

Closing Protocol

1. Overview

The parties must comply with the terms of this Closing Protocol to determine specific changes to be made to the Project Documents to address any changes in the Relevant Rates occurring between the date of the rate set for the models described in Schedule 3 of this Closing Protocol and the date of Financial Close, or such earlier date or dates as described below.

2. Definitions

Capitalised expressions in this Closing Protocol have the meaning given to them in the Project Deed unless the context requires otherwise, and:

10 Year Swap Rate shall be the mid 10 year swap rate as quoted on Reuters page SWAPREF at 10am on each of the Agreed Dates and the final hedging date as contemplated in Clause 4 and 5.

20 Year Swap Rate shall be calculated by firstly taking the average of the bid and offer swap spreads as quoted for 20 years on Reuters page ICAPAUWAPS01 at 10am on each of the Agreed Dates and the final hedging date as contemplated in Clause 4 and 5 and then dividing this by 100 ("**20 year swap spread**"); and secondly the 10 year futures yield shall be calculated by taking the 10 year government bond futures contract as published on Reuters page SWAPREF at 10am on each of the Agreed Dates and the final hedging date as contemplated in Clause 5, and subtracting this amount from 100 ("**10 year futures yield**"). The 20 year swap rate is then calculated by adding the 20 year swap spread to the 10 year futures yield.

Additional Securities has the meaning given in the Equity Confirmation Letter.

Agreed Date means every other day from 14/07/08 until 24/07/08 or any other dates agreed between the State, QTC and BrisConnections. Unless approved by all Senior Hedge Providers, a minimum of 24 hours notice prior to trading is required to be given for any changes to the Agreed Dates.

ANZ means Australia and New Zealand Banking Group Limited in its capacity as a Senior Hedge Provider.

Bank Base Case Floating Rates mean the assumed forward floating rate which is calculated as the ten year forward ten year rate less 0.25% using the 10 Year Swap Rate and 20 Year Swap Rate. The Floating Rate is represented in the Bank Base Case Model as the "90 Day BBSW" and is calculated using the formula below, rounded to 2 decimal places. The "30 day BBSW" is calculated as the "90 Day BBSW" less 5 basis points and is represented in the Bank Base Case Model as the "30 day BBSW". These rates will be specified to two decimal places.

$$90 \text{ day BBSW} = \left[\frac{(1 + 20 \text{ Year Swap Rate})^{20}}{(1 + 10 \text{ Year Swap Rate})^{10}} \right]^{1/10} - 1 - 0.25\%$$

$$30 \text{ day BBSW} = 90 \text{ day BBSW} - 0.05\%$$

Bank Base Case Model means the electronic spreadsheet and the relevant assumption books and other assumptions and information, data files, run specification files and output analysis routines as further described in Part 1 of Schedule 3.

Base Case Financial Model means the financial model for the project, and the relevant assumption books and other assumptions and information, data files, run specification files and output analysis routines as further described in Part 2 of Schedule 3.

Base Case Floating Rates mean the assumed forward floating rate which is calculated as the ten year forward ten year rate less 0.46% using the 10 Year Swap Rate and 20 Year Swap Rate. The Floating Rate is represented in the Base Case Financial Model as the "90 Day BBSW" and is calculated using the formula below, rounded to 2 decimal places. The "30 day BBSW" is calculated as the "90 Day BBSW" less 5 basis points and is represented in the Base Case Financial Model as the "30 day BBSW". These rates will be specified to two decimal places.

$$90 \text{ day BBSW} = \left[\frac{(1 + 20 \text{ Year Swap Rate})^{20}}{(1 + 10 \text{ Year Swap Rate})^{10}} \right]^{1/10} - 1 - 0.46\%$$
$$30 \text{ day BBSW} = 90 \text{ day BBSW} - 0.05\%$$

Blended Interest Rate Spreadsheet means the spreadsheet used to calculate the Senior Swap Rate and Floating Rates as further described in Part 3 of Schedule 3. The spreadsheet also contains the Debt Hedge Profile S1 and Debt Hedge Profile S2.

Borrower means the Senior Borrower and the IPO Equity Bridge Borrower and **Borrowers** means both of them.

Completion has the meaning given in the Senior Bank Syndicated Facilities Term Sheet.

Construction Facility has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Construction Facility Swap Rate means the swap hedge rate calculated in accordance with the Swap Pricing Protocol by the Senior Hedge Providers. This rate will be specified to four decimal places. For the avoidance of doubt this swap rate will include any Dealers' Swap Margins and Swap Structural Adjustments.

Contract Price has the meaning given in the State Works Deed (excluding deduction of any Early Completion Amount (as defined in the State Works Deed)).

Dealers' Swap Margins has the meaning given to it in the Swap Pricing Protocol.

Debt Amount means the amount of the Construction Facility forecast by the Base Case Financial Model (cell Macros!H12) and the Bank Base Case Model (cell Macros!I13) to be utilised.

Debt Hedge Profile S1 is the debt hedge profile used to determine the Relevant Rates as contemplated in Clause 4 of this Closing Protocol and provided in the sheet labelled "Stage 1" of the Blended Interest Rate Spreadsheet.

Debt Hedge Profile S2 is the debt hedge profile used to determine the Relevant Rates as contemplated in Clause 5 of this Closing Protocol and provided in the sheet labelled "Stage 2" of the Blended Interest Rate Spreadsheet.

Debt Sizing Requirements has the meaning given in Clause 10 of this Closing Protocol.

Deed of Confirmation and Commitment means the document entitled "*Airport Link/Northern Busway (Windsor to Kedron)/EWAG Projects – Deed of Confirmation and Commitment – BrisConnections*" entered into between, among others, BrisConnections Nominee Company Pty Ltd (in its own capacity and as trustee of the BC Asset Trust), BrisConnections Operations Pty Ltd and the State.

Deferred Equity has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Deferred Equity Investor means the Contractor Sponsors or their respective Managed Infrastructure Funds.

Distribution Reinvestment Plan means the plan whereby investors will be issued new shares in lieu of cash distributions.

Equity Amount means the value in cell Q12 of the "Macros" sheet of the Base Case Financial Model.

Equity Bridge Facilities has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Equity Bridge Facility Swap Rate means the swap hedge rate calculated in accordance with the Swap Pricing Protocol by the Senior Hedge Providers. This rate will be specified to four decimal places. For the avoidance of doubt this swap rate will include any Dealers' Swap Margins and Swap Structural Adjustments.

Equity Confirmation Letter means the letter dated 16 May 2008 identified as such in the Deed of Confirmation and Commitment.

Equity Contribution Amount (Public Offer) means the total amount of equity anticipated at Financial Close to be raised for the Project excluding all Deferred Equity.

Equity Requirements has the meaning given in Clause 11 of this Closing Protocol.

Financial Close has the meaning given to it in the Project Deed

Finance Fee has the meaning given in the Base Case Financial Model (cell Ass_Scenario!H297).

Fixed Distribution Period has the meaning given to it in the product disclosure statement, being a period of six years from the date of Financial Close.

Floating Rates mean the Bank Base Case Floating Rates and the Base Case Floating Rates.

Gearing has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Hedge Providers means the Senior Hedge Providers and the IPO Equity Bridge Hedge Provider.

Hedging Policy means the hedging policy set out in schedule 5 of the Senior Bank Syndicated Facilities Term Sheet.

ICR has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

IPO Equity Bridge Borrower means the "Borrower" as described in the IPO Equity Bridge Facility Term Sheet.

IPO Equity Bridge Facility means the "Facility" as described in the IPO Equity Bridge Facility Term Sheet.

IPO Equity Bridge Facility Swap Rate means the swap hedge rate calculated in accordance with the Swap Pricing Protocol by the IPO Equity Bridge Hedge Provider. This rate will be specified to four decimal places. For the avoidance of doubt this swap rate will include any Dealers' Swap Margins and Swap Structural Adjustments.

IPO Equity Bridge Facility Swap means the interest rate swap relating to the IPO Equity Bridge Facility.

IPO Equity Bridge Facility Term Sheet means the document entitled "*Key Terms & Conditions of proposed IPO Equity Bridge Facility to BrisConnections for the Airport Link and Northern Busway (Windsor to Kedron) EWAG Projects*".

IPO Equity Bridge Hedge Provider means Macquarie Bank Limited.

LLCR has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Managed Infrastructure Fund has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Modified Following Business Day Convention means the convention for adjusting any relevant date that would not otherwise fall on a Business Day to the next Business Day unless that day falls to the following month, in which case it is adjusted to the previous Business Day.

PPP Cos has the meaning given to it in the Project Deed.

Pre-Agreed Modification means the applicable modifications as per Schedule 21 of the Project Deed.

Pre-priced FCR Modifications has the meaning given in Annexure 31 of the Deed of Confirmation and Commitment.

Project Deed means the document entitled "*Airport Link and Northern Busway (Windsor to Kedron)/EWAG Projects - Project Deed*" to be entered into between the BrisConnections Nominee Company Pty Ltd (in its own capacity and as trustee of the BC Asset Trust), BrisConnections Operations Pty Ltd and the State.

Project Documents has the meaning given to it in the Project Deed.

PVBP is the present value of one basis point.

QTC means Queensland Treasury Corporation

Ratio Calculation Date has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Relevant Rates means:

- (a) the Equity Bridge Facility Swap Rate;
- (b) the IPO Equity Bridge Facility Swap Rate;
- (c) the State Bridge Facility Swap Rate;
- (d) the Construction Facility Swap Rate;
- (e) the Term Facility Swap Rate; and
- (f) the Bank Base Case Floating Rates; and
- (g) the Base Case Floating Rates.

Reserve Facility has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Required Changes means the changes required to the Project Documents, if any, determined in accordance with Schedule 1 of this Closing Protocol based on the model outputs.

Senior Borrower means the "Borrower" as described in the Senior Bank Syndicated Facilities Term Sheet.

Senior Bank Syndicated Facilities Term Sheet means the document entitled "*Project Landing Senior Bank Syndicated Facilities Term Sheet*".

Senior Hedge Providers means:

- (a) Allied Irish Banks p.l.c. (Sydney Branch);
- (b) Australia and New Zealand Banking Group Limited;
- (c) Bayerische Hypo- und Vereinsbank AG;

- (d) BNP PARIBAS;
- (e) Bank of Scotland plc;
- (f) DEPFA BANK plc;
- (g) DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Hong Kong Branch;
- (h) KBC Bank NV;
- (i) Société Générale Australia Branch;
- (j) United Overseas Bank Limited Sydney Branch; and
- (k) Macquarie Bank Limited.

Senior Swap Rate means:

- (a) the Equity Bridge Facility Swap Rate;
- (b) the State Bridge Facility Swap Rate;
- (c) the Construction Facility Swap Rate; and
- (d) the Term Facility Swap Rate.

For avoidance of doubt, these swap rates include all Swap Structural Adjustments and the Dealers' Swap Margins.

Stage 1 Senior Swap Rate means the Senior Swap Rate executed in Clause 4 of this Closing Protocol.

Stage 2 Senior Swap Rate means the Senior Swap Rate executed in Clause 5 of this Closing Protocol.

Stapled Entities has the meaning given in the Equity Underwriting Agreement.

State Bridge Facility has the meaning given in the Senior Bank Syndicated Facilities Term Sheet.

State Bridge Facility Swap Rate means the swap hedge rate calculated in accordance with the Swap Pricing Protocol by the Senior Hedge Providers. This rate will be specified to four decimal places. For the avoidance of doubt this swap rate will include any Dealers' Swap Margins and Swap Structural Adjustments.

State Contribution means the Contact Price.

State EWAG Funding means the EWAG Contact Price payable by the State net of any contribution BrisConnections Operations Pty Ltd has agreed to make under the EWAG Works Deed.

Swap Pricing Protocol means the swap pricing protocol set out in Schedule 2 of this Closing Protocol.

Swap Structural Adjustments means the Structural Adjustments described in Clause 3 of Schedule 2.

Syndicated Facilities Agreement has the meaning given to it in the Senior Bank Syndicated Facilities Term Sheet.

Term Facility has the meaning giving to it the Senior Bank Syndicated Facilities Term Sheet.

Term Facility Swap Rate means the swap hedge rate calculated in accordance with the Swap Pricing Protocol by the Senior Hedge Providers. This rate will be specified to four decimal places. For the avoidance of doubt this swap rate will include any Dealers' Swap Margins and Swap Structural Adjustments.

Tolling System Completion has the meaning given to it in the Project Deed.

3. Preparation and dry runs

As requested by the State, the PPP Cos will arrange for their representatives, and the representatives of any other parties to the Project Documents, who will be involved in implementing the steps set out in the remainder of this Closing Protocol, to meet the State's representatives to carry out the steps set out in the remainder of this Closing Protocol at such times, and on such number of occasions, as may be reasonably requested by the State before Financial Close to facilitate the effective and efficient implementation of those steps on any agreed execution day including, if relevant, the day of, but prior to, Financial Close. The Relevant Rates will be set according to the following timetable:

- the Senior Swap Rates are to be set in n parcels, with the first n-1 equal parcels completed in Stage 1 (as contemplated in Clause 4) and the final parcel in Stage 2 (as contemplated in Clause 5);
- the Floating Rates are to be set either (a) on a date agreed between the borrower and the State prior to the setting of the Senior Swap Rates as contemplated in Clause 4.1 or (b) in n equal parcels, with the first n-1 equal parcels in Stage 1 (refer to Clause 4) and the final parcel just prior to Stage 2 (as contemplated in Clause 5); and
- the IPO Equity Bridge Facility Swap Rate to be set in a single parcel (as contemplated in Clause 5).

4. Pre-hedging requirements (Stage 1)

On each Agreed Date, PPP Cos must procure that the steps listed in this Clause 4 occur in the order in which they are listed, except to the extent they have already occurred and have been agreed to occur for the purposes of this Clause 4.

4.1 Identify Floating Rates and Establish Debt Hedge Profile

PPP Cos will procure the Debt Hedge Profile S1 required to calculate the Senior Swap Rate and Floating Rates (such profile not to have roll dates on the 14th, 15th, 30th or 31st of the month).

On the day of execution of each parcel, unless the Borrower and State have agreed to set a larger or the entire proportion of the Floating Rate any date prior, the Floating Rate will be set based on the 10am published rates (as published by AFMA on Reuters reference pages "SWAPREF" and "ICAPAUWAPS01") on that day (unless execution is postponed to another day). On the day of execution of the first parcel (but for the avoidance of doubt not for the next parcels), the debt hedge profile will be set through execution of a dry run of the steps set out in Clause 5 using the 10am published rates on that day.

The Debt Hedge Profile S1 will then be split into n (n is expected to be 5) equal parts. For each of the n-1 Stage 1 execution dates, each Senior Hedge Provider will execute their allocated proportion of the 1/n portion of the Debt Hedge Profile S1. This is reflected in the "Stage 1" section of the "Results" Sheet in the Blended Interest Rate Spreadsheet.

The Debt Hedge Profile S1 and Floating Rates will be provided in the Blended Interest Rate Spreadsheet to the Senior Hedge Providers, the State and QTC for confirmation prior to the execution of each parcel.

4.2 Identify Senior Swap Rates

In order for the State, QTC and BrisConnections to verbally agree to the Relevant Rates, the Borrowers will, shortly after 10:15am (AEST) and not between 12:30pm and 2:00pm or after 3:00pm (AEST) on the Agreed Dates:

- (a) provide for the Hedge Providers to calculate a firm dealing Senior Swap Rate in accordance with the Swap Pricing Protocol. A verbal summary of the terms of the swap shall be provided by a Senior Hedge Provider and agreed by BrisConnections, QTC and the each Senior Hedge Provider. To facilitate efficient execution and to ensure execution with each Senior Hedge Provider at the same fixed rate, ANZ, being the provider of the largest portion of the swaps will first advise their rate. Each Senior Hedge Provider will then in turn advise if they are able to execute at that same rate. If any Senior Hedge Provider isn't able to provide the hedge at ANZ's rate, the Senior Hedge Providers will then seek to agree to a single dealing rate executable by all Senior Hedge Providers;
- (b) once a firm dealing rate is agreed amongst the Senior Hedge Providers and acceptable to the Borrowers, advise the State of the Senior Swap Rate disclosed to the Borrowers by the Hedge Providers as the rates determined in accordance with the Swap Pricing Protocol at which the interest rate hedges may be transacted; and
- (c) once the State has notified PPP Cos that the State has verified the Relevant Rates, an authorised representative of QTC will instruct the Hedge Providers to execute the interest rate hedges in accordance with the Swap Pricing Protocol if pricing of those hedges remains the same (or remains acceptable to all parties).

If the parties do not agree the Relevant Rates at the conclusion of the steps described above, then the steps in this paragraph are to be repeated. The parties undertake to use all reasonable endeavours to minimise the time required to complete the steps contemplated by this Clause 4.2.

4.3 Record Relevant Rates

At the completion of each parcel, the Senior Swap Rate and Floating Rates will be recorded in the Blended Interest Rate Spreadsheet and the switch for that parcel set to "ON" in accordance with Schedule 5.

At the completion of the n-1 equal parcels, the Stage 1 Senior Swap Rate will be calculated as the arithmetic average of the Senior Swap Rates executed, as shown in cell S8 of the "Results" sheet of the Blended Interest Rate Spreadsheet.

5. Final hedging requirements (Stage 2)

On the day of, or any day prior to Financial Close as agreed with the State (with the proviso that unless approved by all the Senior Hedge Providers, a minimum of 24 hours notice prior to trading is required to be given for a change to the Stage 2 execution date) to execute the final parcel of the swaps, PPP Cos must procure that the steps listed in this Clause 5 occur in the order in which they are listed, except to the extent they have already occurred and have been agreed to occur for the purposes of this Clause 5.

5.1 Select Modifications

The State will inform the PPP Cos and the Borrowers which, if any, Pre-priced FCR Modifications Pre-Agreed Modifications and/or user charge pricing mechanism are selected by the State, following which the Borrowers shall promptly make any consequential changes to the Base Case Financial Model and the Bank Base Case Model described in either of:

- Annexure 31 of the Deed of Confirmation and Commitment;

- Schedule 21 of the Project Deed; and/or
 - Clause 4 (b) of the Deed of Confirmation and Commitment,
- as a result of the State's selections.

In the event that these modifications are selected following the execution of the final swap parcel but no later than Financial Close, this Clause 5 and the following steps of this Closing Protocol will be repeated to execute an additional swap parcel to reflect the amendments, if any, to the hedge profile as a result of the selected modifications.

5.2 Identify Floating Rates and establish Debt Hedge Profile

Unless the Borrower and State determined the floating rate in respect of the final parcel on any date prior, on the day of execution of the final parcel, the Floating Rate in respect of the final parcel will be set based on the 10am published rates (as published by AFMA on Reuters reference page "SWAPREF" and "ICAPAUWAPS01") on that day and the switch at cell W3 of the "Results" sheet of the Blended Interest Rate Spreadsheet shall be set to "ON".

The final Floating Rates (being the arithmetic average of the Floating Rates from each execution day) to be used to amend the Financial Models in Clause 5.5 are those rates shown in the "Results" sheet of the Blended Interest Rate Spreadsheet:

- (a) the final Base Case Floating Rate at cell AC15; and
- (b) the final Bank Base Case Floating Rate at cell AC16.

On the day of execution of the final parcel, the Debt Hedge Profile S2 will be set through execution of a dry run of the steps set out in this Clause 5 using the 10am published rates (or more recent rates if relevant) on that day. The "Stage 2" section of the "Results" sheet of the Blended Interest Rate Spreadsheet reflects the final execution parcel as calculated by using the difference in profiles between the Debt Hedge Profile S2 and the total profile hedged in Stage 1.

The final execution parcel, the Debt Hedge Profile S2 and Floating Rates will be provided in the Blended Interest Rate Spreadsheet to the Senior Hedge Providers, the State and QTC for confirmation prior to the execution of the final parcel.

5.3 Identify Senior Swap Rates

In order for the State, QTC and BrisConnections to verbally agree to the Senior Swap Rates, the Borrowers will shortly after 10:15am (AEST) and not between 12:30pm and 2:00pm or after 3:00pm (AEST) on the day agreed with the State, QTC and BrisConnections:

- (a) provide for the Hedge Providers to calculate a firm dealing Senior Swap Rates in accordance with the Swap Pricing Protocol. A verbal summary of the terms of the swap shall be provided by a Senior Hedge Provider and agreed by BrisConnections, QTC and the each Senior Hedge Provider To facilitate efficient execution and to ensure the execution with each Senior Hedge Provider at the same fixed rate, ANZ, being the provider of the largest portion of the swaps will first advise their rate. Each Senior Hedge Provider will then in turn advise if they are able to execute at that same rate. If any Senior Hedge Provider isn't able to provide the hedge at ANZ's rate, the Senior Hedge Providers will then seek to agree to a single dealing rate executable by all Senior Hedge Providers;
- (b) once a firm dealing rate is agreed amongst the Senior Hedge Providers and acceptable to the Borrowers, advise the State of the Senior Swap Rate disclosed to the Borrowers by the Hedge Providers as the rates determined in accordance with the Swap Pricing Protocol at which the interest rate hedges may be transacted; and
- (c) once the State has notified PPP Cos that the State has verified the Senior Swap Rates, an authorised representative of QTC will instruct the Hedge Providers to execute the interest

rate hedges in accordance with the Swap Pricing Protocol if pricing of those hedges remains the same (or remains acceptable to all parties).

If the parties do not agree the Relevant Rates at the conclusion of the steps described above, then a dry run of this Clause 5.3 should be run to re-establish the Debt Hedge Profile S2 (but not update to the Floating Rate is required) before the steps in this Clause 5.3 are to be repeated. The parties undertake to use all reasonable endeavours to minimise the time required to complete the steps contemplated by this paragraph 5.3.

Once the Senior Swap Rates have been executed the current PVBP of the cumulative Stage 1 hedged profiles and the current PVBP of the Stage 2 Senior Swap hedged profile are to be calculated and agreed by all parties. To facilitate efficient execution and to ensure the execution with each Senior Hedge Provider at the same PVBP, ANZ will first advise their PVBP. Each Senior Hedge Provider will then in turn advise their confirmation of the same PVBP. If any Senior Hedge Provider isn't able to confirm the PVBP at ANZ's level, the Senior Hedge Providers will then seek to agree to a single PVBP agreeable to all Senior Hedge Providers. Once the PVBP is agreed between all banks and with QTC, the State and the Borrowers, the following results are to be recorded in the "Results" sheet of the Blended Interest Rate Spreadsheet:

- a) The Stage 2 Senior Swap Rate in cell W6;
- b) The current PVBP of the cumulative Stage 1 hedged profiles into cell W5;
- c) The current PVBP of the Stage 2 hedged profile into cell W7.

The inputs referred to in paragraphs (a), (b) and (c) above are to then be used to determine the risk weighted average fixed rate on the hedges executed. Once all parties have agreed to the blended fixed rates, the Senior Swap Rate determination is complete.

5.4 Identify IPO Equity Bridge Facility Swap Rate

In order for the State, QTC and BrisConnections to verbally agree to the IPO Equity Bridge Facility Swap Rate:

- (a) unless previously executed, shortly after step 5.3 is completed on the same day as the Senior Swap Rate is determined, BrisConnections shall provide the IPO debt hedge profile to the IPO Equity Bridge Hedge Provider. A verbal summary of the terms of the swap shall be provided by the IPO Equity Bridge Hedge Provider and agreed by BrisConnections, QTC and the IPO Equity Bridge Hedge Provider. The IPO Equity Bridge Hedge Provider and BrisConnections shall then advise the State and QTC of the IPO Equity Bridge Facility Swap Rate disclosed to the Borrowers by the IPO Equity Bridge Hedge Provider as the rate determined in accordance with the Swap Pricing Protocol at which the interest rate hedge may be transacted; and
- (b) once the State has notified PPP Cos that the State has verified the IPO Equity Bridge Facility Swap Rate, an authorised representative of QTC will instruct the IPO Equity Bridge Hedge Provider to execute the interest rate hedges in accordance with the Swap Pricing Protocol if pricing of those hedges remains the same (or remains acceptable to all parties).

5.5 Amendments to Financial Models

The final rates to be used to amend the Financial Models in this Clause 5.5 are those rates shown in the "Results" sheet of the Blended Interest Rate Spreadsheet, namely:

- (a) the final Senior Swap Rate excluding the dealer swap margin at cell AC8 (rounded to four decimal places); and

- (b) the IPO Equity Bridge Facility Swap Rate as provided by the IPO Equity Bridge Hedge Provider excluding the Dealer Swap Margin.

Then, perform the following steps:

- (a) With respect to the Bank Base Case Model, enter the Relevant Rates, as determined in accordance with paragraphs 5.2, 5.3 and 5.4 of this Closing Protocol, by:
 - (i) updating the Equity Bridge Facility Swap Rate in cell H133 of the "Ass_ConsFund" sheet;
 - (ii) updating the State Bridge Facility Swap Rate in cell H174 of the "Ass_ConsFund" sheet;
 - (iii) updating the IPO Equity Bridge Facility Swap Rate in cell H152 of the "Ass_ConsFund" sheet;
 - (iv) updating the Construction Facility Swap Rate in cells H192 of the "Ass_ConsFund" sheet;
 - (v) updating the Term Facility Swap Rate in cells G70 – BN70 of the "Ass_OpsFund" sheet;
 - (vi) updating the Bank Base Case Floating Rates in cells G31-BI31 for the 30 day BBSW and G32-BI32 for the 90 day BBSW of the "Ass_Eco" sheet; and
 - (vii) increasing the Maximum IPO Equity Amount in cell H24 of the "Ass_ConsFund" sheet to reflect the aggregate value of Additional Securities issued by the Stapled Entities as contemplated by the Equity Confirmation Letter.
- (b) With respect to the Base Case Financial Model, enter the Relevant Rates, as determined in accordance with paragraphs 5.2, 5.3 and 5.4 of this Closing Protocol, by:
 - (i) updating the Equity Bridge Facility Swap Rate in cell H141 of the "Ass_ConsFund" sheet;
 - (ii) updating the State Bridge Facility Swap Rate in cell H182 of the "Ass_ConsFund" sheet;
 - (iii) updating the IPO Equity Bridge Facility Swap Rate in cell H160 of the "Ass_ConsFund" sheet;
 - (iv) updating the Construction Facility Swap Rate in cells H200 of the "Ass_ConsFund" sheet;
 - (v) updating the Term Facility Swap Rate in cells G79 – BN79 and G118 – BN118 of the "Ass_OpsFund" sheet;
 - (vi) updating the Bank Base Case Floating Rates in cells G58-BI58 for the 30 day BBSW and G59-BI59 for the 90 day BBSW of the "Ass_Eco" sheet;
 - (vii) updating the Base Case Floating Rate in cells G52-BI52 for the 30 day BBSW and G53-BI53 of the "Ass_Eco" sheet; and
 - (viii) increasing the Maximum IPO Equity Amount in cell H28 of the "Ass_ConsFund" sheet to reflect the aggregate value of Additional Securities issued by the Stapled Entities as contemplated by the Equity Confirmation Letter.
- (c) In the Bank Base Case Model, size the Construction Facility amount in cell I13 of the "Macros" sheet with respect to the constraints specified in Clause 10 of this Closing Protocol. Specifically, this is done by updating the Bank Base Case Model by pressing CONTROL + SHIFT + M (Refer to Schedule 4 for a detailed explanation of the Macro

function). This will maximise the Debt Amount by either increasing or decreasing the Debt Amount, until (i) through (iii) below are satisfied:

- (i) the value in cell N30 of the "Summary" sheet is greater than or equal to the Minimum ICR from the quarter ending after the tenth anniversary of Financial Close (as contemplated in Clause 10 of this Closing Protocol);
- (ii) the value in cell N43 of the "Summary" sheet is greater than or equal to the LLCR at Completion (as contemplated in Clause 10 of this Closing Protocol); and
- (iii) the value in cell G13 of the "Summary" sheet is no greater than the maximum (as contemplated in Clause 10 of this Closing Protocol).

(Please note: the Bank Base Case Model is used only to size the Construction Facility amount. The amounts of the aggregate Equity Bridge Facilities, State Bridge Facility and IPO Equity Facility are sized in the Base Case Financial Model).

- (d) The amount of the Construction Facility as determined in accordance with paragraph 5.5(c) of this Closing Protocol is then inputted in the Base Case Financial Model in cell H12 of the "Macros" sheet.
- (e) Update the Base Case Financial Model by pressing CONTROL + SHIFT + M or the "Update Financial Model" button on the "Macros" sheet (refer to Schedule 4 for a detailed explanation of the Macro functions). The macro will:
 - (i) size the values of each of the regearing debt amounts in cells I62 – I65 of the "Ass_OpsFund" sheet such that the regearing DSCR target is reached;
 - (ii) size the Equity Amount at cell Q12 of the "Macros" sheet such that the value in cell Q6 of the "Macros" sheet is equal to the Minimum IPO Equity Investor IRR requirement as contemplated in Clause 11 of this Closing Protocol;
 - (iii) adjust the nominal ownership of units to ensure the Deferred Equity Investor contribution is set to the maximum amount (as contemplated in Clause 11 of this Closing Protocol);
 - (iv) size the Interest Rate Refinancing Gain Payment at cell H231 of the "Ass_ConsFund" sheet such that the value in cell Q6 of the "Macros" sheet targets the Minimum IPO Equity Investor IRR requirement as contemplated in Clause 11 of this Closing Protocol, provided always that the Interest Rate Refinancing Gain Payment is never greater than the Maximum Interest Rate Refinancing Gain Payment set out in Clause 11;
 - (v) size the IPO Equity Bridge Facility limit in cell H148 in the "Ass_ConsFund" sheet;
 - (vi) calculate the Finance Fee size in cell J297 of the "Ass_Scenario" sheet;
 - (vii) size the State Contribution at cell H30 of the "Macros" sheet and the State EWAG Funding at cell H28 of the "Macros" sheet by adjusting the State Contribution and the State EWAG Funding until the total sources and uses of funding balances;
 - (viii) size the Sub-Lease payments named "intercompany lease" in cell Q26 of the "Macros" sheet; and
 - (ix) repeat steps (i) – (viii) to ensure the Equity Requirements are satisfied as contemplated in Clause 11 of this Closing Protocol. The macro can be repeated by pressing CONTROL + SHIFT + M until the output from cell B2 of the "Macros" sheet of the Base Case Financial Model returns "BCFM: Conforming Proposal".

- (f) Take the Equity Amount from cell Q12 of the "Macros" sheet of the Base Case Financial Model and input it into cell Q34 of the "Macros" sheet of the Bank Base Case Model, and take the nominal ownership of IPO equity units at cell H9 of the "Ass_ConfFund" sheet of the Base Case Financial Model and input it into cell H9 of the "Ass_ConfFund" sheet of the Bank Base Case Model, as determined in accordance with paragraph 5.5(e) of this Closing Protocol.
- (g) Then:
- (i) update the Bank Base Case Model by pressing CONTROL + SHIFT + M;
 - (ii) ensure the State Contribution and the State EWAG Funding in the Bank Base Case Model equals the State Contribution Amount and the State EWAG Funding in the Base Case Financial Model (in cells G7 and G8 of the "Summary Sheet" of both models). If this is not the case then:
 - (A) run the State Funding Macro (as described in schedule 4) by pressing the "Update State Funding" button on the "Macros" sheet;
 - (B) run the Intercompany Lease Macro (as described in schedule 4) by pressing the "Update Intercompany Lease" button on the "Macros" sheet;
 - (C) If this still does not produce consistent State Contribution and State EWAG Funding amounts, then check that the values at cells Ass_Scenario!J297 labelled "Finance Fee" of both the Base Case Financial Model and the Bank Base Case Model, and Ass_ConfFund!H148 and Ass_ConfFund!H140 labelled "IPO Bridge Revolving Facility Limit" of both the Base Case Financial Model and the Bank Base Case Model respectively, are identical. If not, replace the values in the Bank Base Case Model with those from the Base Case Financial Model; and
 - (iii) ensure the value in cell G35 of the "Summary" sheet of the Bank Base Case Model is lesser than or equal to the Gearing at Completion (as contemplated in Clause 10 of this Closing Protocol). If the value is greater, then in the Base Case Financial Model:
 - (A) amend the Construction Facility amount in cell H12 of the "Macros" sheet by decreasing the Construction Facility amount by approximately \$75 million for each 1% of required gearing reduction, or by increasing the Construction Facility amount by approximately \$75 million for each 1% of required gearing increase;
 - (B) run the Equity Sizing Macro (as described in schedule 4) by pressing the "Update Equity Sizing" button on the "Macros" sheet;
 - (C) iterate steps (A) and (B) to maximise the Debt Amount, whilst ensuring the value in cell G36 of the "Summary" sheet is equal to the Gearing at Completion (as contemplated in Clause 10 of this Closing Protocol);
 - (D) update the Base Case Financial Model by pressing CONTROL + SHIFT + M;
 - (E) take the amount of the Construction Facility as determined in accordance with paragraph 5.5(g) (iii)(A) of this Closing Protocol from cell H12 of the "Macros" sheet of the Base Case Financial

Model and input in the Bank Base Case Model in cell I13 of the "Macros" sheet.

- (F) take the Equity Amount from cell Q12 of the "Macros" sheet of the Base Case Financial Model and input it into cell Q34 of the "Macros" sheet of the Bank Base Case Model, and take the nominal ownership of IPO equity units at cell H9 of the "Ass_ConsFund" sheet of the Base Case Financial Model and input it into cell H9 of the "Ass_ConsFund" sheet of the Bank Base Case Model, as determined in accordance with paragraph 5.5(g) (iii)(B) of this Closing Protocol.
 - (G) update the Bank Base Case Model by running the State Funding Macro by pressing the "Update State Funding" button on the "Macros" sheet and running the Intercompany Lease Macro by pressing the "Update Intercompany Lease" button on the "Macros" sheet. Do NOT update the Bank Base Case Model by pressing CONTROL + SHIFT + M;
 - (H) repeat steps 5.5(g) (ii) and (iii).
- (iv) ensure the value in cell F433 of the "M_Cons" sheet of the Base Case Financial Model is less than or equal to the D&C Deferred Amount as contemplated in Clause 10.
- (h) If any of the Debt Sizing Requirements or the Equity Requirements are exceeded, manually reiterate steps (c) to (g) to minimise the State Contribution.

6. Obtaining model outputs

The PPP Cos must procure that the model outputs are used to determine the Relevant Changes in accordance with Schedule 1 of this Closing Protocol.

7. Changes required to Project Documents

7.1 Determination of changes

If:

- (a) the State, and the PPP Cos, each acting reasonably, have notified the other that it is satisfied that Clauses 4 to 6 of this Closing Protocol have been complied with and that the Required Changes are accurately specified; and
- (b) a notice has been delivered to the State by or on behalf of all of the parties to the Project Documents referred to in Schedule 1 of this Closing Protocol, which notice acknowledges that the Required Changes to the Project Documents have been made or deemed to be made to the relevant Project Documents,

then the changes to the Project Documents determined in accordance with Schedule 1 will be deemed to be made. Following this, the agreed Base Case Financial Model and Bank Base Case Model should be printed and initialled for identification for the purposes of the Project Documents. The parties agree that once initialled, these will be the Base Case Financial Model and Bank Base Case Model, respectively, as defined in, and for the purposes of, the relevant Project Documents which refer to them.

7.2 Modifications

In the event that a modification is selected as contemplated in Clause 5.1 and an additional swap parcel executed, Clause 7.1 must then be repeated.

8. The State may observe and obtain information

The PPP Cos must procure that the State and the QTC are permitted to observe the execution of, and are provided with such information as the State and the QTC reasonably require concerning, the steps set out in Clauses 4, 5 and 6 of this Closing Protocol.

9. The State's process

- (a) The State and the QTC may before the day of Financial Close, carry out the steps listed in Clauses 4, 5 and 6 of this Closing Protocol independently of PPP Cos (and shall not be required to provide any notice to PPP Cos in relation to their doing so).
- (b) Neither the State nor PPP Cos are required to give any notice under Clause 7 of this Closing Protocol unless the determination of the changes required to the Project Documents based on the steps taken by the State and the steps taken by the PPP Cos are the same or any discrepancies are resolved.
- (c) The State and PPP Cos must liaise closely when the other is carrying out the various steps described in Clause 4, 5 and 6 with the aim of taking a consistent approach and must use their respective reasonable endeavours to resolve any such discrepancies as soon as practicable.

10. Debt Sizing Requirements

The debt sizing requirements (**Debt Sizing Requirements**) are each of the following:

Debt Sizing Parameter	Requirement
Minimum ICR from the quarter ending after the tenth anniversary of Financial Close, at each Ratio Calculation Date during the remaining term of the Facilities	1.52x
LLCR at Completion not less than	1.70x
Gearing at Completion no more than	69%
Maximum:	
Equity Bridge Facilities Commitment	\$200,000,000
State Bridge Facility Commitment	\$475,000,000
Reserve Facility	\$120,000,000
Construction Facility Commitment	\$3,150,000,000
Term Facility Commitment	\$3,150,000,000
Construction Facility and State Bridge Facility combined Commitment	\$3,250,000,000
IPO Equity Bridge Facility Commitment	\$650,000,000

Debt Sizing Parameter	Requirement
D&C Deferred Amount	\$200,000,000

11. Equity Requirements

The equity sizing criteria, as agreed by Sponsors, BrisConnections' equity underwriters and equity investors and as calculated in the Base Case Financial Model, are outlined in the following table:

Equity Sizing Parameter	Comment	Requirement
Minimum IPO Equity Investor IRR	The post vehicle tax, pre investor tax, internal rate of return attributable to an IPO equity investor who fully participates in the Distribution Reinvestment Plan.	17.0%
Maximum IPO Equity Amount	The maximum size of the IPO equity	no greater than \$1,226,000,000 (as increased to reflect the aggregate value of Additional Securities issued by the Stapled Entities as contemplated by the Equity Confirmation Letter)
Maximum Deferred Equity Investor Amount	The maximum size of the Contractor equity	no greater than \$200 million
Maximum Interest Rate Refinancing Gain Payment	The maximum size of the Interest Rate Refinancing Gain Payment.	No greater than \$314 million

The IPO equity issue amount must be sized such that all of the above criteria are satisfied. In turn the total deferred equity will determine the Equity Bridge Facilities Amount.

12. Form of Models

The parties acknowledge that no change may be made to the Bank Base Case Model and the Base Case Financial Model prior to Financial Close other than as expressly provided in this Closing Protocol.

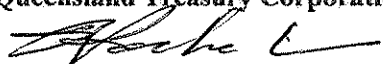
Initialled as agreed.

For and on behalf of:

State of Queensland

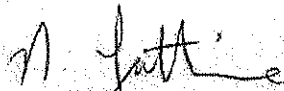
Done 11 JULY 2008

Queensland Treasury Corporation



STEPHEN ROCHESTER CEO

BrisConnections Operations Pty Ltd



NICK ATTIMORE
DIRECTOR



TAMIRA MORRIS
COMPANY SECRETARY

Schedule 1 Model Outputs

Syndicated Facilities Agreement		
Clause 1.1	Construction Facility Commitment	The value of the "Construction Facility Commitment" is to be replaced by the amount in cell H25 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	State Bridge Facility Commitment	The value of the "State Bridge Facility Commitment" is to be replaced by the amount in cell H24 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Equity Bridge Facility Commitment	The value of the "Equity Bridge Facility Commitment" is to be replaced by cell H23 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Ramp-Up Reserve Facility Commitment	The value of the "Ramp-Up Reserve Facility Commitment" is to be replaced by the amount in cell H27 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Deferred IPO Proceeds	The value of the Equity Contribution Amount is to be replaced by the value in cell D14 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	First Equity Instalment	The value of the First Equity Instalment is to be replaced by the value in the amount in cell D8 of the "Bid Schedules" sheet in the Base Case Financial Model.

Clause 1.1	Second Equity Instalment	The value of the Second Equity Instalment is to be replaced by the value in the amount in cell D9 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Third Equity Instalment	The value of the Third Equity Instalment is to be replaced by the value in the amount in cell D10 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Project Equity	The value of Project Equity is to be replaced by the amount in cell D26 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Net IPO Proceeds	The value of the Net IPO Proceeds is to be replaced by the amount in cell H31 of the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule 1 Item 2	Equity Bridge Facility Commitment/Ramp-Up Reserve Facility/State Bridge Facility Commitment/Construction Facility Commitment/Term Facility Commitment	The value of each Commitment with respect to each Facility and "Financier" for the purposes of the Syndicated Facilities Agreement is to be replaced by amounts totalling the relevant Facility Commitment. Should the new Commitment for a Facility be lower than the Commitment appearing in the Syndicated Facilities Agreement, each Financier's Commitment for that Facility will be reduced pro-rata, subject to the qualifications contained in Item 2 Part D of Schedule 1.

Schedule 2	Equity Bridge Facility	The drawdown Schedule amounts and % of the Equity Bridge Facility Limit to be replaced with column L and M respectively in the "Bid Schedules" sheet in the Base Case Financial Model
Schedule 2	State Bridge Facility	The drawdown Schedule amounts and % of the State Bridge Facility Limit to be replaced with column R and S respectively in the "Bid Schedules" sheet in the Base Case Financial Model
Schedule 2	Construction Facility	The drawdown Schedule amounts and % of the Construction Facility Limit to be replaced with column U and V in the "Bid Schedules" sheet in the Base Case Financial Model
IPO Equity Bridge Facility Agreement		
Recitals A	Facility Amount	The amount of the maximum Facility Amount shall be replaced by cell H8 in the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	DRP First Call Amount	The value of the DRP First Call Amount shall be replaced by cell H11 in the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	DRP Second Call Amount	The value of the DRP Second Call Amount shall be replaced by cell H12 in the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	First Call Amount	The value of the First Call Amount shall be replaced by cell D9 in the "Bid Schedules" sheet in the Base Case Financial Model.

Clause 1.1	Second Call Amount	The value of the Second Call Amount shall be replaced by cell D10 in the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Tranche A and B Facility Limit	The value of the Tranche A and B Facility Limit shall be replaced by cell H9 in the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 1.1	Tranche C and D Facility Limit	The value of the Tranche C and D Facility Limit shall be replaced by cell H10 in the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule	Tranche A and B Commitments and Tranche C and D Commitments	The value of each commitment with respect to each Tranche and "Financier" for the purposes of the IPO Equity Bridge Facility Agreement is to be replaced by amounts agreed by such Financiers and totalling the relevant Tranche commitments (see below).
Project Deed		
Clause 1.1	Refinancing Assumptions	The "Refinancing Schedule" referred to in the definition of Refinancing Assumptions shall comprise rows 36-44 of the "Bid Schedules" sheet in the Base Case Financial Model.
Clause 23.9(a)	Interest Rate Refinancing Gain Payment	The "Interest Rate Refinancing Gain Payment" referred to in Clause 29.3(a) of the Project Deed is equal to the value of cell H49 in the "Bid Schedules" sheet in the Base Case Financial Model.

D&C Contract

Schedule 2	Tolling System Completion LD Daily Rate	Is equal to the value of cell D67 in the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule 2	Tolling System Completion LD Cap	Is equal to the value of cell D68 in the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule 26	State Works Contract Price	The value for the State Works Contract Price is to be replaced by the value in cell D49 of the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule 26	PPP Co AL Works Contract Price	The value for the PPP Co Works Contract Price is to be replaced by the value in cell D50 of the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule 31	D&C Deferred Amount	The value for the D&C Deferred Amount is to be replaced by the value in cell D31 of the "Bid Schedules" sheet in the Base Case Financial Model.
Schedule 31	D&C Deferred Payment	The value for the D&C Deferred Payment is to be replaced by the value in cell D32 of the "Bid Schedules" sheet in the Base Case Financial Model.
State Works Deed		
Clause 1.2	State Works Contract Price	The value for the State Works Contract Price is to be replaced by the value in cell D49 of the "Bid Schedules" sheet in the Base Case Financial Model.
EWAG Works Deed		

Clause 1.2 (by reference to the Project Deed definitions)	CIPA or Community Infrastructure Payment Amount	The value for the "Total Community Infrastructure Payment" is to be replaced by the value in cell D53 of the "Bid Schedules" sheet in the Base Case Financial Model.
Agreement to Sub-Lease		
Schedule 2 of Annexure A (Draft Sub-Lease)	Rental Payments	The rental payments are to be replaced by the values in rows 75 - 94 of column F of the "Bid Schedules" sheet in the Base Case Financial Model.
Deferred Equity Commitment Deed		
Clause 21 and the Schedule	Deferred Subscription Amount	The value for each Deferred Equity Investor's Deferred Equity (referred to in the Deferred Equity Commitment Deed as its "Deferred Subscription Amount") is to be replaced by the value in the amount in cells D20 and D21 of the "Bid Schedules" sheet in the Base Case Financial Model.

Schedule 2 – Swap Pricing Protocol

Set out below are the commercial terms and conditions upon which the Hedge Providers will determine the pricing of the hedging arrangements with the Borrowers.

1. Swap Schedule

Description	Senior Bank Syndicated Facilities	IPO Equity Bridge Facility
Notional Amount:	Up to the total amount of all debt being hedged as contemplated by the Hedging Policy	The amount of the IPO Equity Bridge Facility amount
Effective Date:	Financial Close	Financial Close
Maturity Date:	10 years from the date of Financial Close	18 months from the date of Financial Close
Fixed Rate Payer:	The Senior Borrower	The IPO Equity Bridge Borrower
Fixed Rate Payer payment dates:	As per the Syndicated Facilities Agreement	As per the IPO Equity Bridge Facility Agreement
Fixed Rate:	According to paragraph 2 of this schedule 2	According to paragraph 2 of this schedule 2
Fixed Rate day Count Fraction:	ACT/365 Fixed	ACT/365 Fixed
Floating Rate Payer:	The Senior Hedge Providers	IPO Equity Bridge Hedge Provider
Floating Rate Payer payment dates:	Same as fixed payment dates	Same as fixed payment dates
Floating Rate Option:	AUD Bank Bill Swap Rate as determined by Calculation Agent at 10am Sydney on the beginning of each Payment Period based on Reuters page "BBSW".	AUD Bank Bill Swap Rate as determined by Calculation Agent at 10am Sydney on the beginning of each Payment Period based on Reuters page "BBSW".
Designated Maturity:	1 month prior to Completion, 3 months post Completion	1 month
Spread:	None	None
Floating Rate Day Count Fraction:	ACT/365F	ACT/365F
Business Days:	Sydney, Brisbane, Melbourne	Sydney, Brisbane, Melbourne

Calculation Agent:	The Senior Hedge Providers	IPO Equity Bridge Hedge Provider
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2. Pricing Mechanism

i) The Swap Reference Rate (*SRR*) will be based on the most recently published swap receive reference rates (except for the IPO Equity Bridge Facility Swap Rate which will be based off the mid reference rates) as published on Reuters Pages SWAPREF/Telerate Page 45402 (if before 4:30PM and after 10:15AM) or SWAPEOD/Telerate Page 45401 (if after 4:30PM or before 10:15AM) on the day the swap between the Borrowers and the Hedge Providers is transacted and based on the hedge profiles as provided by the Borrowers.

ii) At the time of dealing (or as the hedges are put in place), the Hedge Providers will disclose to the Borrowers the prices at which the 3 and 10 year Bond Futures are bid. At the same time, the Hedge Providers will advise the movement in swap spreads since the publication of the swap rates.

The SRR calculated as per i) will be agreed and the price adjusted for the difference between the futures prices and swap spreads at the time the swap reference rates are determined and those disclosed at the time of dealing in ii) above. This is called the final rate.

The Dealers' Swap Margin and any adjustments determined under paragraph 3 below and paragraph 5(b) below will then be added to the final rate to determine the final Swap Rate between the Borrowers and the Hedge Providers.

In all setting of swaps at Financial Close, the parties must ensure that the Debt Sizing Requirements are satisfied.

3. Structural Adjustments (SA)

The following adjustments apply in respect of the swap:

(a) Basis adjustments (1 month v 3 month rate-sets)

If any swap is to be on a monthly basis a premium based on prevailing market conditions, but in no event greater than 2 basis points will be added.

(b) Rate Set Illiquidity (Calendar Quarters and Other Months)

Reflecting the illiquidity or oversupply of securities in the bank bill market at various times of the month, a margin will be applied to compensate the Hedge Providers for any costs associated with this oversupply effect. Where floating rate reset dates (unadjusted for the "Modified Following Business Day" convention) occur on the 14th, 15th, 30th or 31st, the margin will be based on prevailing market conditions, but in no event greater than 3 basis points where these dates fall on a calendar quarter (ie March, June, September and December) or 2 basis points on all other months.

(c) BBSY Bid v BBSW

If the Borrowers require the swaps to be transacted against BBSY Bid, this will require the addition of 5 basis points to reflect the definitional difference between the two reference rates.

4. Dealers' Swap Margins (DSM)

The Dealers' Swap Margins are calculated to cover the risks to which the Hedge Providers will be exposed plus a number of other determinable factors, which will affect the final margin over the SRR.

The total Dealers' Swap Margins (including liquidity and execution risk margin and credit margin) shall in aggregate be 0.15% based on quarterly payments, except in respect of the IPO Equity Bridge Facility Swap, for which the total Dealers' Swap Margins will be 0.0625%, based on quarterly payments.

5. Other Terms and Conditions for Senior Bank Syndicated Facilities Swap and IPO Equity Bridge Facilities Swap

- (a) Subject to paragraph (b), Hedge Providers must consider the market to be liquid at the time the Borrowers request to enter into the interest rate swaps. Illiquidity, as determined solely by the Hedge Providers (acting reasonably and in good faith), may be caused by factors including, but not limited to, dealing towards the end of day, at or after close of day and dealing at the time of release of market significant information. All references to time are to Eastern Standard Time/Daylight Savings Time.
- (b) If the Borrowers intend to give instructions to the Hedge Providers to effect any part of the hedge(s) in an illiquid market (as described in paragraph (a)), the Hedge Providers are to be given a Notice of Intention to Deal as soon as possible. If a "Notice of Intention to Deal" is to be given during an afternoon session, that notice must be given before 1:00 p.m. of that day in order to facilitate execution protocol amongst the Hedge Providers. The hedge is to be priced 45 minutes after notice has been given.

If a Notice of Intention to Deal is received at the time of any illiquid market periods (as described in paragraph (a)), an additional adjustment will be added by the Hedge Providers to cover the inclusion of illiquid market periods based on prevailing market conditions, but in no event greater than 5 basis points.

If a swap is to be priced after market hours (after 4:30 pm), the Interest Rate Hedge Providers (acting reasonably and in good faith) will indicate to the Borrower the illiquidity premium, based on prevailing market conditions. The Hedge Providers reserve the right not to enter into swaps after market hours.

In all cases, pricing will be confirmed on recorded lines at the time of dealing.

- (c) The Borrowers, in their capacity as market participants and or proprietary traders, and with the benefit of privileged information, undertake that they will not enter into the interest rate market to operate against the interests of the Hedge Providers until the hedge or hedges have been completed. To this end, the Hedge Providers will advise when the hedge has been completed. For the avoidance of doubt, this does not prevent trading in the ordinary course of business by the advisors to Borrowers provided those activities are undertaken and directed by persons who do not have, and do not have access to, any information in relation to the transactions contemplated by this Protocol which is not generally known in the relevant financial markets.
- (d) The Borrowers and the advisors to the Borrowers will undertake to not release any information (including to any employee of the Borrowers or the advisors to the Borrowers not involved in the transaction) that could be used to operate against the interests of the Hedge Providers until the hedge or hedges have been completed. This undertaking shall also apply to any unwind under paragraph (f) below.

(e) The Borrowers will endeavour to provide the Hedge Providers with 24 hours notice prior to implementing any part of the hedge(s). The Hedge Providers are to be kept fully informed, on a timely basis, with respect to developments relating to the dealing intentions of the Borrowers.

(f) Execution of interest rate swaps will only be facilitated on request by an authorised dealing representative of the Borrowers and subject to the satisfactory completion of appropriate ISDA interest rate swap documentation. In the event that execution occurs prior to Financial Close, QTC has agreed to enter into the interest rate swaps with the Hedge Providers on the basis the swaps will be novated to the Borrowers at Financial Close. In the event that execution occurs prior to Financial Close and Financial Close does not occur, on an unwind of the interest rate swaps the pricing of that unwind will be in accordance with this Schedule except that each of the following margins will not be taken into account in calculating the close-out amount on the unwind (ie ignored for calculation in both the executed rate and the unwind rate):

(i) all Credit/Cost of Capital margins;

(ii) any Basis adjustments;

(iii) Rate Set Illiquidity; and

(iv) BBSY Bid v BBSW margins

however the following margins to be taken into account (ie subtracted from the unwind rate) by the Hedge Providers in calculating the close-out amount on the unwind and which shall be applied in full both to the SRR and to the unwind interest rate are those set out in this schedule 2 for:

(i) Execution and Liquidity margin of 0.0625% for the Senior Bank Syndicated Facilities Swap and 0.025% for the IPO Equity Bridge Facilities Swap;

(ii) The Swap Reference Rate shall use the equivalent pay rate; and

(iii) in paragraph 5(b).

Schedule 3

Part 1 – Bank Base Case Model

The relevant Bank Base Case Model will be:

BC2 – Bank BCFM (150508).xls dated 15 May 2008.

The Relevant Rates in these models were set at 10 am on 14 April 2008.

Part 2 – Base Case Financial Model

The relevant Base Case Model will be selected given the State's selected proposal.

BC1 – Equity BCFM – Conforming Proposal (190508).xls dated 19 May 2008.

The Relevant Rates in these models were set at 10 am on 14 April 2008.

Part 3 – Blended Interest Rate Spreadsheet

Blended Interest Rate Spreadsheet.xls dated 14 July 2008.

Schedule 4 – Financial Model Macros

Set out below are descriptions of the processes which occur in the Financial Model when executing the Macros.

1. Bank Base Case Model

Macro	Description
Update Financial Model (CTRL+SHIFT+M)	<p>This Macro updates the Bank Base Case Financial Model by running the following Macros:</p> <ul style="list-style-type: none"> ▪ Debt Sizing Macro; ▪ State Funding Macro; ▪ Intercompany Lease Macro; ▪ Finance Fee Macro; and ▪ IPO Equity Bridge Size Macro.
Debt Sizing Macro	<p>This macro is used to size the debt volume based on the Debt Sizing Requirements and ensures the final debt volume is within the constraints as specified in the Senior Bank Syndicated Facilities Term Sheet. The Debt Amount is increased/decreased on the “Macros” worksheet until the difference between the target DSCR and actual DSCR is zero.</p> <p>To update this macro, the user must press the “Update Debt Sizing” button on the Macros worksheet.</p>
State Funding Macro	<p>The State Contribution and State EWAG Funding is used to balance the total costs that have to be funded during the construction period with the total sources of debt and equity that the Project is able to raise. The State Funding Macro is used to calculate this balancing item.</p> <p>To update this macro, the user must press the “Update State Funding” button on the Macros worksheet.</p>
Intercompany Lease Macro	<p>An intercompany lease has been structured between BrisConnections and BC Asset Trustee for the purposes of optimising BrisConnection’s tax position. Should the cash flow profile during the operations period change, the intercompany lease macro must be updated to calculate an intercompany lease payment.</p> <p>To update this macro, the user must press the “Update Intercompany Lease” button on the Macros worksheet. Once the macro is solved, the cell Macros!I25 should have a value of zero.</p>
Finance Fee Macro	<p>Once all funding sources have been sized, the Finance Fee assumption at cell H297 of the “Ass_Scenario” sheet is adjusted to ensure the Finance Fee size is as per the Financial Advisory Mandate Letter.</p>
IPO Equity Bridge Size Macro	<p>Once all funding sources have been sized, the IPO Bridge Facility Limit assumption in cell H140 of the “Ass_ConsFund” sheet is adjusted to ensure the IPO Bridge Facility Limit is sized to ensure sufficient</p>

	capacity to allow the projected drawdowns of the Base Case Financial Model.
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2. Base Case Financial Model

Macro	Description
Update Financial Model (CTRL+SHIFT+M)	<p>This Macro updates the Base Case Financial Model by running the following Macros:</p> <ul style="list-style-type: none"> ▪ Equity Sizing Macro; ▪ State Funding Macro; ▪ Intercompany Lease Macro; ▪ Finance Fee Macro; and ▪ IPO Equity Bridge Size Macro.
Equity Sizing Macro	<p>This macro is used to size the equity volume based on the required equity rate of return and ensures all types of investors receive the required return.</p> <p>To update this macro, the user must press the “Update Equity Sizing” button on the Macros worksheet.</p> <p>This macro runs the following process to achieve the equity sizing requirements:</p> <p>Step 1: The macro will size each of the regearing assumptions according to a debt service cover ratio (DSCR) as specified in the Base Case Financial Model. The macro will increase/decrease the regearing assumption on the “Ass_OpsFund” sheet until the difference between the target DSCR and actual DSCR is zero. This process is repeated for each of the regearing dates.</p> <p>Step 2: The Equity Amount is increased/decreased on the “Macros” worksheet until the difference between the target IRR and actual IRR is zero, subject to maximum amounts (as contemplated in Clause 10 of this Closing Protocol).</p> <p>Step 3: The nominal ownership of units is adjusted to ensure the Deferred Equity Investor contribution is set to the maximum amount (as contemplated in Clause 10 of this Closing Protocol).</p> <p>Step 4: The macro will look to optimise the actual IRR to target the Minimum IPO Equity Investor IRR, provided always that the Interest Rate Refinancing Gain Payment is never greater than the Maximum Interest Rate Refinancing Gain Payment set out in Clause 10.</p> <p>Step 5: Steps 1 to 4 are repeated until all Equity Sizing Requirements of all investors are satisfied.</p>
State Funding Macro	<p>The State Contribution and State EWAG Funding is used to balance the total costs that have to be funded during the construction period with the total sources of debt and equity that the Project is able to raise. The State Funding Macro is used to calculate this balancing item.</p>

	To update this macro, the user must press the "Update State Funding" button on the Macros worksheet.
Intercompany Lease Macro	<p>An intercompany lease has been structured between BrisConnections and BC Asset Trustee for the purposes of optimising BrisConnection's tax position. Should the cash flow profile during the operations period change, the intercompany lease macro must be updated to calculate an intercompany lease payment.</p> <p>To update this macro, the user must press the "Update Intercompany Lease" button on the Macros worksheet. Once the macro is solved, the cell Macros!Q24 should have a value of zero.</p>
Finance Fee Macro	Once all funding sources have been sized, the Finance Fee assumption at cell H297 of the "Ass_Scenario" sheet is adjusted to ensure the Finance Fee size is as per the Financial Advisory Mandate Letter.
IPO Equity Bridge Size Macro	Once all funding sources have been sized, the IPO Bridge Facility Limit assumption at cell H148 of the "Ass_ConsFund" sheet is adjusted to ensure the IPO Bridge Facility Limit is sized to ensure sufficient capacity to allow the projected drawdowns of the Base Case Financial Model.

Schedule 5 – Blended Interest Rate Spreadsheet

Set out below are relevant cell references for figures referred to in the Closing Protocol in the “Results” sheet of the Blended Interest Rate Spreadsheet.

Cell References	Day 1	Day 2	Day 3	Day 4	Day 5
“ON” / “OFF” switch	E3	K3	O3	S3	W3
Senior Swap Rate	E6	K6	O6	S6	W6
Assumed floating rate	E13	K13	O13	S13	W13