

Sydney Airport Long Term Incentive Plan Rules

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Contents

1	Definitions and Interpretation	2
1.1	Definitions	2
1.2	Interpretation	3
2	Offer to Participate in the Plan	4
2.1	Plan Offer	4
2.2	Provision of information with Plan Offer	4
3	Acceptance of Offer to Participate in the Plan	4
3.1	Plan Acceptance Form	4
3.2	Rejection of Plan Acceptance Form	5
4	Rights	5
4.1	Grant of Rights	5
4.2	Entitlement of Rights	5
5	Allocation of Stapled Securities	5
5.1	Issue or transfer of Stapled Securities	5
5.2	Registration of Stapled Securities	5
5.3	Non-satisfaction of Performance Criteria	6
5.4	Ranking of Stapled Securities	6
6	Cessation of Employment	6
6.1	Uncontrollable Event	6
6.2	Other termination events	6
7	Additional Conditions Resulting in Lapse of Rights	6
8	Change of Control	7
9	Re-organisation of Capital	7
10	Securities Trading Policy	8
11	Contracts of Employment and Other Employment Rights	8
11.1	Rules not part of employment contract etc	8
11.2	Rights of Participants	8
12	Attorney	8
13	Commencement, Suspension and Termination of the Plan	9
13.1	Plan commencement	9
13.2	Suspension or termination of the Plan	9
14	Powers of the Board	9
15	Amendment	9
15.1	General	9
15.2	Limitation on amendments	10
15.3	Error correction	10
16	Overriding Restriction	10
17	Plan Costs	10
17.1	Acquisition and administration costs	10
17.2	Taxes	10
18	Waiver	10
19	Severance	11
20	Notices	11
21	Governing Law	11

1 Definitions and Interpretation

1.1 Definitions

In these Rules, unless the context otherwise requires:

allocate means the transfer of Stapled Securities to a Participant under the Plan after satisfaction or waiver of applicable Performance Criteria and **allocated** and **allocation** each has a corresponding meaning.

ASX means ASX Limited (ABN 98 008 624 691) or, as the case requires, the financial market known as 'ASX' operated by it.

Board means the board of directors of the Company or a committee appointed by the board of directors for the purposes of the Plan.

Business Day means any day other than a Saturday, Sunday or other day on which commercial banking institutions in Sydney are authorised or required by law to be closed.

Change of Control Event means the occurrence of any of the following:

- (a) any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of issued Stapled Securities as a result of a takeover bid;
- (b) any person, either alone or together with any associate (as defined in the Corporations Act), acquires a relevant interest (as defined in the Corporations Act) in more than fifty percent (50%) of issued Stapled Securities through a scheme of arrangement; or
- (c) any other similar event (including a merger of the Entity with another entity) which the Board determines, in its absolute discretion, to be a Change of Control Event.

Company means Sydney Airport Limited (ABN 18 165 056 360).

Company Constitution means the constitution of the Company as defined under the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Eligible Employee means an Employee whom the Board determines is to receive a Plan Offer.

Entity means Sydney Airport, a stapled vehicle comprised of the Company and the Trust.

Employee means any person who is in full-time or permanent part-time employment of a Group Entity.

Group means the Entity and the Related Bodies Corporate of the entities that comprise the Entity.

Group Entity means a member of the Group.

Listing Rules means the official listing rules of ASX.

Market Value means, in respect of a Stapled Security on any particular date, the value of that Stapled Security as determined by the Board.

Participant means:

- (a) an Eligible Employee who becomes a Participant in the Plan under Rule 4.1(b); or
- (b) the legal personal representative of any person referred to in paragraph (a) duly appointed on the death or legal incapacity of that person.

Performance Criteria means the performance criteria prescribed by the Board in accordance with Rule 2.1(c).

Permanent Disablement means serious injury, disability or illness which prohibits continued employment (as determined by the Board).

Plan means the Long Term Incentive Plan established and operated in accordance with these Rules.

Plan Acceptance Date has the meaning given in Rule 2.2(a)(iii).

Plan Acceptance Form means the form that the Board determines from time to time is to be submitted by an Eligible Employee to accept an offer to participate in the Plan in response to a Plan Offer.

Plan Offer means an offer to participate in the Plan made in accordance with Rule 2.1.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Retirement means voluntary resignation where the Board is of the view that the Participant is unlikely to re-enter the workforce on a full-time basis.

Right means the right to be allocated a Stapled Security, subject to the terms of the Plan.

Rules means the rules governing the operation of the Plan set out in this document, as amended from time to time.

Security Interest means a mortgage, charge, pledge, lien, encumbrance or other third party interest of any nature.

Stapled Security means a fully paid ordinary share in the capital of the Company stapled to a unit in the Trust.

Trust means Sydney Airport Trust 1 (ARSN 099 597 921).

Trust Constitution means the constitution of the Trust as defined under the Corporations Act.

Uncontrollable Event means death, Permanent Disablement, Retirement, retrenchment, or such other circumstances which result in a Participant leaving the employment of the Group and which the Board determines is an Uncontrollable Event.

Unvested Right means a Right in respect of which:

- (a) the Board has not yet determined that the applicable Performance Criteria have been satisfied; and
- (b) the applicable Performance Criteria have not been waived.

1.2 Interpretation

In these Rules, the following rules apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) a reference to a Rule or paragraph is a reference to a Rule or paragraph of these Rules, as amended from time to time;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a statute, other law or the Listing Rules includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (f) a reference to the Company Constitution, the Trust Constitution, the Plan or an agreement or document is to the Company Constitution, the Trust Constitution, Plan,

agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by the Plan or that other agreement or document;

- (g) a reference to an act includes an omission and a reference to doing an act includes executing a document;
- (h) headings are for convenience and do not affect the interpretation of these Rules; and
- (i) where the time for doing any act, matter or thing under these Rules falls on a day which is not a Business Day, it shall be done on the next succeeding Business Day.

2 Offer to Participate in the Plan

2.1 Plan Offer

- (a) In its absolute discretion and subject to these Rules, the Board may from time to time issue, or cause to be issued, Plan Offers on behalf of the Entity to Eligible Employees.
- (b) A Plan Offer issued to an Eligible Employee under Rule 2.1(a) may be subject to such restrictions and conditions as the Board determines in its absolute discretion, but such restrictions and conditions must be in accordance with any applicable requirements of the Listing Rules and the Corporations Act.
- (c) The Board may, in its absolute discretion, prescribe Performance Criteria (which may include a condition that the relevant Participant remains an Employee for a specified period) that must be satisfied as a condition for all or any of the Staped Securities the subject of particular Rights to be allocated.
- (d) The Board may amend a Plan Offer at any time prior to the Plan Acceptance Date referable to that Plan Offer.

2.2 Provision of information with Plan Offer

- (a) A Plan Offer must include the following information:
 - (i) the number of Rights to which the Plan Offer relates or the formula by which the number is to be calculated;
 - (ii) the Performance Criteria (if any) applicable to the relevant Rights;
 - (iii) the latest date on which a duly completed Plan Acceptance Form must be received by the Entity in respect of the Plan Offer (**Plan Acceptance Date**); and
 - (iv) any other information or documents that the Corporations Act, Listing Rules or other applicable laws require the Entity to give to the Eligible Employee.
- (b) A Plan Offer must be issued with a Plan Acceptance Form and such explanatory or other material in respect of the Plan as the Board considers appropriate, or as required by law.

3 Acceptance of Offer to Participate in the Plan

3.1 Plan Acceptance Form

- (a) An Eligible Employee may only accept a Plan Offer by returning a duly completed and signed Plan Acceptance Form on or before the relevant Plan Acceptance Date.
- (b) If, at the time of returning the duly completed Plan Acceptance Form in accordance with Rule 3.1(a) and at the Plan Acceptance Date, the Eligible Employee continues to be an Eligible Employee, the Eligible Employee:
 - (i) accepts the Plan Offer and agrees to be bound by the terms of the Plan Offer, the Plan Acceptance Form and these Rules;

- (ii) agrees to become a member of the Company and the Trust and to be bound by the Company Constitution and the Trust Constitution in the event that Stapled Securities are allocated to the Eligible Employee in accordance with the Plan Offer and these Rules; and
- (iii) consents to the collection, holding, processing and exchange of their personal data by the Group for any purpose related to the proper administration of the Plan.

3.2 Rejection of Plan Acceptance Form

- (a) Notwithstanding any other provision of this Plan, an Eligible Employee has no right to acquire Rights and no right in respect of Rights under the Plan until such Rights are granted by the Entity in accordance with Rule 4.1.
- (b) If the Board determines to reject a Plan Acceptance Form, the Entity shall provide notification to the relevant Eligible Employee that it has rejected that Eligible Employee's Plan Acceptance Form, and that Plan Acceptance Form (and the relevant Plan Offer) will become null and void and of no effect.

4 Rights

4.1 Grant of Rights

- (a) Subject to Rule 3.2, as soon as reasonably practicable following the receipt of a duly completed and signed Plan Acceptance Form, the Company will, provided the relevant Eligible Employee continues to be an Eligible Employee, grant to that Eligible Employee the number of Rights the subject of the Plan Acceptance Form.
- (b) An Eligible Employee becomes a Participant upon the Entity granting Rights to that Eligible Employee in accordance with Rule 4.1(a).

4.2 Entitlement of Rights

- (a) Participation in the Plan does not give the Participant a legal or beneficial interest in a Stapled Security prior to its allocation to the Participant, nor any entitlement to a Stapled Security, otherwise than in accordance with the Plan Offer and these Rules.
- (b) Except in respect of the transmission of a Right to a Participant's legal representative upon death or legal incapacity, a Participant may not dispose of, or grant any Security Interest over, a Right.

5 Allocation of Stapled Securities

5.1 Transfer of Stapled Securities

If the Board determines that the Performance Criteria prescribed in a Plan Offer in respect of Rights have been satisfied or those Performance Criteria have been waived, the Company will, as soon as reasonably practicable thereafter, allocate to the relevant Participant the number of Stapled Securities to which the Participant is entitled in accordance with the Plan Offer, by procuring the transfer of Stapled Securities acquired on market to the Participant (including, for the avoidance of doubt, Stapled Securities held by the trustee of a trust established in connection with the operation of the Plan, which Stapled Securities were acquired on market by the trustee).

5.2 Registration of Stapled Securities

Stapled Securities required to be allocated to a Participant are to be registered in the name of that Participant.

5.3 Non-satisfaction of Performance Criteria

Subject to Rules 6.1 and 8, if the Performance Criteria prescribed in a Plan Offer in respect of Rights are not wholly satisfied, the Participant's rights in relation to those Rights will lapse except to the extent otherwise provided by the Plan Offer or unless the Board determines otherwise, and the Participant will be treated as having never held any right or interest in the lapsed Rights.

5.4 Ranking of Stapled Securities

Stapled Securities allocated under the Plan will rank equally with all other Stapled Securities on issue as at the time of allocation in all respects including voting rights and entitlement to participate in dividends and in future rights and bonus issues. A Participant may only participate in new issues of Stapled Securities or other securities to holders of Stapled Securities if Stapled Securities have been allocated to the Participant and registered in the name of the Participant in accordance with these Rules before the record date for determining entitlements to the issue.

6 Cessation of Employment

6.1 Uncontrollable Event

Where a Participant ceases to be an Employee as a result of an Uncontrollable Event, the Board may, in its discretion:

- (a) determine that:
 - (i) some or all of the Participant's Unvested Rights continue to be subject to the Performance Criteria applying to those Rights and the terms of Rule 5 (subject to Rule 6.1(b));
 - (ii) the Performance Criteria applying to some or all of the Participant's Unvested Rights will be waived, in which case Stapled Securities will be allocated in respect of those Rights for which the Performance Criteria have been waived (subject to Rule 6.1(b)); or
 - (iii) some or all of the Participant's Unvested Rights will lapse, in which case the Participant will be treated as having never held any right or interest in those Rights; and
- (b) where Rule 6.1(a)(i) or 6.1(a)(ii) applies, determine that, instead of allocating Stapled Securities to the Participant in accordance with Rule 5.1, the Company will make a cash payment to the Participant equivalent to the Market Value of the Stapled Securities that would otherwise be allocated to the Participant (as at the date that those Stapled Securities would be required to otherwise be so allocated), reduced by the contribution (if any) that any Group Entity is required to make to a complying superannuation fund in order to avoid having an individual superannuation guarantee shortfall in respect of the Participant in relation to the payment to be made under this Rule 6.1(b).

6.2 Other termination events

Where a Participant ceases to be an Employee other than because of an Uncontrollable Event, all of the Participant's Unvested Rights will automatically lapse and the Participant will be treated as having never held any right or interest in those Rights.

7 Additional Conditions Resulting in Lapse of Rights

Where the Board determines that a Participant has:

- (a) committed any act of fraud or defalcation or gross misconduct in relation to the affairs of any Group Entity;

- (b) hedged the value of, or entered into a derivative arrangement in respect of, Unvested Rights; or
- (c) purported to dispose of, or grant any Security Interest over, a Right other than in accordance with Rule 4.2(b),

any Rights which at the time of that determination are held by the Participant and in respect of which Stapled Securities have not yet been allocated to the Participant will lapse and the Participant will be treated as having never held any right or interest in those Rights, unless the Board determines otherwise.

8 Change of Control

If a Change of Control Event occurs, or the Board determines in its absolute discretion that a Change of Control Event is likely to occur, the Board will determine in its absolute discretion appropriate treatment regarding any Unvested Rights. This will include determination, in the circumstances, of:

- (a) the extent to which relevant Performance Criteria will be waived;
- (b) the extent to which, and the time at which, Unvested Rights are to be replaced by rights to shares of the new controlling entity on substantially the same terms and subject to substantially the same conditions as the Unvested Rights with any appropriate amendments, including to defined terms and Performance Criteria; and
- (c) the extent to which, and the time at which, Unvested Rights will lapse (with the relevant Participant being treated as having never held any right or interest in those Unvested Rights from the time of lapse).

9 Re-organisation of Capital

- (a) In the event of any re-organisation of the issued ordinary capital of the Company or the equity interests in the Trust, the number of Rights (or the number of Stapled Securities subject to the Rights, or both) will be reconstructed to the extent necessary to comply with, and in accordance with, the Listing Rules applying to a re-organisation of capital at the time of the reorganisation (as their application in the circumstances is affected by any waiver granted by ASX).
- (b) If the Entity makes a bonus issue to holders of Stapled Securities (other than an issue in lieu of dividends or by way of dividend reinvestment pursuant to any securityholder election), the number of Stapled Securities that may be allocated to a Participant pursuant to Rights will include the number of bonus Stapled Securities that would have been allotted to the Participant if the Stapled Securities that were subject to the Rights prior to the application of this Rule in respect of that bonus issue had been allocated to the Participant before the record date for the bonus issue.
- (c) Subject to the Listing Rules and to Rules 9(a) and 9(b), the Board may, in its absolute discretion:
 - (i) adjust the number of Rights in relation to a Participant;
 - (ii) issue a further Plan Offer to a Participant in respect of additional Rights; or
 - (iii) determine that Stapled Securities will be allocated to a Participant in respect of some or all of their Unvested Rights and that their remaining Unvested Rights will wholly or partly lapse,

if the Board determines it is appropriate having regard to:

- (iv) a variation in the equity share capital of the Company or the equity interests in the Trust, including a capitalisation or rights issue, sub-division, consolidation or reduction of share capital;
 - (v) a demerger (in whatever form);
 - (vi) a special dividend to be paid to holders of all issued Stapled Securities; or
 - (vii) any other event that the Board determines appropriate.
- (d) Upon any adjustment being made pursuant to this Rule 9 the Board must notify each affected Participant in writing, informing them of the adjustment.
- (e) If the making of any adjustment contemplated by this Rule 9 does not result in a whole number of Rights or Stapled Securities, the number shall be rounded down to the nearest whole number.

10 Securities Trading Policy

For the avoidance of doubt, notwithstanding any other provision of these Rules, a Stapled Security allocated to a Participant under the Plan may not be disposed of by that Participant at any time when the Participant would be precluded from dealing in Stapled Securities pursuant to the Entity's internal regulations for dealings in its securities, or otherwise as determined by the Board.

11 Contracts of Employment and Other Employment Rights

11.1 Rules not part of employment contract etc

- (a) The Plan does not form part of any contract of employment or services between any Eligible Employee and any Group Entity.
- (b) The Plan may be terminated at any time at the discretion of the Board and no compensation under any employment or services contract will arise as a result.

11.2 Rights of Participants

Nothing in these Rules:

- (a) confers on any Eligible Employee or Participant the right to continue as an Employee;
- (b) confers on any Employee the right to become or remain an Eligible Employee or to participate in the Plan;
- (c) affects any rights which a Group Entity may have to terminate the employment of an Eligible Employee or Participant;
- (d) may be used to increase damages in any action brought against any Group Entity in respect of any such termination; or
- (e) confers any responsibility or liability on any Group Entity or its directors, officers, employees, representatives or agents in respect of any tax liabilities of the Eligible Employees or Participants.

12 Attorney

Each Participant, in consideration of a grant of Rights, shall be deemed to irrevocably appoint the Company and any person nominated from time to time by the Board (each an **Attorney**), severally as the Participant's attorney to complete and execute any documents relating to Rights and Stapled Securities granted, allocated, issued or acquired pursuant to the Plan and to do all acts or things on behalf of and in the name of the Participant which may be convenient or

necessary for the purpose of giving effect to the provisions of the terms and conditions of the Plan (including, without limitation, receiving a disclosure document in respect of, and accepting an offer for, an exchange of Unvested Rights for rights in another entity as contemplated by Rule 8), and the Participant shall be deemed to covenant that the Participant shall ratify and confirm any act or thing done pursuant to this power and shall release the Entity, the Board, each Group Entity and each Attorney from any liability whatsoever arising from the exercise of the powers conferred by this Rule and shall indemnify and hold harmless the Entity, the Board, each Group Entity and the Attorney in respect thereof.

13 Commencement, Suspension and Termination of the Plan

13.1 Plan commencement

The Plan commences with effect from the date of adoption by the Board.

13.2 Suspension or termination of the Plan

- (a) Subject to the Corporations Act, the Listing Rules and any other applicable law, the Plan may be terminated at any time by resolution of the Board.
- (b) In the event of a suspension or termination, these Rules will continue to operate with respect to any Rights granted under the Plan prior to that suspension or termination, and any Rights to be granted under the Plan as a result of any duly completed Plan Acceptance Form which has been received by the Entity prior to that suspension or termination.

14 Powers of the Board

The Plan will be managed by the Board, which will have power to:

- (a) determine appropriate procedures and make regulations for the administration of the Plan consistent with these Rules;
- (b) resolve and bind the Entity, the Participants and Eligible Employees absolutely regarding any question of fact, interpretation, effect or application arising in connection with the Plan;
- (c) determine matters falling for determination under these Rules in their absolute discretion having regard to the interests of, and for the benefit of, the Entity;
- (d) exercise the discretions conferred on them by these Rules or which may otherwise be required in relation to the Plan;
- (e) delegate to any one or more persons (for such period and on such conditions as they may determine) the exercise of any of their powers or discretions arising under the Plan; and
- (f) appoint or engage specialist service providers for the operation and administration of the Plan.

15 Amendment

15.1 General

Subject to Rule 15.2 and the Listing Rules, the Corporations Act and any other applicable law, these Rules may be amended at the direction of the Board so as to amend, add to, delete or otherwise vary these Rules at any time in any manner the Board thinks fit in its absolute discretion (**amendment**).

15.2 Limitation on amendments

No amendment to the provisions of these Rules may be made which reduces the rights of Participants, other than an amendment introduced primarily:

- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legislation or the Listing Rules;
- (b) to correct any manifest error or mistake; or
- (c) for the purpose of enabling Participants to receive a more favourable taxation treatment in respect of their participation in the Plan.

15.3 Error correction

- (a) In the event that any error or mistake has been made in relation to the number of Rights the subject of a Plan Offer, that Plan Offer shall be null and void and of no effect to the extent of any such error or mistake and the Board may, in its absolute discretion, correct such error or mistake, without the need to obtain consent from the relevant Eligible Employee or relevant Participant, by notice to the Eligible Employee or the Participant and, where appropriate, may issue an amended Plan Offer (with any Plan Acceptance Form previously submitted by the Eligible Employee or Participant in connection with the initial Plan Offer deemed to be amended accordingly).
- (b) The Board will notify the relevant Eligible Employee or Participant within a reasonable period after discovering and correcting the error or mistake.

16 Overriding Restriction

Notwithstanding any Rule, Rights and Stapled Securities may not be granted, issued, transferred or dealt with under the Plan if to do so would contravene the Corporations Act, the Listing Rules or any other applicable laws or where the compliance with any applicable law would in the opinion of the Board be unduly onerous or impractical.

17 Plan Costs

17.1 Acquisition and administration costs

Any brokerage, commission, stamp duty or other transaction costs in connection with any issue or transfer of Stapled Securities under the Plan will be paid by the Company but may be taken into account for the purposes of determining the number of Rights to be granted under the Plan.

17.2 Taxes

The Group has the power to withhold from amounts otherwise owing to a Participant, or to require a Participant to remit to it, an amount sufficient to satisfy all federal, state, local and foreign withholding tax requirements, and any other governmental imposts, in respect of any or all of the Participant's Rights or Stapled Securities allocated, or cash payments made, to that Participant under the Plan.

18 Waiver

No failure, delay, or indulgence by a party in exercising any power or right under these Rules shall operate as a waiver of such power or right. No single exercise of any power or right under these Rules shall preclude any other or future exercise of that (or any other) power or right.

19 Severance

If any provision of these Rules is rendered void, unenforceable or otherwise ineffective, such avoidance, unenforceability or ineffectiveness shall not affect the enforceability of the remaining provisions.

20 Notices

Any notice, instruction or direction given under or pursuant to these Rules:

- (a) is validly given if it is handed to the addressee, faxed to the address at the fax number last notified by that person or posted by ordinary prepaid post (first class air mail if to an overseas address) to the last known address of the addressee;
- (b) must be signed by the sender or a person duly authorised by the sender;
- (c) except as provided in paragraph (d), will be taken to have been given:
 - (i) in the case of personal delivery, when personally received;
 - (ii) in the case of post to a domestic address, three Business Days after posting;
 - (iii) in the case of post to an overseas address, seven Business Days after posting; or
 - (iv) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates that the fax was transmitted in its entirety to the fax number of the addressee,unless it is personally received or faxed after 5.00 pm any day, in which case it shall be deemed to be received or faxed on that next succeeding Business Day;
- (d) in the case of any Plan Acceptance Form, that form will not be taken to have been received by or on behalf of the Entity until it is actually received by the Entity at the address nominated from time to time by the Board.

21 Governing Law

These Rules are governed by the laws of New South Wales. The Entity and each Participant submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Rules.