



PROGRAMMED MAINTENANCE SERVICES LIMITED
ABN 61 054 742 264
("Company")

NOTICE OF GENERAL MEETING
WEDNESDAY, 23 MARCH 2016 AT 9.00AM (PERTH TIME)

at

DUXTON HOTEL PERTH
NO 1. ST GEORGE'S TERRACE, PERTH WA 6000

NOTICE IS GIVEN that the General Meeting of Shareholders of Programmed Maintenance Services Limited will be held at the Duxton Hotel Perth, No 1. St George's Terrace, Perth WA 6000 on Wednesday, 23 March 2016 at 9.00am (Perth time).

Attached to, and forming part of, this Notice of Meeting are Explanatory Notes that provide Shareholders with background information and further details on the Resolutions to assist Shareholders to determine how they wish to vote on the Resolutions. This Notice of Meeting, including the Explanatory Notes, Other Information and the Proxy Form, should be read in its entirety.

ORDINARY BUSINESS

RESOLUTION 1 – APPROVAL OF FINANCIAL ASSISTANCE

To consider and, if thought fit, pass the following as a **special resolution**:

"That, for the purposes of sections 260A and 260B(2) of the Corporations Act 2001 (Cth) and for all other purposes, approval is given for SKILLED Group Limited (ACN 005 585 811), (SKILLED) and its wholly owned subsidiaries listed in Schedule 1 of this Notice of Meeting (each a wholly owned subsidiary of the Company), to financially assist the Company to acquire all of the issued shares in SKILLED, as described in the Explanatory Notes accompanying this Notice of Meeting."

RESOLUTION 2 – APPROVAL OF INCREASE IN NON-EXECUTIVE DIRECTOR REMUNERATION

To consider and, if thought fit, pass the following as an **ordinary resolution**:

"That, for the purposes of clause 10.2 of the Company's constitution, ASX Listing Rule 10.17 and for all other purposes, the maximum aggregate amount of fees that may be paid to all Non-Executive Directors of the Company in respect of each financial year of the Company commencing on or after 31 March 2016, be increased by \$500,000 and fixed at \$1,350,000 per annum, including superannuation."

Voting Exclusion Statement

The Company will disregard any votes cast on Resolution 2:

- by a Director or an associate of any Director; or
- as a proxy by a member of Key Management Personnel or their closely related parties,

unless if it is cast by:

- a person as proxy for a person who is entitled to vote, in accordance with the directions on the Proxy Form; or

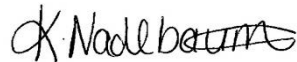
- the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on a Proxy Form to vote as the proxy decides and exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of Key Management Personnel.

The Chairman intends to vote all undirected proxies (where appropriately authorised) in favour of Resolution 2.

OTHER BUSINESS

To transact any other business that may be brought forward in accordance with the Constitution and the Corporations Act.

By order of the Board



Katina Nadebaum
Company Secretary

12 February 2016

OTHER INFORMATION

Determination of Shareholders' Right to Attend and Vote

The Board has determined that persons who are registered as Shareholders at 4.00pm (Perth time) on Monday, 21 March 2016 will be entitled to attend and vote at the Meeting.

Voting by Proxy

A Shareholder entitled to attend and vote at the Meeting may appoint a proxy. A proxy need not be a Shareholder and can be either an individual or a body corporate. If a body corporate is appointed as a proxy, it must ensure that it appoints a corporate representative to exercise its powers as proxy at the Meeting (see below).

A Shareholder entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

Sections 250BB and 250BC of the Corporations Act apply to voting by proxy. Generally, these sections mean that if proxies vote, they must cast all directed proxies as directed, and any directed proxies that are not voted will automatically default to the Chairman, who must vote the proxies as directed. If the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands.

The following addresses are specified for the purposes of receipt of proxy appointments and any authorities under which proxy appointments are signed (or certified copies of those authorities):

By Facsimile: (within Australia) 1800 783 447 (outside Australia) +61 3 9473 2555

By Post: Computershare Investor Services Pty Limited, GPO Box 242 Melbourne VIC 3001

Online: A proxy can be appointed electronically by visiting www.investorvote.com.au and following the instructions provided.

In Person: Computershare Investor Services Pty Limited
Level 2, 45 St George's Terrace
Perth WA 6000

For "intermediary online subscribers" only (custodians) please visit www.intermediaryonline.com to submit your voting instructions.

To be effective, a proxy appointment and, if the proxy appointment is signed by the Shareholder's attorney, the authority under which the appointment is signed (or a certified copy of the authority) must be received by the Company at least 48 hours before the commencement of the Meeting.

The enclosed Proxy Form provides further details on appointing proxies and lodging the Proxy Forms.

Bodies corporate

A body corporate may appoint an individual as its representative to exercise all or any of the powers the body may exercise (either as a Shareholder or as a proxy) at a meeting of Shareholders. The appointment may be a standing one. Unless the appointment states otherwise, the representative may exercise all of the powers that the appointing body could exercise at a meeting or in voting on a resolution. The representative will need to bring to the Meeting evidence of his or her appointment, including any authority under which it is signed, unless it has previously been given to the Company.

EXPLANATORY NOTES

These Explanatory Notes form part of the Notice of Meeting.

1. RESOLUTION 1 - APPROVAL OF FINANCIAL ASSISTANCE

1.1 Background

On 24 June 2015, the Company announced its proposal to acquire all of the issued shares in SKILLED by way of a scheme of arrangement (the **Scheme**). On implementation of the Scheme on 16 October 2015, the Company acquired all of the ordinary shares in SKILLED. As a result, SKILLED and its wholly owned subsidiaries are now wholly owned subsidiaries of the Company.

The consideration provided to SKILLED shareholders under the Scheme was in part funded by the Company's \$600 million Facility Agreement. Under the Facility Agreement, the Company may draw down funds to, among other things:

- (a) repay or refund (as applicable) the funds used by SKILLED to pay for the SKILLED FY15 Final Dividend and the SKILLED Special Dividend (as defined in the Scheme Implementation Agreement);
- (b) fund the cash component of consideration for the Scheme and transaction costs associated with the Scheme;
- (c) refinance existing facilities of SKILLED and its subsidiaries;
- (d) refinance existing facilities and bank guarantees of the Company (including facilities used to fund the Scheme); and
- (e) fund the general corporate purposes of the Company and working capital requirements of the Group.

As is customary in these types of financing arrangements, the Company is required to ensure that certain of its subsidiaries (being any wholly owned subsidiary that individually, or as part of the Group, satisfies the prescribed earnings or assets tests) become guarantors and security providers under the Facility Agreement and the Security Trust Deed (as applicable) by (among other things) executing and providing an Accession Letter, a Security Provider Accession Deed, and a general security agreement in favour of Westpac Banking Corporation (as security trustee under the Security Trust Deed).

Accordingly, it is proposed that SKILLED and each of its wholly owned subsidiaries that meets the prescribed tests from time to time (which will include certain of SKILLED's wholly owned subsidiaries listed in Schedule 1 of this Notice, together, being the **Potential Acceding Companies**) will become a guarantor and security provider under the Facility Agreement and the Security Trust Deed (as applicable) so that each:

- (a) grants security over any or all of its assets and undertakings in favour of Westpac Banking Corporation (as security trustee); and
- (b) irrevocably and unconditionally, jointly and severally, guarantees and indemnifies each Beneficiary for the punctual performance of the obligations of the Company and each other guarantor (and any future additional guarantors and borrowers from time to time) under the Facility Agreement and related finance documents, including, without limitation, the NZ\$10 million NZD Facility Agreement that Programmed Facility Management NZ Limited (a subsidiary of the Company) has entered into with Westpac New Zealand Limited (the **NZD Facility Agreement**). This may include the immediate payment of any outstanding amounts on demand.

1.2 Why Shareholder approval is required

Under the Facility Agreement, the Company is obliged to comply with all relevant procedures (including the passing of Resolution 1) under section 260B of the Corporations Act.

Section 260A(1) of the Corporations Act provides that a company may financially assist a person to acquire shares in a company or a holding company of a company only in certain circumstances, including where the giving of the assistance does not materially prejudice the interests of the company or its shareholders or the company's ability to pay its creditors, or where the assistance is approved by the company's shareholders under section 260B of the Corporations Act.

Financial assistance is interpreted broadly and may include the provision of anything needed in order to carry out a transaction, including giving security over assets or giving a guarantee or indemnity in respect of another person's liability. As such, by becoming guarantors and security providers under the Facility Agreement and the Security Trust Deed (as applicable), the Potential Acceding Companies may be deemed to be providing "financial assistance" to the Company to acquire shares in SKILLED under the Scheme. This is because the security and guarantee will be used in part to secure the funds provided to the Company under the Facility Agreement to acquire shares in SKILLED, which is the holding company of the other Potential Acceding Companies.

Each Potential Acceding Company which is incorporated in Australia and required to accede, has or will seek its shareholders' approval for the giving of the financial assistance for the purposes of sections 260A and 260B(1) of the Corporations Act.

Further, if the company giving the financial assistance will be a subsidiary of a listed domestic corporation immediately after the acquisition in respect of which the financial assistance is given, then section 260B(2) of the Corporations Act requires that the financial assistance must also be approved by a special resolution passed at general meeting of that listed domestic corporation. As discussed above, the Company is the listed Australian holding corporation of the Potential Acceding Companies. Accordingly, the purpose of Resolution 1 is for Shareholders of the Company, as the listed Australian holding corporation of the Potential Acceding Companies, to approve the Potential Acceding Companies providing financial assistance to the Company to acquire shares in SKILLED by way of the Scheme.

Resolution 1 is a special resolution and will only be passed if at least 75% of the votes cast by members entitled to vote on the Resolution are in favour of the Resolution.

1.3 Effect of the proposed financial assistance

By giving the proposed financial assistance, the Potential Acceding Companies required to accede will assume joint and several liability for the obligations of the Company and each other guarantor (and any future additional guarantors and borrowers from time to time) under the Facility Agreement, the NZD Facility Agreement and other related finance documents.

If any of those parties do not comply with their obligations under the Facility Agreement, the NZD Facility Agreement or any other related finance documents, including by failing to make due payment of amounts owing, an "event of default" may occur. If an "event of default" occurs, Westpac Banking Corporation (as security trustee) would be able to enforce the guarantees provided, and security granted by, the Potential Acceding Companies which do accede (including exercising a power of sale over the assets the subject of that security) to satisfy all outstanding amounts owing under the Facility Agreement, the NZD Facility Agreement and other related finance documents.

1.4 What happens if Shareholder approval is not obtained

If Shareholder approval for the proposed financial assistance is not obtained, the Company will need to consider undertaking a corporate restructuring to move all or substantially all of

the assets of the Potential Acceding Companies to entities which are existing guarantors under the Facility Agreement. Any such restructuring would likely incur additional costs for the Company that would not otherwise be incurred if Resolution 1 is approved, and there is no guarantee that any such restructure would be successful at all or by 13 April 2016.

In addition, if Shareholder approval of the financial assistance is not obtained by 13 April 2016:

- (a) the Company will be in breach of an undertaking, which may result in an "event of default" under the Facility Agreement and the NZD Facility Agreement. This would enable Westpac Banking Corporation (as "agent" under the Facility Agreement) and Westpac New Zealand Limited to exercise their respective rights under the relevant facility agreement, including by immediately cancelling all commitments under the facilities (totaling \$600 million at the date of the Facility Agreement and NZ\$10 million at the date of the NZD Facility Agreement) and require immediate repayment or payment on demand of all amounts owing under the facility agreements; and
- (b) the Company may be forced to source alternative financing or renegotiate the terms of the facility agreements, and may incur additional associated costs.

1.5 Advantages of the proposed financial assistance

The advantages of the proposed financial assistance for the Company includes the following:

- (a) under the Facility Agreement, the Company has given an undertaking that the Potential Acceding Companies which meet the prescribed tests will provide the proposed financial assistance. The approval of Resolution 1 will enable the Company to comply with that undertaking, so that it can continue to enjoy the benefits of the Facility Agreement and the NZD Facility Agreement;
- (b) the Directors believe that the Facility Agreement was the most efficient form of financing available to assist the Company to fund the Scheme;
- (c) if Resolution 1 is approved, the Company would not be forced to incur:
 - (i) any additional costs associated with corporate restructuring and the risk that it may not be able to complete the corporate restructuring by 13 April 2016;
 - (ii) any additional costs associated with sourcing alternative financing or renegotiating the existing terms of the Facility Agreement or the NZD Facility Agreement; and
- (d) if Resolution 1 is not approved by 13 April 2016, and the Company is not able to complete a corporate restructuring or otherwise renegotiate the terms of the Facility Agreement:
 - (i) Westpac Banking Corporation (acting as "agent" under the Facility Agreement) and Westpac New Zealand Limited may require immediate repayment or payment on demand of amounts owing under the Facility Agreement, the NZD Facility Agreement and other related finance documents and this may have a material impact on the operations of the Group; and
 - (ii) the Potential Acceding Companies will not be able to provide the guarantees or grant the security under the Facility Agreement, which may prejudice the Company's ability to achieve the most favourable terms in future financing for the Group.

The principal advantage of the proposed financial assistance and the Scheme for the Potential Acceding Companies is that, as wholly owned subsidiaries of the Company, they will be able to benefit from:

- (a) continued access to funding, including the working capital facilities provided under the Facility Agreement or the NZD Facility Agreement; and
- (b) repayment of existing debt by drawing down on the Facility Agreement.

1.6 Disadvantages of the proposed financial assistance

The Directors consider that there is no disadvantage to the Company by Shareholders approving the proposed financial assistance because the Company is already a party to, and is liable for amounts payable under, the Facility Agreement, the NZD Facility Agreement and related finance documents.

The disadvantages of the proposed financial assistance for the Potential Acceding Companies which accede include the following:

- (a) the Potential Acceding Companies will assume joint and several liability for all amounts outstanding under the Facility Agreement, the NZD Facility Agreement and related finance documents and its assets may become subject to enforcement action (including the exercise of a power of sale over the assets the subject of the relevant security) under the Facility Agreement, the NZD Facility Agreement and related finance documents in the event that an "event of default" occurs;
- (b) the ability of the Potential Acceding Companies to independently obtain finance from other sources may be restricted as a result of it being a party to the Facility Agreement, the NZD Facility Agreement and related finance documents; and
- (c) the corporate actions of the Potential Acceding Companies will be restricted by the terms of the Facility Agreement, the NZD Facility Agreement and related finance documents.

1.7 When will financial assistance be given

If Shareholder Approval for the proposed financial assistance is obtained, it is proposed that certain Potential Acceding Companies will accede as guarantors and security providers under the Facility Agreement and the Security Trust Deed (as applicable) within 20 business days of the Shareholder Approval being obtained. Other Potential Acceding Companies may accede from time to time if, at that time, that subsidiary individually, or as part of the Group, meets the prescribed earnings and assets tests under the Facility Agreement. If Shareholder Approval for the proposed financial assistance is obtained at this meeting and a Potential Acceding Company is required to accede at a later date no additional shareholder approval by the Shareholders for the purposes of 260B(2) of the Corporations Act will be required or sought.

1.8 Notice to ASIC

As required by section 260B(5) of the Corporations Act, a copy of this Notice (including these Explanatory Notes) was lodged with ASIC prior to being dispatched to Shareholders.

1.9 Disclosure

The Directors consider that these Explanatory Notes contain all information known to the Company that may be material to Shareholders in deciding how to vote on Resolution 1, other than information which would be unreasonable to require the Company to include because it has previously been disclosed to Shareholders.

1.10 Board Recommendation

The Directors have unanimously approved this Notice (including these Explanatory Notes) and unanimously recommend that the Shareholders vote in favour of Resolution 1 to approve the giving of financial assistance.

2. RESOLUTION 2 – APPROVAL OF INCREASE IN NON-EXECUTIVE DIRECTOR REMUNERATION

2.1 Proposed increase

The maximum aggregate amount of fees payable to Non-Executive Directors (**Fee Cap**) is currently \$850,000 per annum, including superannuation, which was approved by Shareholders at the Company's 2010 annual general meeting. There has been no increase in the Fee Cap since then.

Shareholder approval is being sought to increase the Fee Cap by \$500,000 to \$1,350,000 per annum, including superannuation.

2.2 Amounts paid to Non-Executive Directors

The remuneration paid to each Director during the financial year ended 31 March 2015 is disclosed on pages 38 to 39 of the Remuneration Report. The total aggregate value of remuneration provided to all Non-Executive Directors during that financial year was \$710,000.

As described in the Remuneration Report, the fees paid to Non-Executive Directors are determined by the Company's Remuneration & People Committee, following consideration of market conditions and any information, advice or recommendations from remuneration consultants.

No securities have been issued to any Non-Executive Director under ASX Listing Rules 10.11 or 10.14 without Shareholder approval within the last three years.

2.3 Reasons for the proposed increase

The proposed increase in the Fee Cap is necessary to:

- (a) allow for the increased size and complexity of the Company's operations following implementation of the Scheme, the result of which has been almost a doubling in size of the Company's operations;
- (b) give the Company flexibility to increase the number of Non-Executive Directors on the Board, including as a result of the Scheme and for succession planning purposes; and
- (c) track movements in the market for Non-Executive Directors and their remuneration since the Fee Cap was last revised (in 2010).

The Company does not currently intend to utilise the full increased Fee Cap; it is to accommodate increases in aggregate fees payable from time to time and as required, rather than being expected to be for immediate use.

The Directors consider the increase appropriate for the reasons set out above.

2.4 Board Recommendation

As all the Non-Executive Directors have a personal interest in Resolution 2, the Directors do not consider it appropriate to, and do not, make a recommendation to Shareholders as to how to vote on this Resolution.

GLOSSARY

\$	Means Australian dollars.
Accession Letter	Means a letter substantially in the form set out in Schedule 5 (<i>Form of Accession Letter</i>) of the Facility Agreement.
ASIC	Means the Australian Securities and Investments Commission.
ASX Listing Rules	Means the official listing rules of ASX, as amended or waived from time to time.
Beneficiary	Has the meaning given in the Security Trust Deed.
Board	Means the current board of directors of the Company.
Chairman	Means the chairman of the Meeting appointed in accordance with the Constitution.
closely related party	Closely related party of a member of the Key Management Personnel means: <ul style="list-style-type: none"> • a spouse or child of the member; • a child of the member's spouse; • a dependant of the member or of the member's spouse; • anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealings with the Company; • a company that the member controls; or • a person prescribed by the <i>Corporation Regulations 2001</i> (Cth).
Company	Means Programmed Maintenance Services Limited (ABN 61 054 742 264).
Constitution	Means the constitution of the Company.
Corporations Act	Means the <i>Corporations Act 2001</i> (Cth).
Director/s	Means a current director, or the current directors, of the Company (as the context requires).
Explanatory Notes	Means the explanatory notes accompanying, and forming part of, this Notice.
Facility Agreement	Means the syndicated facility agreement between the Company (as borrower and guarantor), Westpac Banking Corporation (as the "mandated lead arranger, underwriter and bookrunner", a lender and the "agent"), various banks (as facility lenders) and a number of the Company's subsidiaries (as other guarantors) listed therein, dated 22 September 2015.
Fee Cap	Has the meaning given to it in section 2.1 of this Notice.
General Meeting or Meeting	Means the general meeting convened by this Notice.
Group	Means the corporate group comprising of the Company and its subsidiaries and for, the avoidance of doubt, includes SKILLED and each of its subsidiaries.

Key Management Personnel	Has the same meaning as in the accounting standards. The term broadly includes those persons with the authority and responsibility for planning, directing and controlling the activities of the Company (whether directly or indirectly), and includes any Director.
Notice or Notice of Meeting	Means this notice of meeting including the Explanatory Notes, Other Information and the Proxy Form.
NZ\$ or NZD	Means New Zealand dollars.
NZD Facility Agreement	Means the NZD bilateral facility agreement dated 22 September 2015 between Westpac New Zealand Limited, Programmed Facility Management NZ Limited (a subsidiary of the Company) and a number of the Company's subsidiaries as guarantors listed therein.
Other Information	Means the information on page 3 of this Notice titled "Other Information".
Potential Acceding Companies	Means each of the entities listed in Schedule 1 of this Notice, being SKILLED and each of its wholly owned subsidiaries that meet the prescribed tests in the Facility Agreement and described in section 1.1 of this Notice from time to time.
Proxy Form	Means the proxy form accompanying, and forming part of, this Notice.
Remuneration Report	Means the remuneration report contained in the Directors' Report of the 2015 Annual Report for the year ended 31 March 2015.
Resolution/s	Means the resolutions set out in this Notice, or any one of them (as the context requires).
Scheme	Has the meaning given to it in section 1.1 of this Notice.
Scheme Implementation Agreement	Means the scheme implementation agreement dated 24 June 2015 between the Company and SKILLED, as amended or restated from time to time.
Security Provider Accession Deed	Means a deed substantially in the form of Schedule 3 (<i>Security Provider Accession Deed</i>) of the Security Trust Deed.
Security Trust Deed	Means the security trust deed dated 30 July 2009 between, among others, the Company, certain guarantors and Westpac Banking Corporation (as "security trust deed"), as amended from time to time.
Share	Means a fully paid ordinary share in the capital of the Company.
Shareholder	Means the registered holder of a Share.
SKILLED or SKILLED Group Limited	Means SKILLED Group Limited (ACN 005 585 811).
Westpac Banking Corporation	Means Westpac Banking Corporation ABN 33 007 457 141.

SCHEDULE 1**Potential Acceding Companies**


Each of the following entities are Potential Acceding Companies of the Company:

- Allskills Pty. Ltd. (ACN 007 893 674)
- ATIVO Coal Services Pty Ltd (ACN 165 810 328)
- ATIVO Pty Ltd (ACN 133 892 350)
- ATIVO Services Pty Ltd (ACN 097 833 531)
- Catalyst Recruitment Systems Pty Ltd (ACN 050 243 251)
- Catalyst Staff Pty Ltd (ACN 083 136 378)
- Damstra Mining Services Pty Ltd (086 218 742)
- Extra Group Pty Ltd (ACN 069 181 059)
- Extraman (HR) Pty Ltd (ACN 088 411 812)
- HR Link No. 1 Pty Ltd (ACN 101 913 115)
- HR Link No. 2 Pty Ltd (ACN 006 480 495)
- HVA (QLD) Pty Limited (ACN 101 320 656)
- HVA Support Services Pty Limited (ACN 077 929 143)
- HVA Technical Services Pty Limited (ACN 072 703 596)
- Jet Tasmania Pty Ltd (ACN 094 276 203)
- Locumitis Pty Ltd (ACN 006 578 034)
- Loganhill Pty Ltd (ACN 101 075 512)
- Mantech Systems Pty. Ltd. (ACN 006 749 373)
- Medistaff Pty Ltd (ACN 099 509 752)
- Nursing (Australia) Holdings Pty Ltd (ACN 101 471 603)
- Nursing (Australia) Pty Ltd (ACN 102 327 159)
- Offshore Marine Services Alliance Pty Ltd (ACN 125 145 486)
- Origin Education Services Pty Ltd (ACN 079 182 782)
- Origin Health Support Services Pty Ltd (ACN 095 434 003)
- Peopleco. Pty Ltd (ACN 111 231 022)
- Programmed Health Professionals Pty Ltd (ACN 007 141 531)
- Programmed Marine Contractors Pty Ltd (ACN 118 310 544)

- Programmed Professionals Pty Ltd (ACN 124 764 245)
- Prosafe Personnel Pty Ltd (ACN 085 603 363)
- Skilled Group International Pty Limited (ACN 128 447 638)
- Skilled Group Limited (ACN 005 585 811)
- Skilled Healthcare Holdings Pty Ltd (ACN 082 698 931)
- Skilled International Sourcing Pty Ltd (ACN 128 904 003)
- Skilled Maritime Services Pty Ltd (ACN 072 686 063)
- Skilled Offshore (Australia) Pty Ltd (ACN 109 339 433)
- Skilled Offshore Pty Ltd (ACN 079 197 827)
- Skilled Operations (WA) Pty Ltd (ACN 087 599 004)
- Skilled Rail Services Pty Ltd (ACN 093 222 443)
- Skilled Resources Pty Ltd (ACN 087 691 754)
- Skilled Workforce Solutions (NSW) Pty Ltd (ACN 104 811 565)
- Swan Contract Personnel Pty Ltd (ACN 008 903 713)
- T&C Services Pty Ltd (ACN 166 540 905)
- Tesa Mining (Aust) Pty Ltd (ACN 111 753 836)
- Tesa Mining (NSW) Pty Limited (ACN 111 753 792)
- Tesa Mining (U/G) Pty Limited (ACN 105 416 180)
- The Green & Green Group Pty Limited (ACN 064 528 454)
- The Tesa Group Pty. Ltd. (ACN 107 606 833)
- Thomas & Coffey (QLD) Pty Limited (ACN 164 087 656)
- Waycon Services Pty Limited (ACN 117 830 001)
- Waycon Services (NSW) Pty Ltd (ACN 133 052 221)
- Skilled Group NZ Holdings Limited (1977033)
- Skilled Marine (NZ) Limited (5599845)
- Skilled Offshore (NZ) Limited (1603877)

Programmed Maintenance Services Limited
 ABN 61 054 742 264

Lodge your vote:

 **Online:**
www.investorvote.com.au

 **By Mail:**
 Computershare Investor Services Pty Limited
 GPO Box 242 Melbourne
 Victoria 3001 Australia

Alternatively you can fax your form to
 (within Australia) 1800 783 447
 (outside Australia) +61 3 9473 2555

For Intermediary Online subscribers only
 (custodians) www.intermediaryonline.com

For all enquiries call:
 (within Australia) 1300 850 505
 (outside Australia) +61 3 9415 4000



┌ 000001 000 PRG
 MR SAM SAMPLE
 FLAT 123
 123 SAMPLE STREET
 THE SAMPLE HILL
 SAMPLE ESTATE
 SAMPLEVILLE VIC 3030

Proxy Form

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Vote online

- Go to www.investorvote.com.au or scan the QR Code with your mobile device.
- Follow the instructions on the secure website to vote.



Your access information that you will need to vote:

Control Number: 999999

SRN/HIN: I9999999999 PIN: 99999

PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

 **For your vote to be effective it must be received by 9:00am (Perth Time) on Monday, 21 March 2016**

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

Appointment of Proxy

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

Signing Instructions for Postal Forms

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

Attending the Meeting

Bring this form to assist registration. If a representative of a corporate securityholder or proxy is to attend the meeting you will need to provide the appropriate "Certificate of Appointment of Corporate Representative" prior to admission. A form of the certificate may be obtained from Computershare or online at www.investorcentre.com under the help tab, "Printable Forms".

**GO ONLINE TO VOTE,
 or turn over to complete the form →**

MR SAM SAMPLE
 FLAT 123
 123 SAMPLE STREET
 THE SAMPLE HILL
 SAMPLE ESTATE
 SAMPLEVILLE VIC 3030

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

I ND

Proxy Form

Please mark to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Programmed Maintenance Services Limited hereby appoint

the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Programmed Maintenance Services Limited to be held at the Duxton Hotel Perth, No. 1 St George's Terrace, Perth, Western Australia on Wednesday, 23 March 2016 at 9:00am (Perth Time) and at any adjournment or postponement of that Meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolution: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise by completing and returning this form the Chairman to exercise my/our proxy on Resolution 2 and vote as the Chairman sees fit (except where I/we have indicated a different voting intention below) even though Resolution 2 is connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolution 2 by marking the appropriate box in step 2 below.

STEP 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

	For	Against	Abstain
Resolution 1 Approval of Financial Assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 Approval of Increase in Non-Executive Director Remuneration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies (where appropriately authorised) in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

SIGN Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact Name _____

Contact Daytime Telephone _____

Date / / _____

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