

DIVIDEND REINVESTMENT PLAN

SUMMARY OF MAIN FEATURES

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DRP RULES

PROGRAMMED MAINTENANCE SERVICES LIMITED
ABN: 61 054 742 264

Created: June 2002
Amended: December 2008

SUMMARY OF MAIN FEATURES

DIVIDEND REINVESTMENT PLAN

Set out below is a summary of the main features of the Dividend Reinvestment Plan (“the Plan”). Shareholders should consider the Rules of the Plan set out on pages X to X before deciding whether to participate.

Increased Shareholding

The Plan is an optional and convenient way of increasing the number of shares owned in Programmed Maintenance Services Limited.

Eligibility

All shareholders who hold fully paid ordinary shares in the Company and have a registered address in Australia or in such other countries as are approved by the directors from time to time are eligible to participate in the Plan.

Participation is Optional

Participation is entirely optional. A shareholder may join the Plan, vary participation, or withdraw from it at any time (subject to the necessary notice period).

Participation

Participants have the following options:-

- (a) Full participation – the dividend on all fully paid ordinary shares held by the shareholder is reinvested in new shares; or
- (b) Partial participation – the dividend on a specified percentage of the shareholder’s share or on the number of shares specified or a by the shareholder is reinvested in new shares. The dividend on the remaining (non-participating) shares will be paid as directed by the shareholder.

In the case of full participation, shares issued under the Plan will be added to the shares already participating in the Plan. In the case of partial participation, shares issued under the Plan are eligible for participation at the shareholder’s discretion on lodgement of a Notice of Variation.

Issue Price

Shares will be issued under the Plan at a discount determined by the Directors to the weighted average ex-dividend market price in the five trading days commencing on the



second trading day following the Record Date (as determined in clause 5 of the Rules) and are allotted free of brokerage, commission and stamp duty costs.

Entitlement Rounded Down

Where the allotment formula results in a fraction of a share, the entitlement is rounded down to the nearest whole number of shares. Balances are carried forward.

Ranking for Dividend

Shares allocated under the Plan rank equally with existing shares.

Statement

A statement is sent following each dividend payment, detailing participation in the Plan.

Sale of Shares

Shares participating in the Plan, or shares allotted under the Plan, may be sold at any time. Shares participating in the Plan which are transferred will be withdrawn from the Plan automatically following the receipt of a valid transfer document by the Company.

In the absence of notification to the contrary, shareholders who participate in the Plan in respect of only part of their shares will have future disposals deducted from their shareholding in the following order:-

1. Non-participating shares; and
2. Participating shares.

Taxation

Under the Plan, the dividend is reinvested in new shares in the Company. Under current Australian taxation legislation, this dividend is assessable income but any franking credits attached to the dividend can be used to offset any tax payable. The sale of shares acquired under the Plan will be subject to capital gains tax provisions. Plan statements should be retained for tax purposes.

The Company recommends that intending participants obtain professional legal and financial advice if required.

Variation of the Plan

The Directors have the right to modify, vary, suspend or terminate the Plan at their discretion, subject to the Constitution of the Company.

Stock Exchange Listing

Application will be made for quotation to the Australian Stock Exchange Limited of shares issued under the Plan.

How to Enter the Plan



If you wish to participate in the Plan, please login to Computershare's investor centre by accessing the web address as following: <http://www.investorcentre.com/au> and update to indicate your DRP nomination at your earliest convenience. If you do not have internet access, please contact our Share Registry, Computershare Investor Services Call Centre (contact details shown below).

Participation will commence with the first dividend payment after the receipt of the participation advice from the shareholder.

Enquiries

If you wish to enquire about the Plan, please contact the Company's Share Registry at the following location:

Computershare Investor Services Pty. Limited
Yarra Falls
452 Johnston Street
ABBOTSFORD VIC 3067

Enquiries within Australia: 1300 85 05 05
Enquiries outside Australia; +61 3 9415 5000
Facsimile: (03) 9611 5710
E-mail: web.queries@computershare.com.au
Website: www.computershare.com



PROGRAMMED
Group

PROGRAMMED MAINTENANCE SERVICES LIMITED
ABN: 61 054 742 264

DIVIDEND REINVESTMENT PLAN

RULES

1. Definitions and Interpretation

1.1 Definitions

In these Rules:

Application means the application to participate in the Plan in the form that the Directors approve from time to time.

ASX means the Australian Stock Exchange Limited.

Company means Programmed Maintenance Services Limited ABN 61 054 742 264.

Constitution means the Constitution of the Company.

Directors means the directors of the Company.

Dividend means a cash dividend or cash component of a dividend paid by the Company.

DRP Shares means the Shares registered in the name of a Holder which are designated by the Holder as Shares the dividend on which is to be applied in subscribing for Shares under the Plan or are otherwise deemed to be by these Rules.

Eligible Holder means a person registered as the Holder of Shares other than a person with a registered address in any place where, in the opinion of the Directors, participation in the Plan or the making of an offer or invitation to participate in the Plan would be unlawful or would require the issue of a prospectus.

Holder means a person holding Shares.

Listing Rules means the Listing Rules of the ASX from time to time.

Notice of Variation means a notice in the form that the Directors approve from time to time for a Participant to increase or decrease the number of the Participant's DRP Shares or to terminate the Participant's participation.

Participant means an Eligible Holder whose Application in respect of Shares held by that Eligible Holder has been accepted by the Directors.

Participant's Plan Account means the account established pursuant to clause 5.

Plan means the Programmed Maintenance Services Dividend Reinvestment Plan of which these are the Rules.

Record Date means the date nominated by the Directors for the purpose of identifying the Holders who are entitled to receive a dividend at that date.

Register means the register of Holders maintained by the Registry.

Registry means the person contracted by the Company to maintain the Register.

Shareholding Account means an Eligible Holder's account of his Shares with the Company.

Shares means ordinary shares in the capital of the Company.

1.2 Interpretation

In this Plan, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (d) a word or expression in these terms and conditions which is defined in the Constitution has the same meaning; and
- (e) any notice given to a Holder shall be given in the manner prescribed by the Constitution.

2. Applications

2.1 Only an Eligible Holder may participate in the Plan.

2.2 Participation in the Plan is:

- (f) optional;
- (g) not transferable; and
- (h) subject to these Rules (as amended from time to time).

2.3 Every Eligible Holder who wishes to participate in the Plan must lodge an Application duly completed and executed with the Registry by 5:00pm on relevant Record Date.

2.4 All joint Holders must sign an Application.

2.5 An Application must be lodged for each Shareholding Account and each Shareholding Account will be treated separately under the Plan.

2.6 The Directors are not obliged to correct or amend a defective Application.

3. Level of Participation

3.1 Each Application must specify the level at which an Eligible Holder wishes to participate in the Plan.

3.2 Subject to any minimum number of Shares determined by the Directors from time to time participation may be either in respect of:

(a) all the Participant's Shares from time to time (including Shares allotted under the Plan); or

(b) a specific number of Shares nominated by the Participant (together with the Shares allotted under the Plan).

3.3 If at the Record Date the number of the Shares held by the Participant is less than the number nominated by the Participant then the Plan will only apply to the Shares held by the Participant.

3.4 An Application which does not specify the level of participation will be deemed to be an application for full participation.

3.5 Where a Holder is a full Participant all Shares subsequently acquired by the Holder by any means shall be DRP Shares.

3.6 Where a Holder is a partial Participant Shares subsequently acquired by the Holder shall only be DRP Shares to the extent that the Holder so elects in a Notice of Variation in accordance with clause 8.

3.7 The Directors reserve the right to set a maximum level of participation from time to time.

4. Acceptance of Applications

4.1 The Directors may in their absolute discretion accept or refuse any Application without being bound to give any reason.

4.2 The Company will record for each Shareholding Account of each Participant:

(a) the name and address of the Participant; and

(b) the number of Plan Shares held by the Participant.

4.3 The Company's records are conclusive evidence of the information recorded.

5. Allotment Price of DRP Shares

- 5.1 The Directors will establish and maintain a Plan Account for each Shareholding Account of each Participant.
- 5.2 The Directors will in respect of each Dividend payable to a Participant:
- (a) determine the amount payable in respect of the Participant's DRP Shares;
 - (b) deduct any applicable withholding tax in respect of the Dividend and any other sum the Company is entitled to retain;
 - (c) credit the amount in subclause (a) and debit any amount in subclause (b) of the Participant's Plan Account;
 - (d) determine the whole number of Shares which can be acquired under Rules by dividing the amount in the Participant's Plan Account by the price of each DRP share as determined in accordance with subclause (e); and
 - (e) the price of each Share to be issued under clause 5.2(d) will be the weighted average market price (rounded to the nearest cent) of all fully paid Shares sold on the ASX during the period of five trading days commencing on the second trading day after the relevant Record Date, calculated by the Directors and/or their suitably qualified nominee, less a discount of up to a maximum of 10% as the Directors may determine.

6. Allotments under DRP

- 6.1 The Directors will subscribe for the number of Shares calculated pursuant to clause 5.2(d) in the name of the Participant and debit the value of those shares at the price calculated under clause 5.2(e) against the Participant's Plan Account.
- 6.2 The Directors will allot additional Shares to the Participant where the additional Shares will:
- (a) be allotted in accordance with the Listing Rules;
 - (b) rank equally with other fully paid Shares;
 - (c) be registered on the Register;
 - (d) be the subject of a prompt application for quotation on the ASX; and
 - (e) not be the subject of any brokerage, commission or other transaction costs (including stamp duty).
- 6.3 The Directors, unless compelled by law, need not recognise any person as owner of additional Shares issued under the Plan who is not the Holder of the DRP Shares in respect of which the additional Shares are issued.

7. Statement to Participants

- 7.1 As soon as practicable after each allotment of Shares under the Plan, the Company will send to each Participant, for each Shareholding Account, a statement setting out:
- (a) the number of the Participant's DRP Shares on the Closing Date for the relevant Dividend;
 - (b) the Dividend payable in respect of that Participant's DRP Shares which has been applied towards subscription for additional Shares;
 - (c) the number and issue price of additional Shares allotted to that Participant under the Plan;
 - (d) the number of Shares (including DRP Shares) in respect of which that Participant is the Holder after the allotment;
 - (e) the deductions for withholding tax and any other sum the Company is entitled to retain;
 - (f) the amount of the Participant's residual positive balance in the Participant's Plan Account; and
 - (g) the extent to which the relevant Dividend is franked.

8. Variation to Participation

- 8.1 A Participant may at any time increase or decrease the number of DRP Shares by lodging a duly completed and executed Notice of Variation.
- 8.2 If a Notice of Variation decreases or increases the level of participation in the Plan to below full participation only that number of Shares specified in the Notice of Variation will be DRP Shares and no after-acquired Shares will be DRP Shares.
- 8.3 If a Notice of Variation increases the level of participation in the DRP to full participation all of the Participant's Shares as at the date of the Notice of Variation and all shares subsequently acquired by the Participant (including Shares allotted under the DRP) shall be DRP Shares.
- 8.4 The Notice of Variation must be received by the Company by 5:00pm on the relevant Record Date to participate in the relevant dividend.

9. Termination of Participation



9.1 A Participant may at any time prior to the relevant Record Date terminate his participation in the Plan by lodging a duly completed and executed Notice of Variation.

9.2 Where a Participant has terminated participation in the Plan the Directors shall either:

- (a) prior to the payment of the next dividend; or
- (b) at the written request of the Participant,

whichever first occurs pay the Participant any residual balance in the Participant's Plan Account in the same manner as if the payments were a Dividend.

9.3 If a Participant dies, participation by that Participant and any other Participants with whom the deceased was a joint Participant will terminate upon receipt by the Company of notice of death of that Participant.

10. Disposals of Shares

10.1 Where a Participant disposes of part of the Participant's Shares and does not notify the Company otherwise, the Shares disposed of will, to the extent possible, be taken in the first instance to be Shares which are not DRP shares. If the Participant has specified partial participation and the remaining Shares are less than the number specified for participation, the Participant will be treated as having elected for full participation until such time as the Participant's holding exceeds the number of Shares previously specified for partial participation.

10.2 Where a Participant disposes of all of the DRP Shares and does not notify the Company otherwise, the Participant's participation in the Plan will be deemed to have terminated on the last date when the Company registered a transfer or instrument of disposal of the DRP Shares.

11. Administration, Modification, Suspension and Termination

11.1 The Plan will be administered by the Directors.

11.2 The Directors are empowered to determine procedures for administration of the Plan consistent with these Terms and Conditions.

11.3 The Directors may, at any time, modify, suspend or terminate the Plan which shall be effective on notification in writing to the Participant thereof.

11.4 The accidental omission to notify or the non-receipt of notification by the Participant will not invalidate the modification, suspension or termination of the Plan.

11.5 Any dispute arising under or in relation to the Plan may be settled by the Directors in such manner as the Directors think appropriate and any determination made by the Directors shall be final and binding.



11.6 The Directors may delegate the exercise of any of their powers or directions under the Plan to such persons as they shall nominate.

11.7 The Directors, the Company, its officers and employees are not responsible or liable to any Eligible Holder for any loss, damage, claim, error or tax arising from participation or failure to participate in the Plan.