

**DUET GROUP
DIVIDEND AND DISTRIBUTION REINVESTMENT PLAN**



AMPCI Macquarie Infrastructure Management No.1 Limited (ABN 99 108 013 672) as responsible entity of Diversified Utility and Energy Trust No.1 (ARSN 109 363 037), AMPCI Macquarie Infrastructure Management No.2 Limited (ABN 15 108 014 062) as responsible entity of Diversified Utility and Energy Trust No.2 (ARSN 109 363 135), Diversified Utility and Energy Trust No.3 (ARSN 124 997 986), and DUET Investment Holdings Limited (ABN 22 120 456 573) (together referred to herein as Issuers).

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This document is not investment or tax advice and does not take into account the investment objectives, financial situation and particular needs of an investor. You should consult your financial or other professional adviser prior to making a decision on whether or not to participate in the Plan.

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DUET GROUP DIRECTORY

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AMPCI Macquarie Infrastructure Management No.2 Limited
DUET Investment Holdings Limited

Level 12
No.1 Martin Place
Sydney NSW 2000
Australia

Telephone: (612) 8232 4491 or 1800 005 049
Fax: (612) 8232 4713
Web: www.duet.net.au

Registrar

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

Telephone: 1800 009 874 or (613) 9415 4189 if calling from overseas
Fax: (613) 9473 2500

CONTENTS

Summary of the Plan	4
How to join the Plan	5
Level of participation	5
Entitlement	5
Statements	5
Sales of Stapled Securities	6
Costs	6
ASX listing	6
Taxation	6
Stapling	6
Variation of the Plan	6
Further information	7
Rules of the Plan	8

SUMMARY OF THE PLAN

The DUET Group Dividend and Distribution Reinvestment Plan (**Plan**) provides holders of DUET Group stapled securities (**Stapled Securities**) with a convenient method of reinvesting all or a part of their distributions and dividends (**Distributions**) in additional Stapled Securities, as follows:

- If you elect to participate in the Plan, at each Distribution payment date, the Distribution otherwise payable on your Stapled Securities participating in the Plan together with any residual balance brought forward from the previous Distribution, will be reinvested in new Stapled Securities which may be newly issued by the Issuers (as defined below) or purchased on-market (or a mixture of both) at the Issuers' discretion.
- These new Stapled Securities are issued or transferred at the average of the daily volume weighted average price, determined under the DUET Group constitutions, of all sales of Stapled Securities recorded on the ASX during the ten trading days (or such other period of not less than five trading days as the Issuers may determine) ending on the fifth trading day prior to the date scheduled for payment of the relevant Distribution (or such other date as the Issuers may determine), not including sales arising from certain excluded transactions, (unless the Issuers reasonably determine that this calculation does not provide a fair reflection of the market price of the Stapled Securities during this period in which event the price shall be the market price of the Stapled Securities as determined by an expert independent of the Issuers) less such discount (if any) as determined by the Issuers from time to time (not exceeding 10%) (**Acquisition Price**).
- The Record Date for a Distribution is the end of the half financial year to which the Distribution relates, being 30 June and 31 December.
- Participating Security Holders (**Participants**) may vary the level of participation or withdraw from the Plan by completing and returning a Notice of Variation so as to be received by the Security Registrar on or before the Record Date for that Distribution. Participants may sell any of their Stapled Securities at any time.

The Plan will be administered for Diversified Utility and Energy Trust No.1 (**DUET1**), Diversified Utility and Energy Trust No.2 (**DUET2**) and Diversified Utility and Energy Trust No.3 (**DUET3**) by their responsible entities, AMPCI Macquarie Infrastructure Management No.1 Limited (as responsible entity of DUET1) and AMPCI Macquarie Infrastructure Management No.2 Limited (as responsible entity of DUET2 and DUET3), and by DUET Investment Holdings Limited (**DIHL**) (together **Issuers**). The Issuers may decide for which Distributions, if any, the Plan is available.

Some of the more specific features of the Plan are now explained in more detail. The rules of the Plan (**Plan Rules**) are set out on pages 8 to 15 of this booklet.

Stapled Securities issued under the Plan will be allotted in accordance with the constitutions of DUET1, DUET2, DUET3 and DIHL and any disclosure document that is current at the time of the allotment.

A security holding statement will be sent to each Participant within 30 days from the date of allotment of Stapled Securities issued under the Plan specifying the number of Stapled Securities allotted to the Participant and the amount of the Distribution.

HOW TO JOIN THE PLAN

Simply complete and sign the Application form, which is enclosed with this booklet, specifying whether you wish full or limited participation and return the Application form to the Registrar at the address shown on the form. If you elect limited participation you will have to nominate how many of your Stapled Securities are to participate in the Plan. All Security Holders whose registered addresses are in Australia or New Zealand are eligible to participate in the Plan. Security Holders whose registered addresses are outside Australia or New Zealand may not participate in the Plan unless the Issuers are satisfied that the issue or transfer of Stapled Securities to them under the Plan is lawful and practicable.

LEVEL OF PARTICIPATION

Subject to the right of the Issuers to specify a minimum and/or maximum number of Stapled Securities for participation in the Plan, Security Holders may elect to participate in the Plan in respect of all or part of their holding and, subject to the terms of the Plan, may vary the level of participation or withdraw from the Plan by written Notice of Variation as provided in the Plan Rules. Stapled Securities issued or transferred under the Plan will be deemed to participate in the Plan for the purposes of future Distribution payments, unless varied by the provision of a Notice of Variation by a participating Security Holder.

ENTITLEMENT

Subject to adjustments that may have to be made because of Stapling, participating Security Holders will be entitled, on each Distribution payment date, to be issued or transferred that whole number equal or nearest to the number of Stapled Securities (after deducting any withholding tax or other amount to be withheld) which the cash Distribution on participating Stapled Securities would purchase at the Acquisition Price. If there is any residual balance left over after Stapled Securities have been issued or transferred under the Plan, it will, at the election of the Issuers, either be carried forward to the next Distribution and added to that Distribution entitlement in determining the number of additional Stapled Securities to be issued or transferred under the Plan or be paid to the Participant. No interest will accrue in respect of residual balances.

STATEMENTS

Each Participant will be sent a statement as at each Distribution payment date, giving details of the Participant's participation in the Plan.

Stapled Securities issued or transferred under the Plan will rank equally with existing issued fully paid Stapled Securities of the DUET Group.

SALES OF STAPLED SECURITIES

Stapled Securities participating in the Plan or Stapled Securities issued or transferred under the Plan may be sold at any time. Should you sell any participating Stapled Securities before the Record Date, you should inform your broker that the Stapled Securities are participating in the Plan. You should also immediately send a Notice of Variation to the Registrar withdrawing those Stapled Securities from the Plan. Should you terminate your participation in the Plan (or should the Plan terminate) any residual cash balances will become an asset of the DUET Group.

Note: Participating Stapled Securities sold after the Record Date for a relevant Distribution will remain subject to the Plan for that Distribution unless Plan participation is altered or cancelled by the Participant providing a Notice of Variation prior to that Record Date.

COSTS

There are no brokerage or other transaction costs payable by Participants on Stapled Securities issued or transferred under the Plan. Under present law, no stamp or other duties are payable.

ASX LISTING

Application will be made for ASX quotation of Stapled Securities issued under the Plan.

TAXATION

Participants may be liable to include Distributions reinvested under the Plan in their taxable income on the same basis as if those Distributions had been received in cash. If in doubt you should consult your financial adviser. The Issuers do not take responsibility for the taxation liabilities of Participants. We recommend that you obtain professional taxation advice on these matters. Security Holders who are resident overseas are advised to make inquiries about their tax liabilities in their country of residence.

STAPLING

This Plan will only operate while Stapling applies.

Units in DUET1, DUET2 and DUET3 and shares in DIHL may only be issued or transferred under this Plan in identical numbers stapled together.

Income distributions on units in DUET1, DUET2 and DUET3 and dividends in DIHL Shares may be pooled for the purpose of calculating a Participant's entitlement to additional Stapled Securities under the Plan.

VARIATION OF THE PLAN

The Issuers have the right to modify, vary, suspend or terminate the Plan at their discretion subject to the Plan Rules.

FURTHER INFORMATION

Further information concerning the operation of the Plan can be obtained from the Registrar:

Computershare Investor Services Pty Limited
GPO Box 2975
Melbourne VIC 3001

or

Level 3
60 Carrington Street
Sydney NSW 2000
Tel: 1800 009 874 (within Australia)
Tel: (613) 9415 4189 (outside Australia)
Fax No: (613) 9473 2500
www.computershare.com

A copy of the following documents are available free of charge by contacting the DUET Group at the address noted in this booklet:

- the most recent annual report and financial statements of DUET Group
- the constitutions of DUET1, DUET2, DUET3 and DIHL (as amended from time to time)
- any current disclosure document relating to the Stapled Securities.

You should read the detailed Plan Rules set out on the following pages and not rely on this summary. In the event of any inconsistency between the Plan Rules and this summary, the Plan Rules will prevail. If in doubt, consult your legal or financial adviser before deciding whether to participate. An acquisition of Stapled Securities issued or transferred under this Plan may not be an acquisition of securities exempt from section 606 of the Corporations Act.

RULES OF THE PLAN

1. Participation

- 1.1 Participation is optional and not transferable.
- 1.2 All Security Holders whose registered address is in Australia or New Zealand are eligible to participate in the Plan. Security Holders whose registered address is outside Australia or New Zealand may not participate in the Plan unless the Issuers are satisfied that the issue or transfer of Stapled Securities to them under the Plan is lawful and practicable.
- 1.3 Every Security Holder who wishes to participate in the Plan must lodge an Application with the Registrar.
- 1.4 Each Application received by the Registrar will be effective in respect of the first Distribution payment after receipt of the Application, provided it is received on or before the Record Date for that Distribution.
- 1.5 An Application by joint holders of Stapled Securities must be signed by all joint holders.
- 1.6 An Application must be lodged for each Stapled Security holding account and each Stapled Security holding account of a Security Holder will be treated separately for all purposes under the Plan.

2. Level of Participation

- 2.1 A Security Holder must specify on the Application the extent to which the Security Holder wishes to participate in the Plan in respect of the nominated account. Participation in the Plan may be either:
 - (a) full participation for the whole of that Security Holder's holding from time to time however acquired (including Stapled Securities issued or transferred under the Plan); or
 - (b) limited participation for a nominated number of that Security Holder's Stapled Securities. If at the Record Date for a Distribution the number of Stapled Securities held by the Participant is less than the nominated number, then the Plan will apply only to such lesser number for that Distribution. If a Participant disposes of part of its holding, the Stapled Securities disposed of are taken to be, first, Stapled Securities not participating in the Plan and, second, Stapled Securities participating in the Plan.
- 2.2 Applications in respect of a Security Holder's holding which are duly signed, but which do not indicate the degree of participation selected, shall be deemed to be applications for full participation.
- 2.3 The Issuers' records of the level of a Security Holder's participation and the number of Stapled Securities subject to the Plan will be conclusive evidence of the matters so recorded.

3. Operation of the Plan

- 3.1 Subject to the Constitutions, Distributions on Stapled Securities participating in the Plan will, upon payment, be applied by the Issuers to acquire additional Stapled Securities in the DUET Group.
- 3.2 In respect of each Participant, the Issuers will establish and maintain a Plan account. At the time of each cash Distribution payment, the Issuers will on behalf of that Participant:
- (a) determine the Distribution payable in respect of the Stapled Securities subject to the Plan, less any withholding tax payable or other amount that may be withheld in respect of such Stapled Securities;
 - (b) credit the amount in 3.2(a) above to the Participant's Plan account; and
 - (c) subject to the Constitutions, acquire additional Stapled Securities in the name of the Participant and apply the amount in the Participant's Plan account towards and in satisfaction of the allotment or application price for those additional Stapled Securities.
- 3.3 The number of Stapled Securities issued or transferred to a Participant will be the whole number equal to, or where not a whole number, the nearest whole number below the number calculated by the formula:

$$\text{Number of Stapled Securities} = \frac{D - T + R}{C} \text{ where,}$$

- D is the amount of the Distribution payable on the Participant's participating Stapled Securities as at the Record Date for that Distribution;
- T is any withholding tax or other amounts to be withheld in relation to such Stapled Securities;
- R is the residual positive balance carried forward in the Participant's Plan account; and
- C is the average of the daily volume weighted average price, determined under the Constitutions, of all sales of Stapled Securities recorded on ASX during the Pricing Period, not including any sales arising from Excluded Transactions (unless the Issuers reasonably determine that this calculation does not provide a fair reflection of the market price of the Stapled Securities during this period in which event there shall be substituted for the amount so calculated the market price of the Stapled Securities as determined by an appropriately qualified and experienced expert independent of the Issuers, whose identity and instructions will be determined by the Issuers), less such discount, if any, not exceeding 10% as the Issuers may determine from time to time.

- 3.4 The acquisition price of the Stapled Securities under the Plan will be equal to C in clause 3.3, which will be broken into three components as follows:
- (a) the acquisition price of the DUET1 Units to be issued or transferred under the Plan will be determined by Issuer 1 as a component of the price of the Stapled Securities;
 - (b) the acquisition price of the DUET2 Units to be issued or transferred under the Plan will be determined by Issuer 2 as a component of the price of the Stapled Securities;
 - (c) the acquisition price of the DUET3 Units to be issued or transferred under the Plan will be determined by Issuer 3 as a component price of the Stapled Securities; and
 - (d) the acquisition price of the DIHL Shares to be issued or transferred under the Plan will be determined by DIHL as a component of the price of the Stapled Securities
- 3.5 Notwithstanding any other provision of this Plan, no units or shares may be issued or transferred under this Plan unless the number of DUET1 Units, DUET2 Units, DUET3 Units and DIHL Shares issued or transferred to a Participant are identical and each DUET1 Unit, DUET2 Unit, DUET3 Unit and DIHL Share are stapled together.
- 3.6 Income distributions on DUET1 Units, DUET2 Units, DUET3 Units and dividends or DIHL Shares may be pooled for the purpose of calculating a Participant's entitlement to Stapled Securities under the Plan.
- 3.7 In relation to each Distribution, the amount of a Participant's Distribution on participating Stapled Securities not reinvested in Stapled Securities (including amounts representing a fraction of a Stapled Security) will, subject to the proper withholding of any tax or other amounts, at the election of the Issuers, either be:
- (a) recorded as a residual positive balance in the Participant's Plan account and be carried forward to the next Distribution. No interest will accrue in respect of any residual positive balance; or
 - (b) paid to the Participant without interest.

4. Issue or transfer of Stapled Securities

- 4.1 In the operation of the Plan, the Issuers may, in their discretion, either issue new Stapled Securities or cause existing Stapled Securities to be acquired in the market for transfer to Participants, or a combination of both options, to satisfy the Issuers' obligations under the Plan.
- 4.2 If the Issuers determine to cause the transfer of Stapled Securities to Participants, the Stapled Securities may be acquired in the market in such manner as the Issuers consider appropriate.

- 4.3 Newly issued Stapled Securities to be allotted under the Plan will be issued within the time required by the Listing Rules of ASX.
- 4.4 All newly issued Stapled Securities allotted to Participants and Stapled Securities acquired on-market and transferred to Participants under the Plan will from allotment and transfer rank equally in all respects with all other issued fully paid Stapled Securities and will participate in all Distributions subsequently declared.
- 4.5 All Stapled Securities allotted under the Plan will be registered on the stapled security register on which the Participant's holding is currently registered. Where Stapled Securities are held on more than one register, the Stapled Securities will be registered under the first named register as shown on the register of Security Holders.
- 4.6 Application will be made promptly after allotment of any newly issued Stapled Securities under the Plan for such Stapled Securities to be quoted on ASX, if other Stapled Securities are quoted at that time.
- 4.7 By applying to participate in the Plan, an applicant agrees to the appointment of a trustee nominated by the Issuers as the agent of the Issuers to acquire Stapled Securities on market, where the Issuers decide to transfer Stapled Securities to Participants in accordance with rules 4.1 and 4.2.
- 4.8 The Issuers have the discretion to have any issue or acquisition of Stapled Securities under the Plan fully or partially underwritten from time to time by any person, which may include Macquarie Equity Capital Markets Limited (ABN 60 001 374 572) or any other member of the Macquarie Group Limited (ABN 94 122 169 279) group of companies or any member of the AMP Limited (ABN 49 079 354 519) group of companies.

5. Statements to Participants

After each Distribution payment and within 30 days from the date of allotment of Stapled Securities, Participants will be sent a statement which will show:

- (a) the number of Stapled Securities participating in the Plan;
- (b) from the Distribution paid on those Stapled Securities:
 - (i) the amount applied towards the Participant's residual positive balance; and
 - (ii) the amount of any deduction made from the Distribution;
- (c) the number of additional Stapled Securities issued or transferred and the price (and prices of the DUET1 Units, DUET2 Units, DUET3 Units and DIHL Shares comprising the Stapled Securities) at which they were acquired; and
- (d) the total number of fully paid Stapled Securities held.

6. Variation or Cancellation of Participation

- 6.1 A Participant may, by lodging a Notice of Variation with the Registrar, increase or decrease the number of Stapled Securities participating or cancel participation in the Plan. A Notice of Variation must be lodged for each holding account. To be effective for a forthcoming Distribution, the Notice of Variation must be received by the Registrar on or before the Record Date for that Distribution.
- 6.2 Where a Participant disposes of all the Participant's Stapled Securities without giving the Registrar notice of cancellation of participation and is not registered as the holder of Stapled Securities at the next Record Date, the Participant will be deemed to have cancelled participation on that Record Date.
- 6.3 When a Participant disposes of part of a holding of Stapled Securities, and does not notify the Registrar otherwise, the Stapled Securities disposed of will, to the extent possible, be taken to be:
 - (a) first, Stapled Securities which are not participating in the Plan; and
 - (b) second, Stapled Securities participating in the Plan.
- 6.4 When a Security Holder has terminated or is deemed to have terminated participation in the Plan, any residual cash balance in the Plan accounts relating to that Security Holder will become an asset of the DUET Group.

7. Administration, Modification and Cancellation of the Plan

- 7.1 This Plan will be administered by the Issuers who shall have the power:
 - (a) to determine appropriate procedures for administration of the Plan consistent with the provisions of the Plan Rules and the Constitutions;
 - (b) to resolve conclusively all questions of fact or interpretation in connection with the Plan;
 - (c) to delegate to the extent permitted to any one or more persons, for such period and such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan; and
 - (d) to amend or add to these Plan Rules on not less than one month's written notice to Security Holders.

The Issuers are not required to give one month's written notice to Security Holders if they are of the opinion that the amendment or addition is not adverse to Security Holders. In such a case, the Issuers are obliged to notify Security Holders of a change within 3 months after it is made.

- 7.2 Notwithstanding any other provision of this Plan, this Plan must be administered in accordance with the Listing Rules of ASX and in relation to each of DUET1, DUET2, DUET3 and DIHL in accordance with their respective Constitutions.
- 7.3 The Plan may be suspended or terminated by the Issuers at any time, and the Issuers may decide for which, if any, Distributions the Plan is available. On termination of the Plan, any residual cash balance in Plan accounts will become an asset of the DUET Group.
- 7.4 The non-receipt of any notice under the Plan by the holder of any Stapled Securities or the accidental omission to give notice of modification, suspension or termination of the Plan shall not invalidate such modification, suspension or termination.
- 7.5 The Issuers reserve the discretion to waive strict compliance with any provisions of these Rules.
- 7.6 An Application to reinvest Distributions is deemed to be received and accepted by the Issuers on the first business day after the Distribution is paid.

8. Costs to Participants

No brokerage, commissions, stamp duty or other transaction costs will be payable by Participants in respect of the application for, and allotment or transfer of, Stapled Securities under the Plan. However, a Participant assumes liability for any taxes, stamp duty or other imposts assessed against or imposed on the Participant.

9. Participants to be Bound

Participants are at all times bound by the Plan Rules.

10. Stapling

- 10.1 If Stapling ceases to apply, this Plan will terminate automatically.
- 10.2 To the extent this Plan or the publication of this Plan may be an offer of securities, this Plan is a contemporaneous offer of identical numbers of DUET1 Units, DUET2 Units, DUET3 Units and DIHL Shares which will be stapled together.
- 10.3 An Application and any Notice of Variation under this Plan is deemed contemporaneously to be in relation to DUET1 Units, DUET2 Units, DUET3 Units and DIHL Shares to be issued or transferred under this Plan.
- 10.4 If the Issuers determine to suspend or terminate this Plan, this Plan will be suspended or terminated automatically.

11. Interpretation

11.1 In these Rules unless the context otherwise indicates:

Application means a form of application approved by the Issuers from time to time;

ASX means the ASX Limited (ACN 008 624 691);

Constitutions means the constitutions of DUET1, DUET2, DUET3 and DIHL;

DIHL means DUET Investment Holdings Limited (ACN 120 456 573);

DIHL Shares means ordinary shares in DIHL;

Distribution means:

(a) an income distribution in respect of a unit in DUET1, a unit in DUET2 and a unit in DUET3;

(b) an amount paid as a dividend in respect of a share in DIHL;

DUET1 means Diversified Utility and Energy Trust No.1 (ARSN 109 363 037);

DUET2 means Diversified Utility and Energy Trust No.2 (ARSN 109 363 135);

DUET3 means Diversified Utility and Energy Trust No.3 (ARSN 124 997 986);

DUET means, collectively, DUET1 and DUET2;

DUET Group means DUET1, DUET2, DUET3 and DIHL;

DUET1 Units means units in DUET1;

DUET2 Units means units in DUET2;

DUET3 Units means units in DUET3;

DUET Group Dividend and Distribution Reinvestment Plan and Plan means this plan which has been agreed and implemented by the Issuers as a Stapled Security reinvestment plan to permit distributions on Stapled Securities to be reinvested in Stapled Securities;

Excluded Transaction means each of the following:

(a) a transaction classified under ASX Market Rules as a Special Crossing;

(b) a crossing prior to the commencement of normal trading;

(c) a crossing during the closing phase and after hours adjust phase;

(d) any overseas trade or trade pursuant to the exercise of options over Stapled Securities;

(e) any overnight crossing; and

(f) any other sale which the Issuers consider may not be fairly reflective of natural supply and demand;

Issuer 1 means AMPCI Macquarie Infrastructure Management No.1 Limited, as the responsible entity of DUET1;

Issuer 2 means AMPCI Macquarie Infrastructure Management No.2 Limited, as the responsible entity of DUET2;

Issuer 3 means AMPCI Macquarie Infrastructure Management No.2 Limited, as the responsible entity of DUET3;

Issuers means, collectively, Issuer 1, Issuer 2, Issuer 3 and DIHL;

Notice of Variation means a form of notice approved by the Issuers from time to time by which a Participant may vary or cancel participation in the Plan;

Participant means an eligible Security Holder with Stapled Securities participating in the Plan;

Plan Rules means these rules governing the operation of the Plan;

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 the Issuers may determine) ending on the 5th Trading Day prior to the date scheduled for payment of that distribution (or such other date as the Issuers may determine);

Record Date means the end of the half financial year to which the Distribution relates, being either 30 June or 31 December;

Registrar means Computershare Investor Services Limited, Level 3, 60 Carrington Street, Sydney, NSW 2000 or such other registrar as may be appointed as the registrar of the DUET Group from time to time;

Security Holder means the registered holder of a Stapled Security;

Stapled Security means a DUET1 Unit, a DUET2 Unit, a DUET3 Unit and a DIHL Share which are stapled together;

Stapling means where a DUET1 Unit, a DUET2 Unit, a DUET3 Unit and a DIHL Share are stapled together to form a Stapled Security, as a consequence of being quoted together on an official stock exchange, so that one security may not be dealt with without the other securities being dealt with in an identical manner and at the same time and with such restriction on dealing being denoted on the register of each security; and

Trading Day means a day that is a trading day for the purposes of the ASX Market 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.

