605

Form 605

Corporations Act 2001 Section 671B

Notice of ceasing to be a substantial holder

To Company i	Name/Scheme								
ACN/ARSN									
1. Details of	substantial hold	er(1)							
Name ACN/ARSN (if a	applicable)								
The holder ceas substantial hold		_	/ /	-					
	tice was given to to totice was dated	he company on	/ / / /						
2. Changes i	n relevant intere	ests							
Particulars of easubstantial hold	ach change in, or ch ler was last require	nange in the nature of, a rele d to give a substantial holdi	ng notice to t	the company or sch	ial holder or an associate (3 eme are as follows:	_	of the company or scheme, s	since the	
	Date of change	Person whose relevant interest changed	Nature change			Class (6) and number of securities affected	Person's votes affected		
The persons wh	n association o have become ass	ociates (3) of, ceased to be e are as follows:	associates o	of, or have changed	the nature of their associat	ion (7) with, the subst	antial holder in relation to v	<i>v</i> oting	
	Name and ACI	N/ARSN (if applicable)		Nature of assoc	ciation				
4. Addresses	i								
The addresses of	of persons named i	n this form are as follows:							
	Name			Address					
Signature									
print name				capacity	<i></i>				
sign here				date / /					
* At a	meeting of the	Board on 22 Nover	nber 201:	3. the Director	s resolved to approv	ve the delegation	n of the preparation	and	

^{*} At a meeting of the Board on 22 November 2013, the Directors resolved to approve the delegation of the preparation an lodgement of substantial shareholder notices on behalf of BlackRock Investment Management (Australia) Limited.

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

22-Mar-16
Kayla McGrory, Authorised Signatory
Date

2. Changes in relevant interests

WORLEYPARSONS LTD (WOR)							
Date of Change	Person whose relevant interest changed	Nature of ch Consideration give change	en in relation to		nd number of es affected	Person's votes affected	
15-Mar-16	BlackRock Investment Management (UK) Limited	on mkt sell	5.29	ord	-22,854	-22,854	
15-Mar-16	BlackRock Asset Management Deutschland AG	on mkt buy	5.15	ord	24,688	24,688	
15-Mar-16	BlackRock Fund Advisors	in specie	n/a	ord	6,559	6,559	
15-Mar-16	BlackRock Investment Management	on mkt buy	5.15	ord	218,842	218,842	
16-Mar-16	BlackRock Fund Advisors	on mkt buy	5.24	ord	121,899	121,899	
16-Mar-16	BlackRock Asset Management North Asia Limited	collateral transfer	n/a	ord	42,072	42,072	
17-Mar-16	BlackRock Fund Advisors	on mkt buy	5.60	ord	36,731	36,731	
17-Mar-16	BlackRock Fund Advisors	on mkt sell	5.63	ord	-118,332	-118,332	
17-Mar-16	BlackRock Institutional Trust Company, National Association	on mkt sell	5.63	ord	-5,057	-5,057	
17-Mar-16	BlackRock Asset Management Canada Limited	on mkt sell	5.63	ord	-1,722	-1,722	
17-Mar-16	BlackRock Investment Management (Australia) Limited	on mkt sell	5.64	ord	-28,679	-28,679	
17-Mar-16	BlackRock Asset Management North Asia Limited	collateral transfer	n/a	ord	-42,072	-42,072	
18-Mar-16	BlackRock Asset Management Deutschland AG	on mkt buy	5.59	ord	750,637	750,637	
18-Mar-16	BlackRock Advisors (UK) Limited	on mkt buy	5.60	ord	1,507,362	1,507,362	
18-Mar-16	BlackRock Fund Advisors	on mkt sell	5.60	ord	-3,361,446	-3,361,446	
18-Mar-16	BlackRock Investment Management (Australia) Limited	on mkt buy	5.60	ord	55,795	55,795	
18-Mar-16	BlackRock Investment Management (Australia) Limited	on mkt sell	5.60	ord	-8,085	-8,085	
18-Mar-16	BlackRock Fund Advisors	on mkt buy	5.60	ord	113,745	113,745	
18-Mar-16	BlackRock Asset Management Canada Limited	on mkt buy	5.60	ord	3,720	3,720	
18-Mar-16	BlackRock Asset Management Canada Limited	on mkt sell	5.60	ord	-48,928	-48,928	
18-Mar-16	BlackRock Institutional Trust Company, National Association	on mkt buy	5.60	ord	32,351	32,351	
18-Mar-16	BlackRock Investment Management (UK) Limited	on mkt buy	5.60	ord	5,755	5,755	
18-Mar-16	BlackRock Investment Management (Australia) Limited	on mkt sell	5.56	ord	-13,109	-13,109	

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This is Annexure B of 1 pages referred to in form 605 Notice of ceasing to be a substantial shareholder

Kayla McGrory, Date
Authorised Signatory

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
BlackRock Group	
BlackRock Inc.	55 East 52nd Street
	New York NY 10055 USA
BlackRock Advisors (UK) Limited	12 Throgmorton Avenue.
,	London, EC2N 2DL,
	United Kingdom
BlackRock Asset Management Canada Limited	161 Bay Street, Suite 2500
	Toronto, Ontario M5J 2S1
	Canada
BlackRock Asset Management Deutschland AG	Max-Joseph-Straße 6
	D-80333 Munich, Germany
BlackRock Asset Management North Asia Limited	15/F, 16/F, 17/F Citibank Tower & 17/F ICBC Tower,
	3 Garden Road, Central, Hong Kong
BlackRock Fund Advisors	400 Howard Street
	San Francisco, CA, 94105
	United States
BlackRock Institutional Trust Company, National	1225 17th Street,
Association	Suite 300,
	Denver, CO 80202 (Colorado, USA)
BlackRock Investment Management (Australia) Limited	Level 26, 101 Collins Street
	Melbourne VIC 3000
	Australia (Victoria, Australia)
BlackRock Investment Management (UK) Limited	12 Throgmorton Avenue
	London EC2N 2DL
	United Kingdom

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	This	is	Annexure	C of	1	page	referred	to i	n form	605	Notice of	f ceasing	to	be	a sub	stantial	sharehol	lder
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	22-Mar-16
Kayla McGrory, Authorised Signatory	Date

Parties to agreement: Party A - Citigroup Global Markets Limited Party B - HSBC Institutional Trust Services (Asia) Limited Refer to Annexure A (transactions identified as collateral transfers) BlackRock Asset Management North Asia Limited (as investment manager for the funds) Are there any restrictions on voting rights? If yes, detail Scheduled return date (if any): Does the borrower have the right to return early? If yes, detail If yes, detail If yes, detail Party A - Citigroup Global Markets Limited Refer to Annexure A (transactions identified as collateral transfers) BlackRock Asset Management North Asia Limited (as investment manager for the funds) Yes. Unless otherwise agreed between the parties, the Registered Owner will not exercise any voting rights. Yes. Upon an Event of Default under the GMSLA, the GMSLA provides, broadly, that both parties payment and delivery obligations will be accelerated and replaced with an obligation one party to pay a single cash sum to the other determined in accordance with the provisions of the GMSLA (as modified by the Annex). The GMSLA provides that the parties' right to terminate the Agreement upon notice will not affect the parties' existing obligations in respect of any outself and length to terminate and return the borrower descurities - as the Borrower was to borrow the securities issued by it (or its sister company) to provide protection against the insolvency of the issuer and security and the parties of termination in a GMSLA were restricted. Subject to the terms of the relevant Loan, the Borrower was to borrow the securities at any time provided that it 'shall cease to have such entitlement if an Act of Insolvency with respect to any Security Issuer or any of the Borrower's or any Security Issuer's affiliates has occurred, or any such person takes any steps prepactory to any of the matters which would constitute an Act of Insolvency Poes the lender have the right to recall early? If yes, detail		
Party B - HSBC Institutional Trust Services (Asia) Limited Refer to Annexure A (transactions identified as collateral transfers) BlackRock Asset Management North Asia Limited (as investment manager for the funds) Are there any restrictions on voting rights? If yes, detail Scheduled return date (if any): Does the borrower have the right to return early? If yes, detail Yes. Upon an Event of Default under the GMSLA, the GMSLA provides provides, broadly, that both parties payment and delivery obligations will be accelerated and replaced with an obligation one party to pay a single cash sum to the other determined in one party to pay a single cash sum to the other determined in one party to pay a single cash sum to the other determined in correct with the provisions of the GMSLA (as modified by the Annex). The GMSLA provides that the parties' right to terminate the Agreement upon notice will not affect the parties' existing obligations in respect of any outstanding loans of securities. The Annex amended and restricted the Borrower's termination rights – I.e. Borrower may not have the right to terminate and return the borrower were securities as any to provide protection against the insolvency of the issuer and susual rights of termination in a GMSLA were restricted. Subject to the terms of the relevant Loan, the Borrower, may early terminate a Loan and return Equivalent Securities at any terminate a Loan and return Equivalent Securities at any terminate and clease to have the efficiency or any such person takes any steps preparatory to any of the Borrower's or any Security Issuer's affiliates has occurred, or any such person takes any steps preparatory to any of the matters which would constitute an Act of Insolvency If yes, detail Will the securities be returned on settlement? Yes.	Type of agreement:	Global Master Securities Lending Agreement
Transfer date: Refer to Annexure A (transactions identified as collateral transfers) BlackRock Asset Management North Asia Limited (as investment manager for the funds) Are there any restrictions on voting rights? If yes, detail Scheduled return date (if any): Does the borrower have the right to return early? If yes, detail Yes. Upon an Event of Default under the GMSLA, the GMSLA provides, broadly, that both parties payment and delivery obligations will be accelerated and replaced with an obligation one party to pay a single cash sum to the other determined in one party to pay a single cash sum to the other determined in one party to pay a single cash sum to the other determined in corordance with the provisions of the GMSLA (as modified by the Annex). The GMSLA provides that the parties' right to terminate the Agreement upon notice will not affect the parties' existing obligations in respect of any outstanding loans of securities. The Annex amended and restricted the Borrower was to borrow the securities issued by it cit sister company) to provide protection against the insolvency of the issuer and susual rights of termination in a GMSLA were restricted. Subject to the terms of the relevant Loan, the Borrower, may early terminate a Loan and return Equivalent Securities at any terminate a Loan and return Equivalent Securities at any terminate a Loan and return Equivalent Securities at any terminate a Loan and return Equivalent Securities at any terminate and person takes any steps preparety to any of the matters which would constitute an Act of Insolvency Poes the lender have the right to recall early? If yes, detail Will the securities be returned on settlement?	Parties to agreement:	
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Are there any restrictions on voting rights? If yes, detail Scheduled return date (if any): Not applicable. Yes. Upon an Event of Default under the GMSLA, the GMSLA provides, broadly, that both parties payment and delivery obligations will be accelerated and replaced with an obligation one party to pay a single cash sum to the other determined in accordance with the provisions of the GMSLA (as modified by the Annex). The GMSLA provides that the parties' right to terminate the Agreement upon notice will not affect the parties' existing obligations in respect of any outstanding loans of securities. The Annex amended and restricted the Borrower's termination rights – i.e. Borrower may not have the right to terminate and return the borrowed securities - as the Borrower was to borrow the securities - as the Borrower was to borrow the securities - as the Borrower was to borrow the securities at any time provided that it "shall cease to have such entitlement if an Act of Insolvency with respect to any Security Issuer or any of the Borrower's or any Security Issuer or any of the Borrower's or any Security Issuer or any of the Borrower's or any Security Issuer or any of the Borrower's or any Security Issuer or any of the Borrower's or any Security Issuer or any of the Borrower's or any Security Issuer or any of the matters which would constitute an Act of Insolvency Will the securities be returned on settlement? Yes.	Transfer date:	
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If yes, detail Will the securities be returned on settlement? Yes.	Does the borrower have the right to return early? If yes, detail	Upon an Event of Default under the GMSLA, the GMSLA provides, broadly, that both parties payment and delivery obligations will be accelerated and replaced with an obligation of one party to pay a single cash sum to the other determined in accordance with the provisions of the GMSLA (as modified by the Annex). The GMSLA provides that the parties' right to terminate the Agreement upon notice will not affect the parties' existing obligations in respect of any outstanding loans of securities. The Annex amended and restricted the Borrower's termination rights – i.e. Borrower may not have the right to terminate and return the borrowed securities - as the Borrower was to borrow the securities issued by it (or its sister company) to provide protection against the insolvency of the issuer and so usual rights of termination in a GMSLA were restricted. Subject to the terms of the relevant Loan, the Borrower, may early terminate a Loan and return Equivalent Securities at any time provided that it "shall cease to have such entitlement if an Act of Insolvency with respect to any Security Issuer or any of the Borrower's or any Security Issuer's affiliates has occurred, or any such person takes any steps preparatory to any of the
Will the securities be returned on settlement? Yes.	Does the lender have the right to recall early?	Yes, at notice.
	If yes, detail	
If yes, detail any exceptions	Will the securities be returned on settlement?	Yes.
	If yes, detail any exceptions	

A copy of this agreement will be provided to WORLEYPARSONS LTD or the Australian Securities and Investments Commission upon request.