



# AIRPORT



## 2013 SYD Sydney Airport Distribution Reinvestment Plan

# Features of the Distribution Reinvestment Plan

The SYD Distribution Reinvestment Plan is an easy and convenient way for Investors to increase their holding in SYD by reinvesting all or some of their Distribution in additional Stapled Securities.

Investors should give careful consideration to the information provided in relation to the Plan and their individual financial situation and objectives before electing to participate in the Plan. Information provided in relation to the Plan has not been prepared to address the particular financial circumstances of individual Investors. Investors should consider obtaining their own investment, tax, accounting or other advice prior to making an election to participate.

## Highlights

- All Investors in SYD with a registered address in Australia or New Zealand are eligible to participate in the Plan.
- Investors may make one of the following elections:
  - not participate in the Plan and receive cash Distributions – in which case Distributions will be paid in the normal way;
  - full participation in the Plan – Distributions on all Stapled Securities held by the Investor will be reinvested in Stapled Securities, which may be newly issued by SYD or purchased on-market (or a mixture of both) at SYD's discretion; or
  - partial participation in the Plan – Distributions on a specified number or percentage of Stapled Securities held by the Investor will be reinvested in Stapled Securities. The Distributions on the Investor's remaining Stapled Securities will be paid as a cash Distribution in the normal way.
- Participation in the Plan is optional. If an Investor does not elect to participate in the Plan, Distributions will automatically be paid to that Investor in the normal way. If an Investor does participate in the Plan, on each distribution payment date, the Distribution on that Investor's Participating Stapled Securities will be automatically reinvested in Stapled Securities in accordance with the Plan.
- Stapled Securities provided under the Plan will be provided at the Purchase Price. The Stapled Securities provided under the Plan will be free of brokerage, commission and stamp duty (under current laws).
- Stapled Securities provided under the Plan will rank equally in all respects with existing Stapled Securities.
- Investors may join or leave the Plan for any distribution period at any time by giving notice by 5.00pm (Sydney time) on the Distribution Record Date (Refer Clause 1.1 of the Terms and Conditions of the Plan).

Distribution Record Dates are currently 30 June and 31 December, or if these dates fall on a non-Business Day, the date of the preceding Business Day.

- A Plan Statement providing details of participation will be sent to each participating Investor after each distribution payment date.
- SYD may vary, terminate or suspend the Plan at any time.
- Investors who do not have a registered address in Australia or New Zealand are not eligible to participate in the Plan. Investors who do not have an Australian or New Zealand registered address will receive distributions made in the normal way.

## How to Participate in the Plan

In order to participate in the Plan, the application form enclosed with this booklet must be completed and returned to the Registrar, Computershare Investor Services Pty Limited.

Elections made by Investors in respect of their level of participation in the Plan will remain in effect for all future distributions unless varied by the delivery to the Registrar of another application form or following the suspension of the Plan for more than 2 years. Investors wishing to vary their participation in the Plan should notify the Registrar by completing an application form.

Investors wishing to withdraw completely from the Plan should notify the Registrar in writing.

## Availability of Documents

A copy of the following documents are available free of charge by contacting SYD at the address noted in this booklet. These documents are also available on the SYD website at [www.sydneyairport.com.au](http://www.sydneyairport.com.au).

- SYD's most recent financial accounts and annual report;
- SYD's Constitutions.

# Features of the Distribution Reinvestment Plan (continued)

## Taxation Considerations

Under current Australian income tax legislation, SYD understands that distributions reinvested will be treated in the same manner as if the Investor had received those distributions in cash. The Plan Statement issued following the payment of each distribution will show the amount of the Distribution. Plan Statements should be retained by Investors as a record.

If an Investor intends to participate in the Plan and has not lodged their Tax File Number (or, in some cases, their Australian Business Number) with the Registrar by the Distribution Record Date, Australian withholding tax may be deducted from the Distribution on the Investor's Participating Stapled Securities prior to the entitlement to new Stapled Securities being determined.

SYD will provide Investors with information to assist with the tax cost base allocation of the Purchase Price between as applicable:

- a. a unit in SAT1 and a unit in SAT2; or
- b. if the Scheme is implemented, the allocation between a unit in SAT1 and a share in SAL.

This information will be provided before the end of August each year. SYD does not take any responsibility for the tax liabilities of Participants and it is recommended that Investors obtain independent advice concerning their tax position.

## ASX Listing

SYD will apply for quotation of Stapled Securities issued under the Plan on ASX.

## Defined Terms

Terms defined in this section have the meanings set out in the Terms and Conditions.

# Terms and Conditions of the Distribution Reinvestment Plan

## 1. Definitions and Interpretations

1.1 When used in these Terms and Conditions, the words listed will, except to the extent that the context otherwise requires, have the following meanings:

**"ASX"** means ASX Limited (ACN 008 624 691) or as the context requires, the market operated by it.

**"ASX Operating Rules"** means the operating rules of ASX.

**"Business Day"** means a day which is a "Business Day" under the ASX Operating Rules.

**"Constitutions"** means as applicable:

- a. prior to the implementation of the Scheme, the trust deeds of SAT1 and SAT2 as amended from time to time; or
- b. following implementation of the Scheme, the trust deed of SAT1 and the constitution of SAL as amended from time to time.

**"Distribution"** means:

- a. prior to the implementation of the Scheme, amounts to be distributed to Investors pursuant to clause 11 of the SAT1 & SAT2 Constitutions; or
- b. following implementation of the Scheme, amounts to be distributed to Investors pursuant to clause 11 of the SAT1 Constitution and clause 17 of the SAL Constitution.

**"Distribution Period"** means a period for which income is calculated being presently the periods ending 30 June and 31 December.

**"Distribution Record Date"** means the date and time, as determined by SYD at which an Investor holds or is taken to hold Stapled Securities for the purpose of determining the entitlement of that Investor to Distributions for a Distribution Period.

**"Holding"** means a holding of Stapled Securities recorded in the Register.

**"Investor"** means a person holding Stapled Securities.

**"Participant"** means an Investor whose application to participate in the Plan has been accepted by SYD.

**"Participating Stapled Securities"** means such number of Stapled Securities of a Participant that are subject to the Plan.

**"Plan"** means SYD's Distribution Reinvestment Plan.

**"Plan Account"** means the plan account established by SYD and maintained by the Registrar for each Participant in accordance with these Terms and Conditions.

**"Plan Statement"** means a plan statement detailing:

- a. the number of the Participating Stapled Securities as at the end of the relevant Distribution Period. Distribution Periods currently end on 30 June and 31 December;
- b. the amount of the Distribution to which the Participant is entitled and which the Participant would have received in cash if the Investor had not participated in the Plan in respect of the Participating Stapled Securities;
- c. the Purchase Price of the Stapled Securities provided under the Plan;
- d. the number of Stapled Securities provided to the Investor under the Plan;
- e. such information, if any, as is required by law to be included in such a statement or to be given to the recipient of the statement; and
- f. such other information as SYD considers necessary.

**"Pricing Period"** means in respect of a particular Distribution the period of 10 Trading Days (or such other period of not less than 5 Trading Days as SYD may determine) ending on a day no later than the 5th Trading Day prior to the date scheduled for payment of that Distribution (or such other date as SYD may determine).

# Terms and Conditions of the Distribution Reinvestment Plan (continued)

**“Purchase Price”** of a Stapled Security to be allotted or transferred under the Plan means the average of the daily volume weighted average price of all sales of Stapled Securities recorded on ASX during the Pricing Period, not including any transaction classified under the ASX Operating Rules as a “Special Crossing”; crossings prior to the commencement of normal trading, crossings during the closing phase and after hours adjust phase, any overseas trades or trades pursuant to the exercise of options over Stapled Securities, any overnight crossings or any other sales which SYD considers may not be fairly reflective of normal supply and demand less the discount (if any) of not more than 10% of this amount determined by the directors of SYD, rounded down to four decimal places.

**“Register”** means the register of all Investors maintained by the Registrar.

**“Registered Address”** means the address of an Investor as shown in the Register.

**“Registrar”** means Computershare Investor Services Limited, Level 3, Carrington Street, Sydney, NSW 2000 or such other registrar as may be appointed by SYD from time to time.

**“Responsible Entity”** means, as applicable:

- a. prior to the implementation of the Scheme, Sydney Airport Holdings Limited as responsible entity of SAT1 and SAT2; or
- b. following implementation of the Scheme, The Trust Company (Sydney Airport) Limited as responsible entity of SAT1, or any successor responsible entity of SAT1.

**“SAL”** means Sydney Airport Limited (ACN 165 056 360).

**“SAT1”** means Sydney Airport Trust 1 (ASRN 099 597 921) or as the context requires, the Responsible Entity.

**“SAT2”** means Sydney Airport Trust 2 (ASRN 099 597 869) or as the context requires, the Responsible Entity.

**“Scheme”** means the proposed arrangement set out in the Explanatory Memorandum dated 25 October 2013 under which SAL will acquire all of the SAT2 units currently held by Investors conditional on, among other things, approval at the meeting of Investors scheduled to be held on 22 November 2013.

**“Stapled Security”** means, as applicable:

- a. prior to the implementation of the Scheme, one unit in SAT1 stapled to one unit in SAT2; or
- b. following implementation of the Scheme, one unit in SAT1 stapled to one share in SAL.

**“SYD”** means, as applicable:

- a. prior to the implementation of the Scheme, the stapled vehicle made up of SAT1 and SAT2; or
- b. following implementation of the Scheme, the stapled vehicle made up of SAT1 and SAL.

**“Trading Day”** means a day that is a trading day for the purposes of the ASX Operating Rules and which is a full day on which Stapled Securities are quoted on ASX, and not suspended from quotation or made subject to a trading halt.

1.2 Words importing the singular include the plural and vice versa, words importing any gender include other genders and “person” includes a corporation.

1.3 Headings are for convenience only and do not affect the interpretation.

1.4 Terms defined in the ASX Listing Rules have the same meaning in these terms and conditions

## 2. Participation in the Plan

2.1 Participation in the Plan is subject to these Terms and Conditions.

2.2 Participation in the Plan is optional.

2.3 The Plan is open to all Investors holding Stapled Securities in SYD who have a

Registered Address in Australia or New Zealand. Participation in the Plan must be in relation to each of the securities that make up an Investor’s Stapled Security, such that the Plan will apply to, as applicable:

- a. a Participant’s existing units in SAT1 and SAT2 (prior to the implementation of the Scheme); or
- b. a Participant’s existing units in SAT1 and shares in SAL (following implementation of the Scheme).

Securities issued or transferred to Participants under the plan will be issued or transferred as Stapled Securities.

2.4 SYD has discretion whether to allow distribution reinvestment and may vary, terminate or suspend the Plan at any time.

# Terms and Conditions of the Distribution Reinvestment Plan (continued)

## 3. Application to Participate

3.1 An Investor may apply to the Registrar to participate in the Plan by completing and signing an application form and returning it to the Registrar.

3.2 Where an Investor has more than one allocated holding on the Register, the Investor must complete an application form for each separate holding.

3.3 Subject to SYD's approval of the application, an application to participate in the Plan will be effective for the next distribution payment, provided that the application is received by the Registrar by 5.00pm (Sydney time) on the Distribution Record Date.

3.4 If Investors elect to participate in the Plan and the Scheme is implemented, that election will continue to be valid in relation to new Stapled Securities following implementation of the Scheme.

## 4. Degree of Participation

4.1 Participation in the Plan may be full or partial.

4.2 In the case of full participation, all Stapled Securities registered in the Participant's name from time to time will be subject to the Plan, including Stapled Securities issued or transferred to the Participant under the Plan, bonus Stapled Securities, Stapled Securities issued to the Participant pursuant to a rights issue, placement or Stapled Security purchase plan, and any subsequent purchases of Stapled Securities by the Investor.

4.3 In the case of partial participation only, the number or percentage of Stapled Securities specified by the Participant in the application form or in any subsequent notice together with bonus Stapled Securities and Stapled Securities subsequently issued or transferred to the Plan Participant under the Plan, will be subject to the Plan.

4.4 An Investor must specify on the application form the degree of participation by either:

- a. placing a tick in the box marked full participation; or
- b. specifying the number or percentage of Stapled Securities that will participate in the Plan.

4.5 If an application form received by the Registrar does not indicate the degree of participation it will be deemed to be an application for full participation.

4.6 Where:

- a. the number of Stapled Securities registered in the name of a Participant at the Distribution Record Date is less than the number of Stapled Securities nominated by the Investor in the application form to be subject to the Plan; and
- b. the Participant has specified that a number (not a percentage) of Stapled Securities be subject to the plan in accordance with clause 4.4(b) above;

then all of the Stapled Securities registered in the name of the Participant at the Record Date will be subject to the Plan.

# Terms and Conditions of the Distribution Reinvestment Plan (continued)

## 5. Operation of the Plan

5.1 SYD may, at its discretion, either issue new Stapled Securities to Participants or cause existing Stapled Securities to be acquired in the market for transfer to Participants (or undertake a combination of both options), to satisfy its obligations under the Plan.

5.2 If SYD determines to cause the transfer of Stapled Securities to Participants, those Stapled Securities may be acquired in the market in the manner SYD considers appropriate.

5.3 A Participant shall be deemed to have:

- a. directed SYD to apply the cash distribution that is available for payment to the Participant in relation to the Participating Stapled Securities of the Participant on the Distribution Record Date (less any applicable withholding or income tax, stamp duty or any other amount then payable by the Participant to SYD) towards the Purchase Price of further Stapled Securities;
- b. authorised SYD to subscribe for, acquire or procure the acquisition of Stapled Securities on the Participant's behalf; and
- c. agreed to be bound by the Constitutions in respect of all the Stapled Securities issued or transferred to the Participant under the Plan.

5.4 Stapled Securities will be allotted or transferred to Participants at the Purchase Price.

5.5 SYD will establish and the Registrar will maintain a Plan Account for each Participant.

5.6 SYD will:

- a. calculate the maximum whole number of Stapled Securities which could be acquired at the Purchase Price by each Participant by the following formula and rounding that number down to the nearest whole number:

$$\frac{D - T + R}{P}$$

where:

**D** is the cash distribution that is available for payment to the Participant in relation to the Participating Stapled Securities of the Participant on the Distribution Record Date

**T** is any applicable withholding or income tax, stamp duty or any other amount then payable by the Participant to SYD

**R** is the residual credit balance carried forward in the Participant's Plan Account

**P** is the Purchase Price

- b. on behalf of and in the name of the Participant, subscribe for, transfer or procure the transfer of that number of additional Stapled Securities determined under clause 5.6(a) and debit the Participant's Plan Account with the aggregate Purchase Price of the Stapled Securities subscribed for or transferred;
- c. (c) issue, transfer or procure the transfer of that number of Stapled Securities determined under clause 5.6(c) to the Participant; and
- d. (d) retain in the Participant's Plan Account any credit balance remaining after the issue or transfer of Stapled Securities under clause 5.6(c) until the payment of the next distribution when that amount will be aggregated with any further distribution credited to the Participant's Plan Account.

5.7 No interest will accrue to a Participant in relation to any credit balance retained in the Participant's Plan Account.

5.8 Stapled Securities issued or transferred under the Plan will be recorded as acquired by Participants at the Purchase Price and will be credited as fully paid.

5.9 Where a Participant ceases to participate in the Plan for any reason, including under clause 8, 9 or 12 of the Plan or where the Plan is terminated, then SYD will retain any credit balance in the Participant's Plan Account.

# Terms and Conditions of the Distribution Reinvestment Plan (continued)

## 6. Stapled Securities provided under the Plan

6.1 Stapled Securities issued under the Plan will be allotted in accordance with these Terms and Conditions and the Constitutions and will rank equally in all respects with existing Stapled Securities as from the date of issue.

6.2 Stapled Securities issued or transferred to a Participant under the Plan will be registered on the Register.

6.3 Stapled Securities issued or transferred under the Plan will be allocated in accordance with the Constitutions and any disclosure document that is current at the time of the allocation.

6.4 A security holding statement will be sent to each Participant within 30 days from the date of allotment or transfer of Stapled Securities provided under the Plan specifying the number of Stapled Securities allotted or transferred to the Participant and the amount of the Distribution represented by the Stapled Securities.

## 7. Cost to Participants

7.1 Subject to clause 7.2 no brokerage, commission or other transaction costs will be payable by a Participant in respect of Stapled Securities issued or transferred under the Plan.

7.2 In the event of a change in the existing legislation so that at the date of any issue, stamp duty is payable in any Australian state jurisdiction in respect of the issue, the amount of such stamp duty shall be paid by the Participant to whom the Stapled Securities are issued and will be debited to that Participant's Plan Account.

## 8. Variation and Termination of Participation

8.1 A Participant may at any time give notice (in the form of an application form) to the Registrar either:

- a. increasing or decreasing the number or percentage of Participating Stapled Securities; or
- b. terminating participation in the Plan.

8.2 An application varying or terminating a Participant's participation in the Plan will be effective for the next distribution payment, provided that the application is received by the Registrar by 5.00pm (Sydney time) on the Distribution Record Date.

8.3 If the Registrar receives written notice of the death of a Participant, such notice will terminate the participation in the Plan of that Participant and of all other Participants (if any) with whom that deceased Participant was a joint Participant.

8.4 Subject to the law, if SYD acts in good faith and without gross negligence, SYD will not be liable in contract, tort or otherwise to any Participant for any loss suffered in any way relating to the Plan including any claim:

- a. arising out of a failure to terminate a Participant's participation in the Plan on the Participant's death prior to receipt of a notice in writing of such death; and
- b. with respect to the prices at which the Stapled Securities are allotted or transferred.

## 9. Alteration or Termination of Participation Where No Notice is Given

9.1 Where a Participant disposes of part of its holding of Stapled Securities and does not give notice, then:

- a. if the number of Stapled Securities disposed of is less than the number of the Participant's non-Participating Stapled Securities then the Stapled Securities disposed of will be deemed to be non-Participating Stapled Securities; and
- b. if the number of Stapled Securities disposed of is greater than the number of the participant's non-Participating Stapled Securities, then the Stapled Securities disposed of will be deemed to be all of the non-Participating Stapled Securities plus any additional number of Participating Stapled Securities as may be necessary to equal in aggregate the total number of Stapled Securities disposed of.

9.2 Where a Participant disposes of all its Stapled Securities without giving the Registrar notice of termination of participation in the Plan, the Participant will be deemed to have given notice of termination of participation in the Plan on the last date on which the Registrar registered a transfer or instrument of disposal of the Stapled Securities.

9.3 Where a Participant changes their Registered Address so that it is no longer in Australia or New Zealand, the Participant will be deemed to have given notice of termination of participation in the Plan effective from the date of receipt by the Registrar of notification of the change.



# Terms and Conditions of the Distribution Reinvestment Plan (continued)

## 10. Plan Statement

10.1 The Registrar, when sending distribution advices will send to each Participant a Plan Statement providing, at the relevant date, full details of the Participant's Plan Account and transactions pursuant to the Plan.

## 11. Applications and Notices

11.1 Applications and notices under the Plan may be electronic including being made by accessing the Registry website or by completing the relevant form provided by the Registry or as otherwise determined by SYD. Applications and notices shall be lodged at such place as SYD may from time to time require.

11.2 Applications and notices (other than notices of death, bankruptcy or liquidation) in respect of Stapled Securities registered in joint names need only be signed by one of the registered holders of those Stapled Securities.

11.3 Applications and notices will take effect on and from the date on which they are received by the Registrar provided that:

- a. an application to participate in the Plan is not effective until it has been accepted by SYD; and
- b. applications and notices received by the Registrar after 5.00pm (Sydney time) on the Distribution Record Date will not be effective in relation to that distribution but will be effective for subsequent distributions.

## 12. SYD's powers to modify or terminate the Plan

12.1 SYD may at any time:

- a. modify, vary or amend the Plan;
- b. suspend the operation of the Plan from time to time for any period; or
- c. by first giving one month's notice to Investors, terminate the Plan to take effect at the end of that period of one month.

12.2 If the Plan is suspended, each Participant's participation in the Plan is also suspended and all Stapled Securities will be deemed to be non-Participating Stapled Securities for the purpose of any distribution paid while the Plan is suspended.

12.3 If the Plan is suspended for:

- a. less than 2 years then upon reinstatement of the Plan a Participant's participation in the Plan will be reinstated subject to any variation or termination of a Participant's participation under the Plan received by the Registrar by 5.00pm (Sydney time) on the first Distribution Record Date after reinstatement of the Plan; or
- b. more than 2 years then each Participant will be deemed to have terminated their participation in the Plan.

12.4 The accidental omission to give to an Investor a notice of modification, variation, amendment, suspension or termination of the Plan, or non-receipt of such a notice by an Investor, does not invalidate the modification, amendment, variation, suspension or termination of the Plan.

## 13. Taxation

13.1 SYD does not make any representation or warranty in respect of, or accept any responsibility for, the liability of Participants to the payment of tax or stamp duty in respect of any issue of Stapled Securities, payment or other transaction pursuant to the Plan.

# Terms and Conditions of the Distribution Reinvestment Plan (continued)

## 14. Underwriting of the Plan

14.1 The Plan may be partially or fully underwritten from time to time at SYD's discretion.

## 15. SYD's Discretion

15.1 An election made by an Investor in an application form comes into force when the application is approved by SYD and, until then, the election creates no rights or liabilities.

15.2 Approval of an application may be given or withheld by SYD at its absolute discretion.

15.3 Approval of an application will be withheld by SYD where, in its opinion, approval of it would prejudice the effective operation of the Plan, would result in a breach of any law or would otherwise be contrary to SYD's interests.

15.4 SYD may reduce the degree of participation of an Investor in the Plan at any time in its absolute discretion. If an Investor's level of participation is reduced, the Investor will receive cash distributions in the normal way in respect of all of that Investor's Stapled Securities which are not participating in the Plan.

15.5 SYD is not required to state any reason for withholding approval or for reducing an Investor's level of participation in the Plan.

15.6 Where approval of an application is withheld or the degree of participation is reduced, SYD will notify that Investor.

## 16. Governing law

16.1 The Plan and these Terms and Conditions are governed by the laws of New South Wales.

# Directory

## **Sydney Airport Holdings Limited**

as Responsible Entity for Sydney Airport Trust 1 and Sydney  
Airport Trust 2  
Central Terrace Building  
10 Arrivals Court  
Sydney International Airport NSW 2020  
Australia

Telephone: (02) 9667 9871 or 1800 181 895

Fax: (02) 8338 4931

## **Registrar**

Computershare Investor Services Pty Limited  
GPO Box 2975  
Melbourne VIC 3001  
Australia

Telephone: 1800 102 368 or (613) 9415 4195 if calling from overseas

Fax: (613) 8234 5050

## **Sydney Airport Limited**

Central Terrace Building  
10 Arrivals Court  
Sydney International Airport NSW 2020  
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