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By electronic lodgement

Market Announcements Office
ASX Ltd
20 Bridge Street
SYDNEY NSW 2000

Underwritten Dividend Reinvestment Plan

Pinnacle Investment Management Group Limited (**ASX: PNI**) (**Company**) today announced that the Dividend Reinvestment Plan (**DRP**) for the FY2021 final dividend will be fully underwritten and the funds raised will be primarily used to acquire a further 10% of Coolabah Capital Investments (**CCI**), taking PNI's stake to 35% of CCI. Since PNI first entered discussions with CCI in November 2019, CCI's funds under management has grown from \$2.9 billion to \$7.9 billion today, powered by outstanding CCI performance during CY2020 and FY2021. This transaction is partly motivated to help facilitate ongoing intergenerational recycling of equity to the next cohort of CCI's leaders.

Wilson's Corporate Finance Limited approached the Company and has subsequently been appointed underwriter and will underwrite the shortfall of the **DRP (Shortfall Amount)**. Based on historical **DRP** participation rates, the Company expects to raise approximately \$32 million in total.

The **DRP** applies to the 17.0 cents per share final dividend declared for the year ended 30 June 2021. The price of the ordinary shares to be issued under the **DRP** will be set at the volume weighted average price of PNI shares calculated over the five trading days between 6 September 2021 to 10 September 2021 (inclusive).

A summary of the key terms of the underwriting agreement is provided under Annexure A to this announcement in accordance with ASX Listing Rule 3.10.9.

Authorised by:

Calvin Kwok

Company Secretary

Annexure A – Details of underwriting agreement (ASX Listing Rule 3.10.9)

<p>Name of underwriter</p>	<p>Wilson's Corporate Finance Limited ABN 65 057 547 323 (Underwriter)</p>
<p>Extent of underwriting</p>	<p>Fully underwritten</p>
<p>Fee, commission or other consideration payable</p>	<p>1.5% of the total amount of the FY21 final dividend</p>
<p>Summary of significant events that could lead to the underwriting being terminated</p>	<ul style="list-style-type: none"> • (suspension): the Company is removed from the official list of ASX or the Company's ordinary shares (Shares) become suspended from official quotation by ASX and that suspension is not lifted within 24 hours following such suspension; • (business sale): any of the Company or its subsidiaries (together, the Group and each a Group Member) disposes or agrees to dispose of the whole or a substantial part of its business, property or assets; • (solvent): a Group Member is or becomes insolvent, or suspends payment of its debts generally, or an event described in section 652C(2) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) exists or occurs in relation to a Group Member; or circumstances arise or may reasonably be expected to arise as a result of which a Group Member may cease to be solvent or able to pay its debts as and when they fall due or an event described in section 652C(2) of the <i>Corporations Act</i> may occur in relation to a Group Member; • (index fall): the S&P/ASX 300 Index is, at any time during the period commencing on the close of business on the date of the underwriting agreement is entered into between the Company and the Underwriter (UWA) and ending on the close of business on the Shortfall Settlement Date (as defined in the UWA), 10% or more below its level as at the close of business on the date of the UWA for at least 1 trading day; • (no Official Quotation): ASX indicates or states that official quotation for the Shares to be issued under the DRP will not be granted; • (restriction on issue): the Company is prevented from issuing the Shares within

	<p>the time required by the UWA, as a result of the Corporations Act, the ASX Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi governmental agency or authority;</p> <ul style="list-style-type: none"> • *(ASIC or other prosecution): ASIC gives notice of any deficiency in relation to the DRP or ASIC gives notice of an intention to hold a hearing, examination or investigation; • *(authorisation): any authorisation which is material to the DRP or the issue of the Shares thereunder or the terms of the UWA is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter (acting reasonably); • *(indictable offence): a director, CEO or CFO of a Group Member is charged with an indictable offence relating to any financial or corporate matter; • *(default): default or breach by the Company under the UWA of any terms, condition, obligation or undertaking and that default or breach is either incapable of remedy or is not remedied within 5 business days after it occurs; • *(incorrect or untrue representation): any representation or warranty given by the Company in the UWA is or becomes untrue or incorrect in a material respect; • *(breach): a material contravention by a Group Member of the Corporations Act or any other applicable legislation, the ASX Listing Rules, its constitution; or any legally binding requirement of ASIC or ASX or other applicable binding rule or requirement of any competent body or authority; • *(adverse change): an event occurs which gives rise to a material adverse effect (as defined in the UWA) in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Group Member from that existing as at the date of the UWA; • *(change in Act or policy): there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective
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	<p>Act or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;</p> <ul style="list-style-type: none"> • *(judgment against a Group Member): a judgment in an amount exceeding \$1,000,000 is obtained against a Group Member and is not set aside or satisfied within 7 days (or by the Shortfall Settlement Date (as defined in the UWA), if earlier); • *(litigation): litigation, arbitration, administrative or industrial proceedings are after the date of the UWA commenced or threatened against any Group Member, other than any claims which have been announced to the market or otherwise disclosed to the Underwriter in writing prior to the date of the UWA; • *(board and senior management composition): there is a change in the composition of the board of the Company or a change in the senior management of the Company before completion of the DRP without the prior written consent of the Underwriter (such consent not to be unreasonably withheld or delayed); • *(Timetable): there is a delay in any specified date in the timetable for the DRP which is greater than 2 business days without the consent of the Underwriter such consent not to be unreasonably withheld (other than a delay which is caused by the Underwriter); • *(Force Majeure): any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties (Force Majeure) affecting the Company's business or any obligation under the UWA lasting in excess of 7 days (or existing on the Shortfall Settlement Date (as defined in the UWA)) occurs; • *(investigation): any person is appointed under any legislation in respect of companies to investigate the affairs of a Group Member; • *(market conditions): a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial
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	<p>markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other major international financial markets; or</p> <ul style="list-style-type: none"> • *(hostilities): there is an outbreak of hostilities not presently existing or a material escalation of existing hostilities (whether or not war has been declared) after the date of this Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, North Korea, South Korea, the United Kingdom, the United States of America or the Peoples Republic of China, France or Germany. <p>The events above marked with an '*' will only give the Underwriter the right to terminate if the event has or may have a material adverse effect on (i) the subsequent market for the Shares issued under the DRP, or (ii) on the assets, condition, trading or financial position, performance, profits and losses, results, prospects, business or operations of the Group taken as a whole.</p>
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