



Distribution Reinvestment Plan Rules

Transfield Services Infrastructure Fund

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1. Background

- 1.1 The purpose of this Plan is to provide holders of Stapled Securities with the opportunity to reinvest all or part of their Distributions and to acquire additional Stapled Securities while Transfield Services Infrastructure Fund (TSI Fund) is listed on ASX.
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2. Definitions and Interpretation

Definitions

- 2.1 In these Rules, the following terms will have these meanings, unless the contrary intention appears:

Allocation means the issue of new Stapled Securities to Participants under the Plan or transfer of Stapled Securities to Participants under the Plan, as the case may be.

Application means the application to participate, vary participation or terminate participation in the Plan in respect of a particular Stapled Security holding account, in the form that the Board approves from time to time.

ASX means ASX Limited (ACN 008 624 691) or the securities market which it operates, as the context requires.

ASX Market Rules means the operating rules of the financial market administered by the ASX, as enforced from time to time.

Average Market Price during a period means:

- (a) (subject to the following paragraphs) the average of the daily volume weighted average price per Stapled Security for Stapled Securities sold on each Trading Date of that period, rounded to the nearest one hundredth of a cent; and
- (b) excluding from (a) any transaction defined in the ASX Market Rules as a "special crossing", any transaction defined in the ASX Market Rules as a "crossing" that occurs prior to the commencement of normal trading or during the closing phase and the after hours adjust phase, any transaction pursuant to the exercise of options over Stapled Securities, and any other trades which the Board considers is not reflective of natural supply and demand; or
- (c) a price calculated in accordance with clause 22.3(d) of the Constitution of Transfield Services Infrastructure Trust if the discretion in that clause is exercised by the Board,

or (subject to clause 12.2) a price calculated under a different method determined by the Board in its discretion.

Board means the Board of Directors of TSI Fund while the same people are directors of Transfield Services Infrastructure Limited, TSI International Limited and the Responsible Entity, or if there are differences between those boards then the persons who have authority from those entities to administer the Plan.

Constitutions means the constitutions of the entities comprising TSI Fund.

Discount means the percentage discount (if any) determined by the Board from time to time to be applied in calculating the price at which the Stapled Securities will be issued in accordance with Rule 7.3.

Distribution means any distribution announced and payable by TSI Fund.

Distribution Payment Date means the date on which TSI Fund pays a distribution in respect of the Stapled Securities.

Eligible Holder means a person registered as the holder of at least the minimum number of Stapled Securities as specified by the Board (if any) from time to time other than a person with a registered address in any place where, in the opinion of the Board, participation or the making of an offer or invitation to participate in the Plan would require issue of a prospectus under foreign law, or other regulatory compliance or investigations regarding compliance, which the Board determines to be excessive or impracticable.

Ex Distribution Date means the first day on which Stapled Securities trade on ASX without an entitlement to the relevant Distribution.

Participant means an Eligible Holder whose Application in respect of a particular Stapled Security holding account has been accepted for the purposes of the Plan.

Plan means TSI Fund's distribution reinvestment plan, the terms of which are set out in these Rules, as varied from time to time.

Plan Securities means the Stapled Securities in a particular Stapled Security holding account which are designated by a Participant as Stapled Securities for which the distribution is to be applied in subscribing for Stapled Securities under the Plan.

Pricing Period means the period of Trading Days as the Board determines in its discretion from time to time.

Record Date means the date that TSI Fund determines entitlements for Distributions.

Responsible Entity means the responsible entity of Transfield Services Infrastructure Trust from time to time acting in that capacity, currently Infrastructure Fund Management Limited (ACN 118 203 731).

Rules means these rules of the Plan as varied from time to time.

Stapled Securities means fully paid ordinary Stapled Securities in the capital of TSI Fund and includes any Stapled Securities held under any of TSI Fund's employee Stapled Security schemes by whatever name called. The Constitutions and the Stapling Deed provide that a unit of Transfield Services Infrastructure Trust is stapled to one share in Transfield Services Infrastructure Limited and one share in TSI International Limited such that the components of Stapled Securities are attached and treated as one security.

Stapling Deed means the deed of that name dated 27 April 2007 between the Responsible Entity, Transfield Services Infrastructure Limited, and TSI International Limited and sets out the terms and conditions governing the relationship between them in respect of the Stapled Securities.

Trading Day means a day on which Stapled Securities are quoted, and not suspended from quotation or made subject to a trading halt on ASX.

TSI Fund means the three entities forming the stapled group of:

- (d) Transfield Services Infrastructure Limited (ACN 106 617 332)
- (e) TSI International Limited (ACN 124 582 547), and
- (f) Transfield Services Infrastructure Trust (ARSN 125 010 531),

collectively referred to as Transfield Services Infrastructure Fund or TSI Fund.

Interpretation

2.2 In these Rules, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa and a reference to a gender includes other genders
- (b) a reference to a person includes a corporation, firm or body of persons recognised by law and that person's successors, assignors, legal personal representatives, and (in the case of the Responsible Entity) replacements
- (c) a reference to a document includes amendments and replacements of it, and
- (d) other grammatical forms of defined terms or phrases have corresponding meanings.

3. Commencement

3.1 The Plan and these Rules commence operation on the date determined by the Board.

4. Eligibility and Applications

- 4.1 Any Eligible Holder may apply to participate in the Plan.
- 4.2 Participation in the Plan is optional and is not transferable.
- 4.3 Every Eligible Holder who wishes to participate in the Plan must lodge an Application with TSI Fund. An Eligible Holder's Participation may be varied or terminated at any time in accordance with Rule 10.

Electronic Applications

- 4.4 Applications, variations and terminations may be lodged electronically by any means established by TSI Fund for this purpose. References in these Rules to 'signing' an Application or other document include a valid lodgement by electronic means whether or not physically signed.

Joint holders

- 4.5 If Stapled Securities are jointly held by two or more Eligible Holders, all joint holders of such Stapled Securities must sign a single Application for it to be valid. If one or more of the joint holders of the Stapled Securities is not an Eligible Holder, none of the joint holders can apply to participate in the Plan with respect to the Stapled Securities jointly held.

Multiple holdings

- 4.6 If an Eligible Holder has more than one holding of Stapled Securities, an Application may be lodged for each Stapled Security holding account, and each Stapled Security holding account of an Eligible Holder will be treated separately for the purposes of the Plan.

Board discretions

- 4.7 The Board may refuse, suspend or terminate participation in the Plan where an Eligible Holder has, in the opinion of the Board, split or manipulated a Stapled Security holding or acquired Stapled Securities as part of such a transaction in order to increase the number of Stapled Securities that may be obtained under the Plan.
- 4.8 The Board may refuse, suspend or terminate participation in the Plan for an Eligible Holder or for Plan Securities where the Board considers that the participation has or could lead to:
 - (a) foreign persons or associates of foreign persons acquiring a substantial interest or an aggregate substantial interest in TSI Fund for the purposes of the Foreign Acquisitions and Takeovers Act 1975 (Cth), or
 - (b) a person acquiring a relevant interest in issued voting Stapled Securities that would result in that person's or someone else's voting power contravening Chapter 6 of the Corporations Act.
- 4.9 The Board is entitled to make a final determination as to whether any particular Stapled Security holder is an Eligible Holder within the terms of these Rules or not, and to change any such determination, as and when it sees fit. In making this determination, the Board may consider, among other things, whether such participation would or may be impracticable, impossible or illegal and any actual or anticipated inconvenience or expense in allowing, or investigating the possibility of allowing, such participation.

5. Acceptance of Applications

- 5.1 The Board may in its absolute discretion accept or refuse any Application.
- 5.2 The Board may determine in its discretion that, in order to be effective in relation to a particular date, an Application must be received on a date chosen by the Board. That date may be on, before or after the Record Date for a Distribution but must be before its payment date.
- 5.3 TSI Fund will record for each Participant particulars of:
- (a) the name and address of the Participant, and
 - (b) the number of Plan Securities held by the Participant from time to time,
- and TSI Fund's records will be conclusive evidence of the matters so recorded.
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6. Degree of participation

Eligible Holder's election

- 6.1 An Eligible Holder may elect the degree to which they wish to participate in the Plan. Participation may be:
- (a) full participation for all of the Participant's Stapled Securities from time to time, including Stapled Securities allocated under the Plan, or
 - (b) partial participation for a specified number or percentage of Stapled Securities held by the Participant from time to time as specified in the Application.
- 6.2 If no election is specified, an Application will be deemed to be an application for full participation in the Plan for all of the applicant's Stapled Securities.

Effect of changes in Stapled Security holding

- 6.3 Where a Participant has elected (or is deemed to have elected) full participation, all Stapled Securities held by the Participant from time to time (including those subsequently acquired under the Plan or otherwise) will be participating Plan Securities.
- 6.4 Where a Participant has elected partial participation:
- (a) For a specified number of Stapled Securities – any Stapled Securities held by the Participant over and above that number (including those acquired under the Plan) will not be participating Plan Securities. If, at any time, the Participant holds less than the specified number of Stapled Securities then all of its Stapled Securities at that time will be Plan Securities, or
 - (b) For a specified percentage of Stapled Securities – that same percentage of all Stapled Securities held by the Participant from time to time (including those subsequently acquired under the Plan or otherwise) will be participating Plan Securities. Fractions of a Plan Stapled Security will be rounded down.

Board may impose limits

- 6.5 The Board may determine a maximum or minimum number of Stapled Securities or subscription amount in relation to which any Participant may participate in the Plan. Any such determination is a variation to the Plan that must be notified under Rule 11.1. In the absence of such a determination there is no limit on participation.

7. Reinvestment of distributions

7.1 Distributions on Plan Securities will be applied by the Board on the Participant's behalf in subscribing for or acquiring Stapled Securities. Any amount that TSI Fund is owed or is entitled to withhold or retain in relation to the Distribution or the Plan Securities whether under the Constitutions or otherwise will not be available for subscribing for this purpose.

7.2 The number of Stapled Securities issued to each Participant will be:

$$N = \frac{D + R}{P}$$

where:

N is the number of Stapled Securities issued, subject to Rule 7.6

D is the pooled Distribution payable on the Participant's Plan Securities as at the Record Date for that Distribution, subject to Rule 7.1

R is the residual balance (if any) from a previous Distribution on the Participant's Plan Securities

P is the Price at which Stapled Securities are issued as determined in accordance with Rule 7.3.

Issue price

7.3 The price at which Stapled Securities are issued will be the Average Market Price for the Pricing Period less the Discount (if any) as the Board determines from time to time rounded to the nearest cent.

7.4 The Issue Price calculated in accordance with Rule 7.3 will be allocated by agreement between the Board amongst the issue price for each share and unit comprising a Stapled Security, and the Board must do so in accordance with the Constitutions and the Stapling Deed.

Stapling provisions

7.5 Notwithstanding any other provision of this Plan, no units or shares may be issued or transferred under this Plan by TSI Fund entities unless:

- (a) the number of shares in Transfield Services Infrastructure Limited, shares in TSI International Limited, and units in Transfield Services Infrastructure Trust which are issued or transferred to a Participant is identical, and
- (b) each such share and unit is stapled to each other to form a Stapled Security.

Fractions

7.6 Where a fraction of a Stapled Security results from the application of the formula in Rule 7.2, that fraction will be rounded down to the nearest whole number and the remaining Distribution not applied will be carried forward as a residual balance on the Participant's Plan Securities. No interest will be payable on the residual balance.

Plan statements

7.7 TSI Fund will send to each Participant a combined distribution statement and holding statement following the Allocation of Stapled Securities under the Plan setting out the following information:

- (a) the Distribution payable in respect of that Participant's Plan Securities which has been applied towards acquisition of Stapled Securities
- (b) customary information regarding franking and imputation credits (if any) attached to the Distribution
- (c) the number of additional Stapled Securities allocated to that Participant under the Plan
- (d) the price at which the Stapled Securities were issued or acquired, and
- (e) the number of Stapled Securities (including Plan Securities) of which that Participant is the registered holder after the Allocation.

8. Stapled Securities Allocated under the Plan

Issue or transfer

- 8.1 In the operation of the Plan for any Distribution, TSI Fund may, in the Board's absolute discretion, either issue new Stapled Securities or cause existing Stapled Securities to be acquired for transfer to Participants, or a combination of both alternatives, to satisfy TSI Fund's obligations under these Rules.
- 8.2 Stapled Securities to be Allocated under the Plan will be Allocated at or as soon as practicable after the Distribution Payment Date.

Rights attaching to Stapled Securities

- 8.3 Subject to Rule 8.1, all Stapled Securities allocated under the Plan will from the date of the Allocation rank equally in all respects with existing Stapled Securities.
- 8.4 If the Stapled Securities are listed on ASX, TSI Fund will promptly make an application at or after the Allocation of newly issued Stapled Securities under the Plan for the quotation of those Stapled Securities on the ASX.

9. Underwriting

- 9.1 TSI Fund may cause an issue of Stapled Securities under the Plan to be underwritten, wholly or partially, in respect of any one or more Distributions on terms and conditions (including as to fees and issue price) determined by the Board in its absolute discretion.

10. Variation or termination of participation

By Participants

- 10.1 A Participant may increase or decrease the number of its Plan Securities, or commence or terminate participation in the Plan, by lodging an Application or other notice in the form required by TSI Fund. To be effective for a forthcoming Distribution, an Application, variation notice or termination notice must be received by TSI Fund no later than the date set out in Rule 5.2.

By sale of Plan Securities

- 10.2 If a Participant disposes of all its Plan Securities, it will be deemed to have terminated participation in the Plan. If the same person becomes an Eligible Holder again after that termination it will have to re-apply under Rule 4 in order to participate in the Plan.
- 10.3 If a Participant disposes of part but not all of its holding of Stapled Securities, its number of Plan Securities and level of participation may be automatically varied in accordance with Rules 6.3 and 6.4.

Death, bankruptcy, etc

- 10.4 If a Participant dies, participation in the Plan terminates upon receipt by TSI Fund of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the Plan terminates upon receipt by the TSI Fund of a notification of bankruptcy or winding-up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding-up of one or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Holders.

Residual balances on termination

- 10.5 If a Participant terminates (or is deemed to have terminated) its participation in the Plan, the amount of any residual balance held on the Participant's behalf by the TSI Fund will become the property of TSI Fund. TSI Fund may accumulate these residual balances until such time as it considers it appropriate, in its discretion, to pay them to a charity chosen by the Board or otherwise apply the proceeds as determined by the Board.
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11. Variation, suspension and termination of the Plan

Board powers

- 11.1 The Plan may be varied, suspended, recommenced or terminated by the Board at any time after giving notice to the ASX, with effect on the date specified by the Board.
- 11.2 The variation, suspension, recommencement or termination does not give rise to any liability on the part of, or right of action against, the Board or the entities in the TSI Fund or any of their officers, employees or agents.
- 11.3 The accidental omission to give notice of variation, suspension, recommencement or termination will not invalidate it.

Effect on Participants

- 11.4 If the Plan or these Rules are varied, a Participant continues to participate under the Plan and these Rules in their varied form unless the Participant terminates its participation in the Plan in accordance with these Rules.
- 11.5 If the Plan is suspended and is later recommenced, then upon recommencement all prior elections are reinstated subject to any variation or termination validly given by a Participant prior to the next Record Date after the recommencement of the Plan.

Residual balances

- 11.6 If the Plan is suspended or terminated, the amount of any residual balance held on a Participant's behalf by TSI Fund will become the property of TSI Fund unless the Board determines otherwise. TSI Fund may accumulate these residual balances until such time as it considers it appropriate to pay them to a charity chosen by the Board.
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12. Administration of the Plan

- 12.1 This Plan will be administered by the Board which has the power to:
- (a) determine procedures for administration of the Plan consistent with the Rules
 - (b) settle in such manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Stapled Securities, and the determination of the Board is conclusive and binding on all Participants and other persons to whom the determination relates, and
 - (c) delegate to any one or more persons, including its Stapled Security registry, for such period and on such conditions as it may determine, the exercise of any of their powers or discretions arising under the Plan.
- 12.2 In exercising its discretions under these Rules, the Board must comply with the Stapling Deed and the Constitutions.

13. Plan Rules are binding on Participants

13.1 Participants are bound by the Rules of the Plan as modified from time to time.

14. Costs to Participants

14.1 To the extent permitted by law, TSI Fund will pay brokerage, commission or other transaction costs in respect of Stapled Securities allotted under the Plan including any stamp or other duties payable by the Participant in respect of the Stapled Securities Allocated under the Plan.

15. Notices

15.1 A notice under these Rules is validly given if handed to the addressee or posted by ordinary post and addressed to the addressee at its last known residential or registered address, or sent by facsimile or e-mail to a number or address notified by the addressee, or otherwise sent in accordance with the Constitutions.

16. Governing law

16.1 The Plan and contracts arising under the Plan are governed by the laws of New South Wales and each Participant submits to the non-exclusive jurisdiction of the Courts of New South Wales.