the nominated number of Shares, then the Plan will apply to such lesser number of Shares.

c) Non Participation

If you do not wish to participate and you wish to receive any dividends in cash, you are not required to do anything.

2.3 Ability to Exclude Overseas Shareholders

a) Overseas Shareholders

EBOS may, in its absolute discretion, elect not to offer participation under the Plan to Shareholders whose address is outside New Zealand or Australia if EBOS considers that to do so would risk breaching the laws of places outside New Zealand or Australia (as relevant) or if it would be unreasonable having regard to the associated costs of ensuring that the laws of those places are complied with. The EBOS Board may, in its sole discretion, amend this policy at any time.

b) Warranty

Any person residing outside New Zealand and Australia who participates in the Plan

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through a New Zealand or Australian resident nominee will be deemed to represent and warrant to EBOS that they can lawfully participate through their nominee. EBOS accepts no responsibility for determining whether a Shareholder is able to participate in the Plan under laws applicable outside of New Zealand or Australia.

2.4 Exclusion where Liens or Charges over Shares

Any Shares over which EBOS has a lien or charge in accordance with EBOS Constitution or other requirements of law will not be eligible to participate in the Plan.

3. METHOD OF PARTICIPATION

3.1 Participation Notice

To participate in the Plan a Shareholder must:

- a) complete the participation notice which accompanies this Offer Document (the Participation Notice) in accordance with the instructions on that notice; and
- b) forward the completed Participation Notice to EBOS Group Limited's share registrar at:

Computershare Investor Services Limited
Private Bag 92119
Auckland 1142

or such other person or address as EBOS may determine.

- c) Shareholders who subsequently decide that they would like to participate in the Plan can request a Participation Notice from EBOS share registrar at the address above.
- d) if the Participation Notice does not indicate the degree of participation, it will be deemed to be an application for full participation if it is otherwise correctly completed and signed.

3.2 Participation Effective for First Record Date

The record date for determining entitlements under the Plan is 5.00pm on the date fixed by EBOS for determining entitlements to a dividend (Record Date). Participation will be effective as to net proceeds of cash dividends payable or credited on the first Record Date after receipt by EBOS of a properly completed Participation Notice.

4. ADDITIONAL SHARE ENTITLEMENT

4.1 Formula for Calculation of Additional Shares

The number of Additional Shares to be issued to a Shareholder who has elected to participate in the Plan (a Participant) in return for reinvesting the net proceeds of a cash dividend

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will be calculated in accordance with the following formula:

$$N = \frac{PS \times D}{P}$$

Where:

N is the number of Additional Shares which the Participant will receive (with fractional entitlements to be rounded to the nearest whole number);

PS is the number of Shares in respect of which an election to participate in the Plan has been made by the Participant at the Record Date (Participating Shares);

D is the net proceeds per Share (expressed in cents and fractions of cents, including any supplementary dividends in respect of Participating Shares payable to non-resident Shareholders but excluding any tax credits and after deduction of any resident and nonresident withholding (or other) taxes, if any) of cash dividends paid or credited on that Share by EBOS and which are to be reinvested under the Plan;

P is the volume weighted average sale price in New Zealand dollars (expressed in cents and fractions of cents) for a Share calculated on all price setting trades of Shares which took place

through the NZSX over a period of 5 trading days immediately following the Record Date. If no sales of Shares occur during those 5 trading days, then the volume weighted average sale price will be deemed to be the sale price for a Share on the first price setting trade of Shares which took place after such trading days as determined by NZX.

Any volume weighted average sale price so determined may be reasonably adjusted by EBOS to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board, any exceptional or unusual circumstances have artificially affected the volume weighted average sale price so determined, EBOS may make such adjustment to that sale price as it considers reasonable. The determination of the price of the Additional Shares by the Board, or by some other person nominated by the Board, will be binding on all Shareholders with Participating Shares.

4.2 [Share Price Information Publicly Available](#)

EBOS will ensure that, at the time the price for the Additional Shares is set under clause 4.1, it will have no information that is not publicly available that would, or would be likely to, have a material adverse affect on the realisable price of the Shares if it was publicly available.

4.3 Compliance with laws, listing rules and constitution

- a) The Plan will not operate in relation to a dividend to the extent that the allotment or issue of Additional Shares under the Plan would breach any applicable law, the listing rules of the NZSX or any provision of EBOS Constitution.
 - b) If and to the extent that the Plan does not operate for such reason in respect of a Participant's Participating Shares, the relevant dividend on Participating Shares will, until such time as the issue is resolved, be paid or distributed in the same manner as to Shareholders not participating in the Plan.
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5. OPERATION OF THE PLAN

5.1 Issue of Additional Shares

EBOS will, on the day that a Participant would otherwise have been paid a dividend, issue the Additional Shares to that Participant in accordance with clause 4.

5.2 Terms of Issue and Ranking of Additional Shares

Additional Shares issued to Participants under the Plan will be issued on the terms set out in this Plan, and subject to the rights of

termination, suspension and modification set out in clause 8, will not be issued on any other terms and will all be subject to the same rights as each other. The Additional Shares issued to Participants under the Plan will, from the date of issue, rank equally in all respects with each other and with all other Shares of EBOS on issue as at that date.

6. SOURCE OF ADDITIONAL SHARES

Additional Shares to be acquired by Participants under the Plan may, at the Board's discretion, be:

- a) new Shares issued by EBOS;
 - b) existing Shares acquired by EBOS or a nominee or agent of EBOS; or
 - c) any combination of (a) and (b) above.
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7. STATEMENT TO PARTICIPANTS

Subject to clauses 2.3 and 2.4, EBOS will send to each Participant on each dividend payment date, a statement detailing in respect of that Participant:

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- a) the number of the Participating Shares of the Participant as at the Record Date;
 - b) the amount of the cash dividend reinvested in respect of Participating Shares, and the amount paid in respect of Shares not nominated for participation in the Plan (if applicable);
 - c) the amount of any tax deductions or withholding in respect of the cash dividend;
 - d) the issue price and number of Additional Shares issued under the Plan;
 - e) advice as to the amount of any imputation or other taxation credit in respect of the cash dividend; and
 - f) such other matters required by law with respect to dividends and/or reinvestment.
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8. TERMINATION, SUSPENSION AND MODIFICATION

8.1 The Board's discretion

The Board of EBOS may, in its sole discretion, at any time:

- a) Terminate, suspend or modify the Plan. If the Plan is modified, then a Participation Notice will be deemed to be a Participation Notice under the Plan as modified unless that Participation Notice is withdrawn by the Participant in accordance with clause 8.3; or
- b) resolve that participation will not apply to the whole or part of any dividend and that the applicable part will be paid in cash; or
- c) resolve that in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of shares, that a Participation Notice will be deemed to be a Participation Notice in respect of the shares as subdivided, consolidated or reclassified unless such Participation Notice is subsequently changed or withdrawn by the Participant; or
- d) resolve that a Participation Notice will cease to be of any effect; or
- e) determine that Additional Shares may be issued at a discount to the market price of Shares.

8.2 Prior Notice

Notice of any modification or termination by EBOS will be given to all Participants by sending written notification of that modification or termination to Shareholders' addresses as set out in the EBOS share register.

8.3 Variation or Termination by a Participant

A Participant may, at any time:

- a) increase or decrease the number of Participating Shares by completing and sending a new Participation Notice to EBOS share registrar; or
- b) terminate the Participant's participation in the Plan by written notice to that effect to EBOS share registrar.

Such variation or termination will take effect immediately upon receipt by EBOS share registrar of the new Participation Notice or the written termination notice, as the case may be. Written notice of the variation or termination should be sent to EBOS share registrar at the address above.

8.4 Death of Participant

If a Participant dies, participation by that Participant will cease upon receipt by EBOS share registrar of a notice of death in a form

acceptable to EBOS. Death of one of two or more joint Participants will not automatically terminate participation.

9. REDUCTION OR TERMINATION OF PARTICIPATION WHERE NO NOTICE GIVEN

9.1 Dispositions where Partial Participation

Where a Participant in respect of some but not all its Shares, disposes of some of its Shares then, unless the Participant notifies EBOS otherwise in writing:

- a) the Shares disposed of will be the Participant's non-participating Shares; and
- b) if the number of Shares disposed of is greater than the number of the Participant's Shares not nominated for participation in the Plan, the Participant will be deemed to have terminated its participation in the Plan in respect of the balance from the date EBOS registers a transfer of those Shares.

9.2 Partial Dispositions where Full Participation

If a Participant with full participation disposes of part of its holding of Shares without giving EBOS share registrar written notice terminating the Participant's participation in the Plan, the Participant will be deemed to have terminated

its participation in the Plan with respect to the Shares disposed of by it from the date EBOS registers a transfer of those Shares.

9.3 Dispositions of all of Shares

If a Participant disposes of all of its holding of Shares without giving EBOS share registrar written notice terminating the Participant's participation in the Plan, the Participant will be deemed to have terminated its participation in the Plan from the date EBOS registers a transfer of those Shares.

10. TAXATION

For New Zealand tax purposes, shareholders who reinvest the net proceeds of their cash dividends to acquire further Shares via participation in the Plan should be treated in the same way as if they had not participated. This means that Shareholders who participate in the Plan should derive dividend income of the same amount that they would have derived had they not participated. The taxation summary above is based on New Zealand taxation laws as at the date of this Offer Document and is, of necessity, general. It does not take into account the circumstances of individual Shareholders and the specific tax consequences to them of participation or nonparticipation in the Plan,

which may vary considerably. Shareholders (both New Zealand and non-resident Shareholders) should not rely on this general summary but should seek their own tax advice. EBOS does not accept any responsibility for the financial or taxation effects of a Shareholder's participation or nonparticipation in the Plan.

11. COSTS

There are no charges for participation or withdrawal from the Plan. No brokerage costs will be incurred on the issue of Additional Shares.

12. STOCK EXCHANGE LISTINGS

12.1 Quotation of Additional Shares

EBOS will apply for quotation of the Additional Shares which may be issued under the Plan on the NZSX to the extent required under the NZSX listing rules. It is expected that such Additional Shares will be quoted on the NZSX on the completion of allotment procedures. However, NZX does not accept responsibility for any statement in this Offer Document.

12.2 Stock Exchange Rules

The Plan is subject to the Listing Rules of NZSX and to any rules for clearing and/or settlement

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which operate on the NZX from time to time (together the Stock Exchange Rules) and in the event of any inconsistency between the Plan and the Stock Exchange Rules, the Stock Exchange Rules will apply.

13. GOVERNING LAW

This Offer Document and the Plan, and its operation, will be governed by the laws of New Zealand.

14. OTHER INFORMATION

A copy of EBOS most recent Annual Report, and financial statements complying with the Financial Reporting Act 1993 are available to Shareholders free of charge by writing to:

The Company Secretary
EBOS Group Limited
108 Wrights Road
PO Box 411
Christchurch

or an electronic copy can be downloaded from EBOS website at www.ebos.co.nz