
Regis Resources Limited

Dividend Reinvestment Plan

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This is an important document. If you have any doubts about what you should do, please consult your stockbroker, accountant or other professional adviser.

If you have any questions regarding the Dividend Reinvestment Plan after reading this booklet, please contact Computershare Investor Services Pty Limited (**Registry**) on 1300 850 505 (within Australia) or +61 3 9415 4000 (International).

Defined words and expressions used in this booklet are capitalised. Please see the Glossary for their meanings.

Overview and key features of the Plan

The Regis Resources Limited Dividend Reinvestment Plan provides you with the choice of receiving Shares instead of cash for Dividends declared by the Company on all or part of your holding of Shares.

The key features of the Plan include:

- Participation is voluntary.
- You can increase your shareholding by reinvesting any Dividends you may be entitled to in additional Shares.
- You can have all or part of your Shares participating in the Plan.
- You do not have to appoint a broker and will not pay any fees, brokerage or other transaction costs for Shares allocated under the Plan.
- You can join, withdraw, or vary your participation in the Plan at any time.
- Shares acquired under the Plan will rank equally with existing Shares.
- Shares may be issued at a Discount.
- Plan statements outlining the Dividend calculation and details of your participation will be mailed to you on, or as soon as practicable after, the date the Dividend is paid (and Shares are issued or transferred to you).

Frequently Asked Questions

Am I eligible to participate in the Plan?

All Company Shareholders with registered addresses in Australia and New Zealand are eligible to participate in the Plan. Please see the Rules in this booklet for more information about eligibility.

How do I participate in the Plan?

Participation in the Plan is voluntary. If you wish to participate in the Plan, you must either complete and sign a Plan Election Form and send it to the Registry or make your Online Election on the Registry's website (as outlined in the corporate directory on page 16 (**Corporate Directory**)).

A Plan Election Form and reply-paid envelope are enclosed with this booklet. The Online Election Form is available at www.computershare.com.au/easyupdate/rrl or upon request by calling the Registry on 1300 850 505 or +61 3 9415 4000.

What if I have more than one Shareholding?

A separate Plan Election Form must be lodged, or Online Election must be made, for each holding of Participating Shares.

If, at any time, you choose to combine any or all of your Shareholdings, you should contact the Registry to make sure that the appropriate Plan Election Form or Online Election continues to apply.

Do all of my Shares have to participate in the Plan?

No. You can choose to have less than your full Shareholding participating in the Plan by selecting “Partial Participation” on the Plan Election Form or by making an Online Election and specifying the number of Shares that you wish to participate in the Plan. If you choose partial participation, your Dividend entitlement for Shares that are not participating in the Plan will be paid to you in cash (by direct credit to your nominated bank account).

If you choose partial participation in the Plan, any Shares issued or transferred under the Plan will not be added to the number of Participating Shares for the purpose of the next Dividend. If you want to change this outcome, you can complete and lodge a new Plan Election Form or amend your Online Election on the Registry’s website (as outlined in the Corporate Directory).

Can I change my level of participation or terminate my participation in the Plan?

You can change your level of participation in the Plan or terminate your participation in the Plan at any time by completing and lodging a new Plan Election Form with the Registry or by amending your Online Election on the Registry’s website (as outlined in the Corporate Directory). Any amendments made to your level of participation, whether by a new Plan Election Form or amending your Online Election, must be received by the Registry by the Election Date to be effective for the relevant Dividend period.

Is there a minimum or maximum level of participation?

The Board may specify a minimum or maximum level of Shares that may participate in the Plan.

When will my participation in the Plan begin?

Your participation in the Plan will begin on the first Dividend Record Date after your completed and signed Plan Election Form is received by the Registry or you submit your Online Election. The Plan Election Form must be received by the Registry no later than one Business Day after the Dividend Record Date to be effective for the relevant Dividend period. Any amendment to your Online Election must be done at no later than one Business Day after the Dividend Record Date to be effective for the relevant Dividend period.

How much does it cost to participate in the Plan?

To the extent permitted by law, the Company will pay any brokerage, commission or other transaction costs for Shares that you acquire under the Plan.

Under current Australian law, no stamp or other duties are payable in connection with the Plan.

How many Shares will I receive?

The number of Shares that you will receive is calculated by dividing the Dividend (less any amount that is deductible by the Company as withholding tax or tax required to be remitted to the Australian Taxation Office on your Participating Shares), by the Reinvestment Price. Your entitlement will be used to purchase as many new Shares as possible at the Reinvestment Price. The application of this formula will normally result in a residual fraction of a Share. The value of that residual fraction will be carried forward in a Participant's individual Plan account.

What happens to the carry forward residual positive balance in my Plan account if I end my participation in the Plan, sell my Shares or the Board suspends or terminates the Plan?

In the event that:

- you cease to participate in the Plan because you have sold all of your Shares;
- you choose not to participate in, or the Board suspends or terminates, the Plan and you sell all of your Shares before the next Dividend Record Date;
- you have terminated your participation in the Plan by sending to the Registry a completed Plan Election Form or Online Election in accordance with **rule 10**; or
- the Company receives a notice of death,

you are taken to have directed the Company to transfer any residual positive balance in your Plan account to a charitable organisation at the Board's discretion.

The residual positive balances are not transferrable and do not accrue interest.

How is the Price determined?

The Price will be the Market Price, which is the average of the daily volume weighted average price of Shares sold on ASX during the five Trading Days commencing on and including the Trading Day after the relevant Dividend Record Date to which the Dividend relates.

The Board may apply a Discount from time to time in its discretion.

How will I know how many Shares I have received under the Plan?

You will be sent a statement after each issue or transfer of Shares to you under the Plan. If you have chosen Partial Participation, you will also receive your direct credit payment advice for the cash Dividend on your Non-Participating Shares.

What is the taxation treatment of Dividends paid under the Plan?

Dividends reinvested into Shares are usually treated in the same way as cash dividends for Australian tax purposes. The Company cannot advise you on the tax implications of participating in the Plan and recommends that you obtain professional advice about the consequences of participating in the Plan.

The cash dividends used to purchase new Shares are net of any applicable Australian withholding taxes. The details of any withholding tax paid will be on the Plan statements.

Can I sell my Plan Shares?

You can sell your Shares, including Shares issued or transferred to you under the Plan, at any time. If you have elected “Partial Participation” on your Plan Election Form or when making your Online Election, the number of Shares sold will first reduce the number of Non-Participating Shares held by you before, if necessary, reducing the number of your Participating Shares. You can change this outcome by completing and lodging a new Plan Election Form or by amending your Online Election on the Registry’s website (as outlined in the Corporate Directory). If you sell all of your Shares, your participation in the Plan will end.

Can the Plan be changed or terminated?

The Company may vary, suspend, recommence or terminate the Plan at any time.

Rules of the Plan

1 Eligibility to participate

- (a) Participation in the Plan is subject to these Rules.
- (b) Participation in the Plan is optional and not transferable.
- (c) Any Shareholder whose registered address is in Australia or New Zealand, and any other jurisdictions as determined by Board from time to time, is eligible to participate in the Plan unless otherwise excluded under this **rule 1**.
- (d) A Shareholder is solely responsible for obtaining any government or regulatory approval or consent necessary for that Shareholder to be eligible to participate in the Plan.
- (e) The Board may, at its sole discretion, refuse a Shareholder's participation and suspend or withdraw Shares from participation or continued participation where participation would or may be impracticable, impossible or illegal.

2 Application to participate

- (a) An eligible Shareholder who wishes to participate in the Plan must complete, sign, and lodge with the Registry, the Plan Election Form prescribed by the Board from time to time or by making an Online Election on the Registry's website.
- (b) For an application in respect of a joint shareholding to be valid, each of the joint Shareholders must sign a single Plan Election Form.
- (c) If an eligible Shareholder has more than one holding of Shares and wishes to participate in the Plan with respect to one or more of the holdings (including where Shares are held on behalf of different beneficial owners), a separate Plan Election Form must be lodged or a separate Online Election must be made, for each separate Shareholding that is to participate.
- (d) Subject to **rule 2(e)**, an application from an eligible Shareholder to participate in the Plan will be effective for the next Dividend, provided the Shareholder's Plan Election Form is received by the Registry or the amended Online Election is made, by the Election Date.
- (e) The Company may:
 - (i) accept or refuse a Plan Election Form that is not properly completed or signed; and

- (ii) correct any error in, or omission from, a Plan Election Form, prior to acceptance under **rule 2(e)(i)**.

3 Level of participation

- (a) To complete the Plan Election Form or Online Election, an eligible Shareholder must elect either full participation or partial participation of their shareholding.
- (b) A Plan Election Form or Online Election that:
 - (i) fails to elect between full and partial participation;
 - (ii) elects both full and partial participation; or
 - (iii) elects partial participation but fails to specify the number of Participating Shares,will be deemed to be an election for full participation.
- (c) If a Participant elects, or is deemed to have elected, full participation for a holding of Shares, the Plan will apply to all Shares in that Shareholding from time to time (including Shares issued or transferred to the Participant under the Plan and other Shares added to that holding), unless and until the Participant amends their election.
- (d) If a Participant elects partial participation, they must state the number of Shares that are to be Participating Shares. The Plan will only apply to that number of Shares specified by the Participant in the Plan Election Form or Online Election (but not any Shares issued or transferred under the Plan unless the Participant alters the participation level in accordance with **rule 3(a)**).
- (e) If, at any relevant Dividend Record Date, a Participant's total Shareholding is less than the number of Participating Shares specified in the Participant's Plan Election Form or Online Election as applicable, all of the Shares in that Shareholding will be deemed to be Participating Shares in respect of the relevant Dividend. Any Shares subsequently acquired will participate at the next Dividend Record Date, up to the number specified in the Plan Election Form or Online Election that was last received by the Registry before the relevant Election Date,
- (f) The Board may determine from time to time that participation is subject to a minimum and/or maximum number of Shares.

4 Operation of the Plan

- (a) Each Dividend from time to time due and payable by the Company to a Participant in respect of Participating Shares will be applied by the Company in subscribing for or arranging for the transfer of Shares in accordance with **rule 7(a)**.

- (b) A separate Plan account will be maintained for each Participant.
- (c) At the time of each Dividend payment, the Board will for each Participant:
 - (i) determine the Dividend payable in respect of the Participating Shares, less any amount that is deductible by the Company as withholding tax or tax required to be remitted to the Australian Taxation Office as a result of failure by the Participant to supply a tax file number;
 - (ii) credit the net amount in **rule 4(c)(i)** to the Participant's Plan account;
 - (iii) subscribe for or arrange for the purchase and transfer of additional Shares in the name of the Participant and apply the amount in the Participant's Plan account towards and in satisfaction of the cost of those additional Shares; and
 - (iv) retain in the Participant's Plan account any residual amount of Dividend less than the value of one Share.
- (d) Subject to **rule 6(f)**, the number of Shares issued or transferred to a Participant will be the whole number equal to, or where not a whole number, rounded down to the nearest whole number calculated by the formula:

Number of Shares

$$= \frac{(D - T)}{RP}$$

D is the amount of the Dividend payable on the Participant's Participating Shares as at the Dividend Record Date;

T is any withholding tax or other amounts to be withheld in relation to such Shares; and

RP is the Reinvestment Price.

5 Residual positive balance

- (a) In the event that:
 - (i) a Participant ceases to participate in the Plan because the Participant has sold all of their Shares;
 - (ii) a Participant chooses not to participate in, or the Board suspends or terminates, the Plan and the Participant sells all of their Shares before the next Dividend Record Date;
 - (iii) a Participant terminates their participation in the Plan by sending to the Registry a completed Plan Election Form or Online Election in accordance with **rule 10**; or
 - (iv) the Company receives a notice of the Participant's death,

the Participant is taken to have directed the Company to transfer any residual positive balance in their Plan account to a charitable organisation at the Board's discretion.

- (b) Any residual positive balances are not otherwise available to the Participants, are not transferrable and do not accrue interest.

6 Reinvestment Price of Shares

- (a) The Reinvestment Price at which each Share is issued or transferred to Participants for a particular Dividend is the Market Price, less any Discount, as may be determined by the Board.
- (b) The Discount determined by the Board in respect of a particular Dividend may differ from the Discount applied in determining the Reinvestment Price for any other Dividend and may be determined or varied by announcement to ASX, but such variation may not apply to a Dividend already announced.
- (c) The Reinvestment Price must be calculated by the Board or another person nominated by the Board, by reference to information the Board approves from time to time. The determination of the Reinvestment Price is binding on all Participants.
- (d) The Reinvestment Price, once determined, will be announced to ASX.
- (e) In relation to each Dividend, the amount of a Participant's Dividend on Participating Shares not reinvested in Shares (excluding amounts representing a fraction of a Share), less any amount that is deductible by the Company as withholding tax or tax required to be remitted to the Australian Taxation Office as a result of failure by the Participant to supply a tax file number, will be paid to the Participant without interest.
- (f) If the number of Shares to be issued or transferred to a Participant under this Plan will result in the number of a Participant's Participating Shares exceeding the maximum level of participation determined by the Board under **rule 3(f)**, if any, then the Board may:
 - (i) scale back the amount of the Dividend to be reinvested by each Participant on a pro-rata basis to the extent necessary to ensure that the maximum level of participation is not exceeded; and
 - (ii) pay to each Participant any portion of their Dividend that is not reinvested (without interest).

7 Issue or transfer of Shares

- (a) The Board in its discretion may, in respect of any given Dividend, either issue new Shares or cause a broker to arrange for the purchase and transfer of existing Shares to a Participant or to apply a combination of

both options, to satisfy the obligations of the Company under these Rules.

- (b) If the Board determines to cause the purchase and transfer of Shares to Participants, the Shares may be acquired through a broker in the market in such manner as the Board considers appropriate.
- (c) All Shares newly issued under the Plan will rank equally with all existing Shares from the date on which they are issued.
- (d) Shares issued or transferred to a Participant under the Plan will be registered on the Register maintained by the Registry.
- (e) The Company will promptly apply to ASX for official quotation of all new Shares issued under the Plan.
- (f) Shares will not be issued or transferred under the Plan if to do so would breach a provision of any applicable law, including the Listing Rules.

8 Plan statements

- (a) As soon as practicable after the issue or transfer of Shares under the Plan for the purpose of paying the Dividend, the Company will send each Participant to whom Shares have been issued or transferred a statement specifying:
 - (i) the number of the Participant's Participating Shares at the relevant Dividend Record Date;
 - (ii) from the Dividend paid on those Participating Shares:
 - (A) the amount comprising dividends on Shares and the extent to which the dividend component of the Dividend is franked; and
 - (B) the amount of any withholding or deduction from the Dividend made under **rule 4(c)(i)**;
 - (iii) the number of Shares issued or transferred to the Participant under the Plan, the Reinvestment Price at which they were issued or transferred and the amount applied towards the Participant's residual positive balance;
 - (iv) the date on which the Shares were issued or transferred to the Participant under the Plan;
 - (v) subject to any Share transactions in which the Participant may have engaged after the Dividend Record Date, the total number of Shares (both Participating and Non-Participating) held by the Participant after the issue or transfer of Shares under the Plan;
 - (vi) the details of any scale back under **rule 6(f)**; and
 - (vii) any other information required by law to be included in the statement confirming the transaction.

9 Variation of participation

- (a) At any time a Participant may:
- (i) vary the Participant's participation from full participation to partial participation or from partial participation to full participation; or
 - (ii) maintain the Participant's partial participation but increase or decrease the number of Participating Shares,
- by completing, signing and sending a Plan Election Form to the Registry or by making an Online Election on the Registry's website.
- (b) A Plan Election Form or Online Election varying a Participant's level of participation in the Plan will be effective for the next Dividend, if the Shareholder's Plan Election Form or Online Election is received by the Registry no later than one Business Day after the Dividend Record Date.
- (c) If a Participant disposes of part of the Participant's holding of Shares and does not notify the Company otherwise, the remaining Shares held by the Participant continue to be Participating Shares and, the Shares disposed of will, to the extent possible:
- (i) first, reduce the number of any Non-Participating Shares that the Participant holds (if any); and
 - (ii) secondly, reduce the number of any Participating Shares that the Participant holds (if any).

10 Termination of participation

- (a) A Participant may terminate their participation in the Plan by completing, signing and sending a Plan Election Form to the Registry or by making an Online Election on the Registry's website.
- (b) A Plan Election Form terminating a Participant's participation in the Plan will be effective for the next Dividend, if the Shareholder's Plan Election Form or Online Election is received by the Registry no later than one Business Day after the Dividend Record Date.
- (c) A Participant will be deemed to have terminated the Participant's participation in the Plan:
- (i) on receipt by the Registry of a Plan Election Form or Online Election in accordance with **rules 10(a) and (b)**;
 - (ii) on the first Dividend Record Date following registration of a transfer of all of the Participant's Participating Shares to another Shareholder if the transfer occurred after the Election Date;
 - (iii) following registration of a transfer of all of the Participant's Participating Shares to another Shareholder if the transfer occurred prior to the Election Date;

- (iv) on termination of the Plan by the Company;
- (v) on receipt by the Company of notice of the Participant's death, bankruptcy, liquidation or provisional liquidation, except where the Participant was a joint holder and any remaining holder or joint holders are eligible Shareholders under **rule 1**; or
- (vi) on the Participant ceasing to be an eligible Shareholder under **rule 1**.

11 Participant's costs

- (a) To the extent permitted by law, the Company will pay any brokerage, commission or other transaction costs payable in respect of any Shares acquired under the Plan.
- (b) If the existing legislation changes so that at the date of any issue or transfer, any stamp duty is payable in any Australian state jurisdiction in respect of the issue or transfer, the amount of such stamp duty shall be paid by the Participant to whom the Shares are issued or transferred and will be debited to that Participant's Plan account.

12 Administration

- (a) The Plan will be administered by the Board and any determination made by the Board in connection with the Plan or the Rules will be final and binding. Without limiting the effect of any other Rule, the Board will at all times have power in its discretion to:
 - (i) resolve conclusively any disputes, disagreements, anomalies or questions of interpretation relating to the Plan or the Rules either generally or in relation to any Participant or any Shares;
 - (ii) determine appropriate procedures for the administration of the Plan consistent with the Rules;
 - (iii) waive strict compliance with any of the Rules;
 - (iv) delegate the exercise of any of the Board's powers or discretions arising under the Plan to one or more persons for such period and on such conditions as the Board may determine; and
 - (v) either issue Shares or acquire Shares on market.
- (b) Notwithstanding any other provision of these Rules, the Plan will be conducted, and these Rules will be applied, in accordance with and subject to the *Corporations Act 2001* (Cth), the Listing Rules and the Constitution.

13 Variation, suspension and termination

- (a) The Plan may be varied (including by variation of the Rules), suspended, recommenced or terminated by the Board at any time.
- (b) A variation, suspension, recommencement or termination of the Plan will be effective:
 - (i) from the date determined by the Board; and
 - (ii) in the case of a suspension, until such time as the Board resolves to either recommence or terminate the Plan.
- (c) The Board will give notice of any termination, variation, suspension or recommencement of the Plan to Participants.
- (d) A notice under **rule 13(c)** may be provided in any manner (including by notice on the Company website, announcement to ASX or mailed written notices) that the Board considers appropriate.
- (e) The accidental omission to give notice of a variation, suspension, recommencement or termination of the Plan to any Shareholder or the non-receipt of any such notice by any Shareholder will not invalidate or have any other effect on the variation, recommencement, suspension or termination.
- (f) A variation, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right of action against, the Company or its directors, officers, employees, representatives or agents.
- (g) If the Plan is varied, a Participant will continue to participate under the varied Plan unless the Participant terminates participation by completing, signing and sending a Plan Election Form to the Registry or making an Online Election on the Registry's website.
- (h) If the Plan is suspended, all the Shares of each Participant will be deemed to be Non-Participating Shares, on which dividends will be paid by direct credit or by other means as determined by the Board, for the period of the suspension.
- (i) If the Plan is recommenced after a period of suspension, the election in the previous Plan Election Form or Online Election (as applicable) of each Participant will be reinstated and will be effective for the purposes of the recommenced Plan, unless determined otherwise by the Company and notified to Participants in accordance with **rule 13(c)**.
- (j) If the Plan is terminated, all participation in the Plan will cease and subsequent dividends will be paid to Participants by direct credit or by other means as determined by the Board.

14 Taxation

Neither the Company nor its officers, employees, representatives or agents:

- (a) take any responsibility or assume any liability for, or as a consequence of, the tax liabilities of any person in connection with the Plan; or
- (b) represent or warrant that a Participant will gain any taxation advantage or will not incur a taxation liability or disadvantage as a result of participation in the Plan.

15 Participants to be bound

Participants are at all times bound by the Rules of the Plan.

16 Governing law

The Plan and the Rules are governed by the laws of Western Australia.

17 Interpretation

In these Rules, unless the context otherwise requires:

- (a) a reference to the Plan or these Rules includes any variation or replacement of them;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (d) **includes** means includes without limitation;
- (e) the word person includes a firm, body corporate, unincorporated association or authority;
- (f) a reference to a statute includes all regulations and other instruments made under it and consolidations, amendments, re-enactments and replacements of any of them; and
- (g) headings are inserted for convenience and do not affect the interpretation of the Rules.

18 Set off

A Participant may not participate in the Plan where, in accordance with the Constitution or any law, the Company is entitled to retain all or part of a Dividend payable in respect of that Participant's Participating Shares or the Company is entitled to a charge over such Participating Shares or over any Dividend payable in respect of such Participating Shares, unless the Board otherwise determines in its discretion.

Glossary

In the Rules and this booklet, the following words and expressions have the meanings indicated unless the contrary intention appears:

ASX	ASX Limited or the securities exchange operated by it, as the context requires.
Board	All or some of the directors of the Company acting as a board.
Business Day	A day which is a Business Day under the Listing Rules.
Company	Regis Resources Limited ACN 009 174 761.
Constitution	The constitution of the Company.
Discount	The discount (if any), determined by the Board from time to time to be applied to the Market Price in calculating the Reinvestment Price under rule 6(a) .
Dividend	A dividend in respect of a Share to which the Board has determined the Plan will apply.
Dividend Record Date	The date and time, as determined by the Board, at which a person holds or is taken to hold Shares for the purpose of determining their entitlement to Dividends.
Election Date	The Business Day after the Dividend Record Date.
Listing Rules	The listing rules of ASX, as amended from time to time.
Market Price	Market Price of a Share to be acquired under the Plan means: (a) the average of the daily volume weighted average price of Shares sold on ASX during the five Trading Days commencing on and including the Trading Day after the relevant Dividend Record Date to which the Dividend relates (including the closing single price auction, but excluding sales such as any special crossings, crossings prior to the commencement of normal trading or during the closing phase or after hours adjustment phase, crossings during overnight trading, or any overseas trades or trades pursuant to the exercise of options over Shares, or any other sales which the Board considers may not be reflective of natural supply and demand) (whether or not a sale was recorded on any of those Trading Days); or

- (b) if the Board, in its absolute discretion, believes that the calculation in paragraph (a) does not provide a fair reflection of the market price of a Share during this period, the Board may determine the fair market price of a Share in its absolute discretion.

Non-Participating Shares	Those Shares that a Participant has not nominated for participation in the Plan or which are deemed to be ineligible to participate in the Plan under these Rules.
Online Election	The online portal accessed on the Registry's website that must be used to apply for, vary or terminate participation in the Plan online.
Participant	In respect of a Dividend, an eligible Shareholder with Shares who participates in the Plan. If an eligible Shareholder holds more than one holding, the Shareholder is treated as a separate Participant for each holding.
Participating Shares	Those Shares that a Participant has nominated to participate in the Plan or which are deemed to participate in the Plan under these Rules.
Plan	The Regis Resources Limited Dividend Reinvestment Plan.
Plan Election Form	The form that must be used to apply for, vary or terminate participation in the Plan unless an Online Election is made.
Register	The register of members of the Company.
Registry	The Share registry from time to time.
Reinvestment Price	In respect of the Shares to be issued or transferred to Participants for a particular Dividend, the price determined under rule 6(a) .
Rules	The rules of the Plan as amended from time to time.
Share	A fully paid ordinary share in the capital of the Company.
Shareholder	A registered holder of a Share.
Trading Day	The meaning in the Listing Rules but excludes any day on which Shares are suspended from quotation or made subject to a trading halt on ASX.

Corporate directory

Registered office

Level 2, 516 Hay Street

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Registry

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