

**QUEEN'S ROAD  
CAPITAL INVESTMENT  
LTD.**

**Dividend Reinvestment Plan**

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The Common Shares (as defined herein) and the Plan Shares (as defined herein) to be issued to Participants (as defined herein) are not, and will not be, registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and accordingly, the Plan Shares are not being publicly offered for sale in the United States or in any of the territories or possessions thereof.

As a condition of participating in the Plan, each Participant which is not a resident of Canada shall be deemed to have to represented to the Company and the Plan Agent that:

1. the Participant is knowledgeable of, or has been independently advised as to, the applicable securities laws of the jurisdiction of the Participant’s residence;
2. participation in the Plan and the receipt of Plan Shares complies with all laws applicable to the Participant, including the laws of such purchaser’s jurisdiction of residence, and all other applicable laws, and will not cause the Company to become subject to, or require it to comply with, any disclosure, prospectus, filing or reporting requirements under any applicable laws of the such jurisdiction;
3. the Company is distributing Plan Shares and the Participant is receiving Plan Shares pursuant to exemptions from the prospectus and registration requirements under the applicable securities laws of the jurisdiction in which the Participant resides, or if such is not applicable, the Company is permitted to distribute Plan Shares and the Participant is permitted to receive Plan Shares under the applicable securities laws of such jurisdiction without the need to rely on exemptions;
4. the applicable securities of the Participant’s jurisdiction of residence do not require the Company to register any of the Plan Shares, file a prospectus, registration statement, offering memorandum or similar document, or make any filings or disclosures or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in such jurisdiction;
5. the Participant will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the Participant’s jurisdiction of residence which will confirm the matters referred to in the subparagraphs above to the satisfaction of the Company, acting reasonably.

As a holder of Common Shares, you should read this document carefully before making any investment decision regarding the Plan.

**QUEEN'S ROAD CAPITAL INVESTMENT LTD.**  
**Dividend Reinvestment Plan**

**1.1 Purpose**

The Queen's Road Capital Investment Ltd.'s (the "Company") Dividend Reinvestment Plan (the "Plan") permits eligible holders of Common Shares who hold at least one Common Share to automatically reinvest all cash dividends paid on Common Shares into additional Common Shares.

**1.2 Definitions**

Unless the context otherwise requires, capitalized terms used in this Plan have the following definitions:

**"Average Market Price"** has the meaning defined in subsection 1.5.4;

**"Beneficial Shareholders"** means beneficial holders of Common Shares who hold their shares through an intermediary such as a financial institution, broker or nominee;

**"Business Day"** means any day on which the Plan Agent's offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Provinces of British Columbia or Ontario, or a day on which the TSX does not publicly trade;

**"Common Shares"** means common shares of the Company;

**"Company"** means Queen's Road Capital Investment Ltd.;

**"Dividend Payment Date"** means a date on which cash dividends are paid on Common Shares;

**"Dividend Record Date"** means a record date for the payment of dividends on Common Shares;

**"DRS Advice"** means direct registration system advice, being a record of a security transaction affecting a shareholder's account;

**"Enrollment Form"** means the Reinvestment Enrollment — Participant Declaration Form, available on Computershare's self-service web portal at [www.investorcentre.com](http://www.investorcentre.com);

**"Market Purchase"** has the meaning defined in subsection 1.5.2.

**"Participant"** means a registered or beneficial holder of at least one Common Share who, on the applicable record date for a cash dividend, is enrolled in the Plan;

**"Plan"** means this Dividend Reinvestment Plan, as amended from time to time;

**"Plan Agent"** means Computershare Trust Company of Canada, or such other agent that is appointed by the Company from time to time to administer the Plan;

**"Plan Shares"** means Common Shares purchased under the Plan.

**"Registered Participant"** means a Participant who holds a DRS Advice or share certificate(s) registered in his or her own name, in each case for Common Shares enrolled in the Plan; and

**"TSX"** means Toronto Stock Exchange.

**"Treasury Purchase"** has the meaning defined in subsection 1.5.2.

## **1.3 Participation in the Plan**

### **1.3.1 General**

Provisions of this Plan apply to all Participants, but are subject to the administrative practices and requirements of intermediaries through whom Common Shares are held by Beneficial Shareholders. Those administrative practices and requirements may vary, and Beneficial Shareholders should contact their intermediary to determine the requirements of such intermediary regarding participation in the Plan.

### **1.3.2 Eligibility**

Subject to the provisions of this Part 1.3, all holders of Common Shares are eligible to participate in the Plan.

### **1.3.3 Enrolment – Registered Shareholders**

Registered holders of Common Shares may participate in the Plan by enrolling online through the Plan Agent's self-service web portal at [www.investorcentre.com](http://www.investorcentre.com) or by downloading the Enrollment Form and duly completing and delivering it to the Plan Agent by 4:00 p.m. (Toronto time) on the fifth (5<sup>th</sup>) Business Day prior to a Dividend Record Date for it to be effective on such Dividend Payment Date. Any Enrollment Form received after such time will be processed for the next applicable Dividend Record Date.

### **1.3.4 Enrollment – Beneficial Shareholders**

Beneficial Shareholders who hold their Common Shares through an intermediary must have such Common Shares registered in their own name and enrolled in accordance with subsection 1.3.3 or instruct their intermediary to enroll their Common Shares in the Plan on their behalf if the intermediary allows such enrollment. The date of enrollment for Beneficial Shareholders who have instructed an intermediary to enroll their Common Shares in the Plan will be determined by the administrative practices of the intermediary.

### **1.3.5 Restrictions**

The Company may, in its sole discretion, determine from time to time that any shareholder or group of shareholders may not participate or continue to participate in the Plan. Without limiting the generality of the foregoing, the Company may deny the right to participate in the Plan to any shareholder if the Company has reasons to believe that such shareholder has been engaging in market activities, or has been artificially accumulating securities of the Company for the purpose of taking undue advantage of the Plan to the detriment of the Company.

## **1.4 The Plan Agent**

### **1.4.1 Administration of the Plan**

The Company may from time to time appoint a Plan Agent to administer the Plan on behalf of the Company and the Participants, pursuant to the agreement between the Company and the Plan Agent. Such agreement may be terminated by the Company or the Plan Agent in accordance with its terms.

### **1.4.2 Dealing in Company Securities**

The Plan Agent or its affiliates may, from time to time, for their own account or on behalf of accounts managed by them, deal in securities of the Company and will not, to the extent permitted by law, be liable to account to the Company or to Participants in respect of such dealings.

### 1.4.3 Adherence to Regulation

The Plan Agent is required to comply with applicable laws, orders or regulations of any governmental authority which impose on the Plan Agent a duty to take or refrain from taking any action under the Plan and to permit any properly authorized person to have access to and to examine and make copies of any records relating to the Plan.

### 1.4.4 Resignation of Plan Agent

The Plan Agent may resign as Plan Agent under the Plan in accordance with the agreement between the Company and the Plan Agent, in which case the Company will appoint another agent as the Plan Agent.

## 1.5 Purchase of Common Shares under the Plan

### 1.5.1 Aggregation of Dividends and Allocation to Participants' Accounts

On each Dividend Payment Date, the Company will pay all cash dividends payable on Common Shares enrolled in the Plan to the Plan Agent. Those cash dividends will be aggregated and used by the Plan Agent to purchase Plan Shares on behalf of Registered Participants on each Dividend Payment Date. The dividends on Plan Shares will, in turn, be reinvested in additional Plan Shares. Following each Dividend Payment Date, each Registered Participant's account will be credited with that number of Plan Shares, including fractions computed to *six decimal places*, which is equal to the aggregate dividend amount to be invested for such Registered Participant's account divided by the applicable Average Market Price.

### 1.5.2 Source of Plan Shares

The Plan Shares acquired by the Plan Agent under the Plan will be, at the Company's election determined from time to time by authorization of the Board of Directors of the Company, either newly issued Common Shares from the Company treasury (a "**Treasury Purchase**") or Common Shares purchased on the Canadian open market, which includes the facilities of the TSX (a "**Market Purchase**").

### 1.5.3 Purchases of Common Shares

On each Dividend Payment Date, the Plan Agent will buy Plan Shares either through a Market Purchase or a Treasury Purchase.

### 1.5.4 Price of Common Shares

Neither the Company nor the Plan Agent will exercise any direct or indirect control over the price paid for Plan Shares purchased under the Plan.

The price allocated to each Plan Shares acquired by the Plan Agent under the Plan on each Dividend Payment Date (the "**Average Market Price**") will be determined as follows:

- A. For a Market Purchase, the Average Market Price will be the volume weighted average of the applicable best efforts open market purchase price paid per Common Share by the Plan Agent for all Common Shares purchased by the Plan Agent through Market Purchases, provided that such price may not exceed the volume weighted average price of the Common Shares on the TSX for the five (5) trading days preceding the Dividend Payment Date. Such purchases will be made one business day following the Dividend Payment Date and will be fulfilled at any point during the five (5) business days following the Dividend Payment Date. If after such five (5) business days

the trade is not fulfilled, the Plan Agent will advise the Company and the remaining shares will be requested from treasury.

- B. For a Treasury Purchase, the Average Market Price will be equal to the volume weighted average price of the Common Shares on the TSX for the five trading days preceding the Dividend Payment Date. The Average Market Price may also include a discount of up to 5% from the volume weighted average price of the Common Shares on the TSX for the five trading days preceding the Dividend Payment Date. The Company will from time to time in its sole discretion determine the amount of any applicable discount.

The Company will announce by way of press release and in dividend announcements whether purchases of Common Shares under the Plan will be made by way of a Treasury Purchase or a Market Purchase and any applicable discount for Treasury Purchases in connection with the reinvestment of dividends.

## **1.6 Withdrawal of Common Shares**

### **1.6.1 Withdrawal of Plan Shares**

Registered Participants whose Common Shares are enrolled in the Plan may withdraw some or all of their whole Plan Shares at any time without terminating their participation in the Plan by referencing the instructions on the reverse of the Registered Participant's periodic statement of account or by notifying the Plan Agent. Any written notice provided to the Plan Agent must be signed by the registered shareholder or his or her agent. Alternatively, Participants may withdraw Shares at the Plan Agent's self-service web portal at [www.investorcentre.com](http://www.investorcentre.com). The Plan Agent will confirm such withdrawal in the next statement of account mailed to the Registered Participant following receipt of such request. The Plan Agent will deliver a DRS Advice or share certificate (as applicable) for the whole Plan Shares withdrawn from the Plan by the Registered Participant, as soon as practicable. Participation will continue in the Plan as per the enrollment instructions.

Beneficial Shareholders who have enrolled in the Plan should contact their intermediary to determine the procedures for withdrawing Plan Shares from the Plan.

### **1.6.2 Sale of Plan Shares**

Registered Participants may request to sell some or all of their Plan Shares by referencing the instructions located on the reverse of the Registered Participant's periodic statement of account or by notifying the Plan Agent. Any written notice provided to the Plan Agent must be signed by the registered shareholder or his or her agent. Alternatively, Participants may sell their Plan Shares at the Plan Agent's self-service web portal at [www.investorcentre.com](http://www.investorcentre.com). Upon receipt of such a request, the Plan Agent will as soon as practicable arrange for the sale of such Common Shares through a registered broker-dealer selected by the Plan Agent from time to time. Any requests for sale of whole Plan Shares without terminating participation in the Plan will be processed as soon as practicable. The Registered Participant will be charged brokerage commissions and transfer taxes, if any, which will be deducted from the cash proceeds of the sale to be paid to the Registered Participant. Commissions charged on such sales will be charged at the customary rates charged from time to time by the registered broker-dealer. Plan Shares that are sold may be commingled with Plan Shares of other Participants to be sold on the open market and the sale price of such shares will be the average sale price of all Plan Shares commingled and sold on the same day. The Plan Agent can only sell Shares acquired under the Plan. The above procedures are exclusive to any other program under which Shares can be sold.

Beneficial Shareholders who have enrolled in the Plan should contact their intermediary, to determine the procedures for the sale of their Plan Shares.

### **1.6.3 Disposition of Plan Share**

Plan Shares may not be pledged, hypothecated, assigned or otherwise disposed of or transferred. Participants who wish to pledge, hypothecate, assign, dispose of or otherwise transfer their Plan

Shares must withdraw such Shares from the Plan prior to such pledge, hypothecation, assignment, disposal or transfer.

#### **1.6.4 Continuation of Participation**

If a Participant sells or withdraws less than the entire Plan Shares, cash dividends paid on the remaining Plan Shares held by such Participant will continue to be reinvested into Common Shares under the Plan.

### **1.7 Termination of Participant's Account**

#### **1.7.1 Termination by Participant**

Registered Participants may terminate their participation in the Plan by referencing the instructions on the reverse of the Registered Participant's periodic statement of account or by notifying the Plan Agent. Any written request must be signed by the registered shareholder or his or her agent. Alternatively, Registered Participants may terminate from the Plan at the Plan Agent's self-service web portal at [www.investorcentre.com](http://www.investorcentre.com).

The Plan Agent will issue a DRS Advice or share certificate (as applicable) for the number of whole Plan Shares held in such Participant's account and a cash payment for any fraction of a Plan Share remaining in the Participant's account. The amount of the payment for any such fraction will be determined by the prevailing market price received at the time of sale.

Beneficial Shareholders who have enrolled in the Plan should contact their intermediary to determine the procedures for terminating their participation in the Plan.

#### **1.7.2 Death of a Participant**

Participation in the Plan will be terminated upon receipt by the Plan Agent of appropriate evidence of the death of a Registered Participant from such Participant's duly appointed legal representative and written instructions to terminate such Participant's participation in the Plan. Proof of the legal representative's authority to act must accompany the evidence of death. The Plan Agent will terminate the account for such deceased Participant and issue a DRS Advice or and a cash payment for a fractional Plan Share as the case may be, in the name of an estate must be accompanied by such appropriate documentation as may be reasonably requested by the Plan Agent and the Company.

#### **1.7.3 Termination by Company or Plan Agent**

The Company or the Plan Agent may terminate any Registered Participant's account upon written notice to the Participant at any time if the Participant has less than one whole Plan Share. The amount of the payment for any such fraction will be determined by the prevailing market price received at the time of sale.

### **1.8 Administration**

#### **1.8.1 Registration of Plan Shares**

All whole and fractional Plan Shares purchased under the Plan will be registered in the name of the Plan Agent or its nominee and the appropriate number of whole and fractional Plan Shares will be credited to the account of Registered Participants or, in the case of Beneficial Shareholders, in the name of Clearing and Depository Services Inc. (CDS) or its successor, who will credit the intermediaries, as applicable. Computershare will issue DRS Advices on all new share issuances and/or transfers other than when specifically requested by the shareholder or its representative to issue a share certificate.

## **1.8.2 Fees**

Except as otherwise specifically provided herein, the Company will be responsible for all administrative costs of the Plan, including any brokerage commissions or the fees or other expenses of the Plan Agent payable in connection with the purchase of Plan Shares under the Plan.

Participants are responsible for all applicable brokerage commissions and transfer taxes, if any, incurred in connection with the sale of Plan Shares by the Plan Agent on behalf of any Participant.

Beneficial Shareholders may be charged additional fees by the intermediary through whom their Plan Shares are held.

## **1.8.3 Statement of Account**

The Plan Agent will maintain an account for each Registered Participant in the Plan. An unaudited statement of account regarding the purchases under the Plan will be mailed to each Registered Participant on a quarterly basis and setting out, amongst other things, the number of Plan Shares purchased through the Plan and the applicable Average Market Price per Plan Share. The statement of account will be mailed as soon as practicable after each Dividend Payment Date. Such statements will constitute a Registered Participant's continuing record of the date and valuation of the acquisition of Plan Shares and should be retained for income tax purposes. Registered Participant's tax information will be mailed annually.

Beneficial Shareholders who have enrolled in the Plan may receive statements of account from their intermediary in accordance with the intermediary's administrative practices. Such statements will constitute a Beneficial Shareholders continuing record of the date and valuation of the acquisition of Plan Shares and should be retained for income tax purposes. Beneficial Shareholders should contact their intermediary to determine the procedures for requesting current statements.

## **1.8.4 Liabilities of the Company and Plan Agent**

Neither the Company nor the Plan Agent will be liable for any act or omission to act, or will have any duties, responsibilities or liabilities except as expressly set forth in this Plan or as required by law.

Neither the Company nor the Plan Agent will be liable in respect of the prices at which Plan Shares are purchased or sold on behalf of Participants under this Plan or the timing of purchases or sales made under this Plan.

Neither the Company nor the Plan Agent can assure a profit or protect against a loss on Plan Shares purchased or sold under this Plan.

The Company and the Plan Agent shall have the right to reject any request regarding enrollment, optional cash purchase, sale, withdrawal or termination from this Plan if such request is not received in proper form. Any such request will be deemed to be invalid until any irregularities have been resolved to the satisfaction of the Company and/or the Plan Agent.

## **1.9 Miscellaneous**

### **1.9.1 Voting of Plan Shares**

Registered Participants may vote whole Plan Shares held by the Plan Agent on their behalf, in the same manner as any other Common Shares of the Company either by proxy or in person. The Plan Agent will forward any proxy solicitation materials to Registered Participants as soon as practicable following receipt thereof.

Beneficial Shareholders should contact their intermediary to determine the procedures for voting Plan Shares.

### **1.9.2 Rights Offerings, Stock Splits and Stock Dividends**

If the Company makes available to holders of record of its Common Shares rights to subscribe for additional Common Shares or other securities, Registered Participants will be forwarded rights certificates pertaining to their whole Plan Shares held by the Plan Agent on their behalf, subject to the terms and conditions of the rights offering. No such rights will be made available in respect of fractions of Plan Shares held by the Plan Agent. Each Registered Participant's account will be adjusted for any stock splits or stock dividends declared on Common Shares.

Beneficial Shareholders should contact their intermediary with questions regarding the procedures for rights offerings, stock splits and stock dividends.

### **1.9.3 Termination or Amendment of Plan**

Subject to any required regulatory or stock exchange approval, the Company may amend or suspend, in whole or in part, or terminate the Plan at any time upon notice thereof to all Participants, without their consent or approval. If the Plan is terminated by the Company, the Plan Agent will remit to each Registered Participant a DRS Advice or share certificate (as applicable) for whole Plan Shares held for such Participant under the Plan, together with the proceeds for any fractions of such Shares. The amount of the payment for any such fraction will be determined by the prevailing market price received at the time of sale. In the event of suspension of the Plan, the Plan Agent will make no investments on any Dividend Payment Date following the effective date of such suspension and all dividends will be paid in cash during such suspension.

Beneficial Shareholders should contact their intermediary with questions regarding the procedures of the intermediary in the event of the suspension or termination of this Plan.

Any amendment, suspension or termination of the Plan is subject to the prior approval of the TSX.

### **1.9.4 Assignment**

A holder of Common Shares may not assign its right to participate in the Plan.

### **1.9.5 Rules**

The Company may make rules and regulations to facilitate the administration of this Plan and reserves the right to regulate and interpret the Plan text as the Company deems necessary or desirable. The Company may adopt rules and regulations concerning the establishment of Internet-based or other electronic mechanisms with respect to the enrollment in this Plan, the communication of information concerning this Plan to the Participants and any other aspects of this Plan.

### **1.9.6 Electronic Communications**

References in this Plan to the delivery of instructions, notices or other documents in writing will be deemed to include, subject to the adoption of rules or regulations by the Company, delivery by electronic means, including the Internet.

### **1.9.7 Governing Law**

This Plan will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

## **1.10 Notices and Correspondence**

Communications to the Plan Agent should be addressed as follows:

**Computershare Trust Company of Canada**  
100 University Avenue, 8th Floor, North Tower  
Toronto Ontario  
M5J 2Y1

Attention: Dividend Reinvestment Department  
Or the National Contact Center at  
North America: 1-800-564-6253  
Outside of North America: 514-982-7555  
Or by visiting <http://www.Investorcentre.com/service>

### **Notices to the Company**

Notices to the Company shall be sent to:

Queen's Road Capital Investment Ltd.  
Cheung Kong Centre, Suite 2006  
2 Queen's Road Central  
Hong Kong

Attention: Vicki Cook  
Telephone: +852 2759 2022

Registered Participants must notify the Plan Agent promptly in writing of any change of address. Notices or statements from the Plan Agent to Registered Participants will be mailed at the last address of record for each Participant in the Plan, and any such notice or statement will be deemed received when received by the Participant or within five Business Days after mailing, whichever occurs earlier.

## **1.11 Effective Date**

The effective date of this Plan is July, 6 2022.