

8 February 2013

Company Announcements
Australian Securities Exchange Limited
Level 4, 20 Bridge Street
SYDNEY NSW 2000
AUSTRALIA

Dear Sir / Madam

RE: DIVIDEND REINVESTMENT PLAN (DRP)

Monadelphous Group Limited (ASX: MND) is pleased to announce the introduction of a Dividend Reinvestment Plan (DRP) allowing eligible shareholders to reinvest their dividends into Monadelphous Shares.

The attached information, comprising the letter to shareholders, Information Booklet and Election Notice is being mailed to shareholders today.

Yours sincerely,



Zoran Bebic
CFO and Company Secretary

8 February 2013

Dear Shareholder

RE: Monadelphous Group Limited Dividend Reinvestment Plan (DRP)

Monadelphous Group Limited (ASX: MND) recently announced the introduction of a DRP allowing shareholders to reinvest their dividends into Monadelphous shares. Monadelphous invites all eligible shareholders to participate in the DRP subject to the DRP Rules.

Eligible shareholders may elect to take all or part of future dividends in the form of cash or shares in accordance with the DRP Rules. Shares will be provided under the DRP free of brokerage and other transaction costs.

Enclosed with this letter are:

- a DRP election notice; and
- the DRP information booklet.

A full copy of the DRP Rules was lodged with the Australian Securities Exchange (ASX) on 8 February 2013 and is also available on the Monadelphous website (www.monadelphous.com.au) under Investors & Media on the Dividend Information page or by contacting Computershare on 1300 364 961.

Shareholders considering participation in the DRP should read the DRP information booklet enclosed with this invitation.

To make your election to participate in the DRP please return your completed DRP election notice in the business reply envelope or use the following link to make your election online:

www.computershare.com.au/easyupdate/mnd

Monadelphous will release an announcement via the ASX regarding the next dividend with its half-year results to be announced on 19 February 2013.

Yours sincerely



John Rubino
Chairman



Monadelphous

Monadelphous Group Limited Dividend Reinvestment Plan

Information Booklet

This booklet contains important information. Please give it your immediate attention. Should you have any doubts about how to deal with it, please consult your legal or financial adviser. Specific taxation advice should be obtained if required and the Company takes no responsibility for the taxation liabilities of participants in the Dividend Reinvestment Plan.

Monadelphous Group Limited
ABN 28 008 988 547

Monadelphous Group Limited Dividend Reinvestment Plan

Outline of the Plan

The Monadelphous Group Limited Dividend Reinvestment Plan (**Plan**) allows eligible shareholders to apply for additional shares in Monadelphous Group Limited as an alternative to receiving dividends in cash.

Shareholders can participate in respect of all of their shares, or some only of their shares, and may withdraw from the Plan at any time by written notice.

The price of shares allotted under the Plan will be based on the volume weighted average market price (rounded to the nearest cent) of all shares sold on ASX during the period of five consecutive trading days immediately preceding the record date in respect of the relevant dividend, less a discount, if any, as determined by the Directors.

No brokerage, commission, stamp duty or other transaction costs will be payable by shareholders in respect of shares issued under the Plan.

Plan shares will rank equally with existing fully paid ordinary shares and ASX quotation will be sought for all shares issued under the Plan.

Members can elect to participate in the Plan by completing the Election Notice included with this booklet and returning it to the Share Registrar (Computershare Investor Services Pty Ltd) at the address below.

The full terms and conditions of the Plan are set out in the following Rules of the Plan.

Enquiries

Enquiries relating to the administration of the Plan should be addressed to:

Computershare Investor Services Pty Ltd
Level 2, 45 St Georges Terrace
Perth Western Australia 6000
Australian Shareholder Line 1300 364 961
Overseas Shareholder Line +61 3 9946 4415
Fax +61 8 9323 2033

Contents

Outline of the Plan	Page 1
Rules of the Plan	Page 2

Rules

1 The Plan

1.1 Commencement

The Plan and these Rules will commence operation on the date determined by the Directors.

1.2 Participation

Only Eligible Shareholders may participate in the Plan. Participation in the Plan is optional and not transferable.

1.3 Election Notice

To apply to participate in the Plan, Eligible Shareholders must complete, sign and lodge an Election Notice with the Share Registry.

1.4 Joint Holders

All joint holders of Shares must sign a single Election Notice for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the Plan with respect to the Shares jointly held.

1.5 Multiple shareholding accounts

If an Eligible Shareholder has more than one holding of Shares and wishes to participate in the Plan with respect to one or more such holdings, an Election Notice must be lodged with respect to each separate shareholding.

2 Degree of participation

2.1 Participation

An Eligible Shareholder who wishes to participate in the Plan must elect on the Election Notice the degree to which the shareholder wishes to participate in the Plan. Participation in the Plan may be:

- a) full participation - for all the Participant's shareholding from time to time; or
- b) partial participation - for a specific number of Shares nominated by the Participant. If at the record date for a Dividend, the number of Shares held by the Participant is fewer than the nominated

number, then the Plan will apply only to that lesser number for that Dividend.

2.2 Limited participation

Despite Rule 2.1, the Directors may at any time by written notice to Eligible Shareholders limit participation in the Plan by limiting the amount of Dividend which may be reinvested under the Plan.

2.3 Application taken to be for full participation

An Election Notice received by the Share Registry is taken to be:

- a) an application for full participation in the Plan if the Eligible Shareholder does not clearly indicate the degree of participation in the Plan.

3 Acceptance of applications

3.1 Director's discretion

The Directors may in their absolute discretion accept or refuse any Election Notice, without being bound to give any reason for doing so. If the Directors refuse to accept an Election Notice, the Company must notify the Eligible Shareholder as soon as practicable that the Election Notice has been rejected.

3.2 Effectiveness of Election Notice

Subject to Rule 3.1, an Eligible Shareholder's participation in the Plan will commence from the first Dividend payment after receipt of the Election Notice, provided it is received before the record date for that Dividend, and will continue until:

- a) superseded by a later Variation Notice;
- b) termination of the Participant's participation in the Plan; or
- c) the Plan is suspended or terminated.

3.3 Record of Plan Participation

The Company will record for each shareholding account of each Participant particulars of:

- a) the name and address of the Participant; and
- b) the number of Plan Shares held by the Participant from time to time.

The Company's records will be conclusive evidence of the matters so recorded.

3.4 Significance of applying

By applying to participate in the Plan in accordance with Rule 1, an applicant:

- a) warrants to the Directors that it is an Eligible Shareholder;
- b) authorises the Directors (and their officers or agents) to correct any error in, or omission from, the applicant's Election Notice or any later Variation Notice;
- c) acknowledges that the Company may at any time irrevocably determine that the applicant's Election Notice is valid, in accordance with these Rules, even if the Election Notice is incomplete, contains errors or is otherwise defective;
- d) acknowledges that the Directors may reject any Election Notice;
- e) acknowledges the discount (if any) applicable under Rule 4.4 may be different from one Dividend to the next; and
- f) acknowledges that none of the Directors, the Company or the Share Registry has provided the applicant with investment advice or financial product advice and that none of the above has any obligation to provide such advice concerning its decision to apply to participate in the Plan.

4 Reinvestment of Dividends

4.1 Reinvestment

Dividends on Plan Shares will be applied by the Company on the Participant's behalf in subscribing for Shares. Any Dividends on Plan Shares which the Company is entitled to retain under its Constitution or otherwise will not be available for subscribing for Shares.

Any portion of a Participant's Dividends on Plan Shares:

- a) which is deductible by the Company as withholding tax; or
- b) which the Company is entitled or required to withhold or deduct for any reason from the Dividend payable to that Participant,

will not be applied to subscribe for Shares.

4.2 Plan accounts

The Directors will establish and maintain a Plan account for each shareholding account of each Participant. At the time of each Dividend payment, the Directors will:

- a) determine the Dividend payable in respect of the Plan Shares which may be reinvested under the Plan (before any deduction referred to in (b) below);
- b) determine (where applicable) the amount to be withheld or deducted under Rule 4.1, and any other sum the Company is entitled to retain in respect of the Plan Shares;
- c) credit the amount in (a) above and debit any amount in (b) above to the Participant's Plan account;
- d) determine the maximum whole number of Shares which can be acquired under these Rules by dividing the amount in the Participant's Plan account by the Issue Price and rounding to the nearest whole Share with 0.5 of a Share rounded down; and
- e) on behalf of and in the name of the Participant, subscribe for the number of Shares determined under (d) above and debit the entire balance of the Participant's Plan Account in payment for those Shares (with no cash balance being carried forward in the Participant's Plan account).

4.3 Entitlement formula

The number of Shares issued to each Participant will be the whole number equal to (or when not a whole number, be rounded to the nearest whole Share with 0.5 of a Share rounded down) the number represented by "A" calculated in accordance with the following formula:

$$A = \frac{D - T}{I}$$

where:

- D** is the Dividend payable on the Participant's Plan Shares as at the record date for that Dividend which may be reinvested under the Plan;
- T** is any withholding tax or other sum the Company is entitled to deduct or retain in relation to the Dividend or the Plan Shares; and
- I** is the Issue Price.

Shares will not be issued under the Plan if the issue of such Shares would breach any provision of any applicable law.

4.4 No discount unless otherwise determined

No discount will apply for the purposes of calculating the Issue Price unless the Directors determine otherwise. The Directors may, in their sole discretion, resolve from time to time to apply a discount for the purposes of calculating the Issue Price.

Any discount determined by the Directors in respect of the Plan for a particular Dividend may differ from any discount determined by the Directors in respect of the Plan for any future Dividends.

The discount allocated for a particular Dividend:

- a) may be nil; or
- b) as determined by the Directors.

In either case, the discount will be announced on the Company's website and to the ASX at any time, but any variation will not apply to any discount already announced for a particular Dividend.

4.5 Statements

As soon as practicable after each issue 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 Plan Shares on the record date for the relevant Dividend;
- b) the Dividend payable in respect of that Participant's Plan Shares which has been applied towards subscribing for additional Shares;
- c) if applicable, the amount of any withholding tax or other amount under Rule 4.2(b) which has been deducted or retained from the Dividend payment on the Participant's Plan Shares;
- d) the number, issue price and issue date of additional Shares allotted to that Participant under the Plan;
- e) the number of Shares (including Plan Shares) in respect of which that Participant is the registered holder after the allotment; and
- f) any franking credit which is attached to the Dividend.

4.6 Equal ranking

All Shares issued under the Plan will from the date of issue rank equally in all respects with existing Shares.

4.7 Allotment and despatch of statements

Shares to be issued under the Plan will be issued by the Company within the time required by the ASX and shareholder statements for the Shares will be despatched as soon as practicable after issue, if so required by the Constitution.

4.8 Quotation on ASX

The Company will make application promptly after any issue of Shares under the Plan for quotation of those Shares on ASX, if other Shares of the Company are quoted at that time.

5 Variation or termination of participation

5.1 Variation Notice

By lodging with the Share Registry a Variation Notice, a Participant may:

- a) increase or decrease the number of its Plan Shares; or
- b) terminate its participation in the Plan.

A Variation Notice must be lodged for each shareholding account. To be effective for a future Dividend, the Variation Notice must be received by the Share Registry before the record date for that Dividend.

5.2 Participation taken to be terminated

If a Participant disposes of all the Participant's Shares without giving the Share Registry a Variation Notice and is not registered as a holder of any Shares at the record date for payment of a Dividend, the Participant is taken to have terminated participation on the last date when the Company registered a transfer of the Participant's Shares.

5.3 Part disposal and no notice

When a Participant disposes of part of the holding of Shares of that Participant, and does not notify the Share Registry, the Shares disposed of, to the extent possible, will be taken to be:

- a) firstly, Shares which are not Plan Shares; and
- b) secondly, Plan Shares.

5.4 Termination on death or bankruptcy

If a Participant dies, participation in the Plan terminates upon receipt by the Directors of written notice of the death. If a Participant is declared bankrupt or is wound-up, participation in the Plan terminates upon receipt by the Directors of a notification of bankruptcy or winding-up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders does not automatically terminate participation provided the remaining holder or all remaining joint holders are Eligible Shareholders.

6 Modification, suspension and termination of the Plan

6.1 Directors may act

The Plan may be:

- a) modified (including by variation of the Rules);
- b) suspended;
- c) recommenced; or
- d) terminated,

by the Directors at any time.

6.2 Modification

If the Plan or Rules are modified, a Participant continues to participate under the Plan unless the Participant terminates its participation in the Plan by submitting a Variation Notice in accordance with Rule 5.1 or is taken to have terminated its participation under Rule 5.2 or Rule 5.4.

6.3 Suspension

If the Plan is suspended, Participants' elections as to participation in the Plan cease to be effective and all Shares are taken not to be Plan Shares for the purpose of any Dividend declared while the Plan is suspended. While the Plan is suspended, Dividends on Plan Shares will not be applied by the Directors on the Participant's behalf in subscribing for Shares.

6.4 Recommencement

If the Plan is recommenced following a suspension, the Directors may determine that the Participant's previously suspended Election Notice will be reinstated and be valid and effective in accordance with these Rules for

the purposes of the recommended Plan, unless determined otherwise by the Directors and notified to Participants in accordance with Rule 6.5.

6.5 Notice

The Company will give notice of any:

- a) variation of the Plan or Rules (other than simply an exercise of a discretion, authority or power under these Rules) to Eligible Shareholders at least one month before the effective date of the variation;
- b) suspension or recommencement of the Plan to Participants as soon as reasonably practicable before or after the effective date of the suspension or recommencement; and
- c) termination of the Plan to Participants at least one month before the effective date of the termination.

Notice may be provided in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on the Company's website, announcement to ASX or mailed written notices) which the Directors consider appropriate to bring the termination, variation, suspension or recommencement to the notice of the Participants or Eligible Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

6.6 No liability

Any variation, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right of action against, the Company or its Directors, officers, employees, representatives or agents.

6.7 Omission or non-receipt of notice

The accidental omission to give notice of variation, suspension or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the variation, suspension or termination of the Plan.

7 Administration of the Plan

7.1 Administered by Directors

This Plan will be administered by the Directors who have the power to:

- a) determine procedures for administration of the Plan consistent with the Rules;

- b) settle in such manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Shares and the determination of the Directors is to be conclusive and binding on all Participants and other persons to whom the determination relates; and
- c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan.

Notwithstanding anything else in these Rules, this Plan must be administered in accordance with the Listing Rules and the Constitution.

7.2 Participants to be bound

Participants are at all times bound by the Rules.

7.3 Costs to Participants

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares issued under the Plan. However the Company does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

7.4 Governing law

These Rules will be governed by and construed in accordance with the laws of Western Australia.

7.5 Additional information

A copy of the Company's most recent annual report and financial statements is available to every Eligible Shareholder free of charge by:

- a) downloading the documents from the Company's website (www.monadelphous.com.au); or
- b) downloading the documents from the ASX website (www.asx.com.au) (the Company's ASX code is "MND"); or
- c) on request by contacting the Share Registry.

8 Interpretation

8.1 Definitions

The following words have these meanings in these Rules, unless the contrary intention appears:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange as the context requires.

Board means the board of Directors of the Company from time to time.

Company means Monadelphous Group Limited ABN 28 008 988 547.

Constitution means the constitution of the Company as amended from time to time.

Directors means the directors of the Company acting as a board or any duly appointed committee of the Board.

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

Election Notice means the application to participate in the Plan in respect of a particular shareholding account in the form that the Directors from time to time approve (including a form which can be used as both an Election Notice and a Variation Notice).

Eligible Shareholder means a person registered as the holder of Shares other than:

- a) a person with a registered address in any place where, in the reasonable opinion of the Directors, participation or the making of an offer or invitation to participate in the Plan is unlawful or would require compliance with conditions which the Directors in their sole discretion regard as unacceptable or unduly onerous; or
- b) a person whose participation in the Plan would otherwise, in the reasonable opinion of the Directors, be unlawful, impractical, impossible or would have an adverse effect on the regulatory approvals or licences which the Company holds or for which it intends to apply.

Issue Price means, in respect of any issue of Shares under the Plan, the arithmetic average of the daily volume weighted average market price (rounded to the nearest cent) of all Shares sold through a Normal Trade on the ASX automated trading system during the period of five consecutive trading days immediately preceding the record date in respect of the relevant Dividend, less a discount, if any, as determined by the Directors under Rule 4.4.

The weighted average market price referred to above will be calculated by the Board or another suitable person nominated by the Board, by reference to information the Board approves for the purpose from time to time. The determination by the Board of the Issue Price will be binding on all Participants.

Listing Rules means the Listing Rules of ASX.

Normal Trade means all trades excluding special trades such as special crossings, overseas trades, option exercise trades and any other trade determined by the Board in its sole discretion as not to be reflective of normal trading in Shares.

Participant means an Eligible Shareholder whose application to participate in the Plan in respect of a particular shareholding account has been accepted by the Directors.

Plan means the Monadelphous Group Limited Dividend Reinvestment Plan, the terms of which are set out in these Rules.

Plan Shares means the Shares in a particular shareholding account which are designated by a Participant as Shares that are to participate in this Plan and in relation to which any Dividend is to be applied in subscribing for additional Shares.

Rules means the rules of the Plan as varied from time to time.

Shares means fully paid ordinary shares in the Company, and any other shares issued by the Company that the Directors decide are eligible for participation in the Plan.


Share Registry means the share registry that maintains the Share register of the Company from time to time.


Variation Notice means a notice in the form that the Directors from time to time approve (including a form which can be used as both an Election Notice and a Variation Notice) for a Participant to increase or decrease the number of the Participant's Plan Shares or terminating the Participant's participation in the Plan.

8.2 Reference to certain general terms

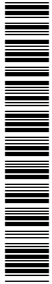
Unless the contrary intention appears, a reference in these Rules to:

- a) **(person)** the word "person" includes any company, partnership, joint venture, association, corporation; and
- b) **(singular includes plural)** the singular includes the plural and vice versa.

 **Online:**
www.computershare.com


 **By Mail:**
Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001

Enquiries:
(within Australia) 1300 364 961
(international) 61 3 9415 4000
Facsimile 61 3 9473 2500
Securityholder Reference Number (SRN)



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

SRN WITHHELD DEC

 For your security keep your SRN/HIN confidential.

Dividend Reinvestment Plan

Use a **black pen**.
Print in **CAPITAL** letters
inside the grey areas.

A	B	C
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1	2	3
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Where a choice is required,
mark the box with an 'X'

X

A Notice of Variation

I/We elect to vary our participation in the Dividend Reinvestment Plan as follows:

X

FULL PARTICIPATION - Including any further acquisitions

OR

X

PARTIAL PARTICIPATION - Please specify the number of securities to participate in the DRP.

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X

TERMINATION - If you wish to cancel your participation.

B Sign Here - This section **must** be signed for your instructions to be executed.

I/We authorise you to act in accordance with my/our instructions set out above. I/We acknowledge that these instructions supersede and have priority over all previous instructions in respect to my/our securities. Where I/we have indicated participation in the Dividend Reinvestment Plan, I/we hereby agree to be bound by the Terms and Conditions of the Dividend Reinvestment Plan.

Individual or Securityholder 1

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Director

Securityholder 2

--

Director/Company Secretary

Securityholder 3

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Sole Director and Sole Company Secretary

Date - Day

Month

Year

		/			/			
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Note: When signed under Power of Attorney, the attorney states that they have not received a notice of revocation. Computershare Investor Services Pty Limited needs to sight a certified copy of the Power of Attorney.

How to complete this form

A Notice of Variation

Complete this section if you wish to vary your participation in the company's DRP.

If you wish to reinvest part of your securities in the company's DRP, please show the amount in figures of your securityholding that you wish to participate.

Please note that an election to participate fully in the Dividend Reinvestment Plan will override any instruction on the registry record regarding direct payment of cash dividends into a nominated account.

To be effective this form must be received by the Record Date for that Dividend.

If you no longer wish to participate in the Company's DRP, mark the box on the front of this form with an 'X'.

This instruction only applies to the specific holding identified by the SRN/HIN and the name appearing on the front of this form.

B Signature(s)

If you have chosen to have your cash dividends fully or partially reinvested into company securities and you have completed Section A, you must sign this form as follows in the spaces provided:-

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

Power of Attorney: to sign under Power of Attorney, you must have already lodged this document with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

D1013

MND

Please return the completed form to:

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

