

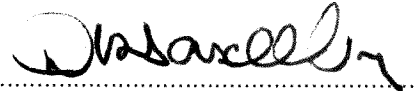
Deferred Equity Investors

Executed by Thiess Infrastructure Nominees Pty Ltd (as trustee of the Thiess Infrastructure Trust) by the party's attorney pursuant to power of attorney dated)
)
)
)
)
)

who states that no notice of revocation of the power of attorney has been received in the presence of:)
)
)

.....



Witness **Walter Piccoli**
.....
Name of Witness (print)

.....


Attorney **DAVID K. SAXELBY**
.....
Name of Attorney (print)

Executed by John Holland Infrastructure Nominees Pty Ltd (as trustee of the John Holland Infrastructure Trust) by the party's attorney pursuant to power of attorney dated)
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)

who states that no notice of revocation of the power of attorney has been received in the presence of:)
)
)

.....


Witness **Walter Piccoli**
.....
Name of Witness (print)

.....


Attorney **Mark Andrew Snape**
.....
Name of Attorney (print)

Custodian

Executed by Trust Company Limited)
by the party's attorney pursuant to)
power of attorney dated)
)
)

who states that no notice of revocation of the power of attorney has been received in the presence of:)
)
)

.....
Witness
.....
Name of Witness (print)

.....
Attorney
.....
Name of Attorney (print)

Deferred Equity Investors

Executed by Thiess Infrastructure Nominees Pty Ltd (as trustee of the Thiess Infrastructure Trust) by the party's attorney pursuant to power of attorney dated)
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who states that no notice of revocation of the power of attorney has been received in the presence of:)
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Witness

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Attorney

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Name of Witness (print)

.....
Name of Attorney (print)

Executed by John Holland Infrastructure Nominees Pty Ltd (as trustee of the John Holland Infrastructure Trust) by the party's attorney pursuant to power of attorney dated)
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who states that no notice of revocation of the power of attorney has been received in the presence of:)
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Witness

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Attorney

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Name of Witness (print)

.....
Name of Attorney (print)

Custodian

Executed by Trust Company Limited by the party's attorney pursuant to power of attorney dated 25 July 2007)
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)
who states that no notice of revocation of the power of attorney has been received in the presence of:)
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)

.....


Witness

David Beckett

.....
Name of Witness (print)

.....


Attorney

JOHN NEWBY

.....
Name of Attorney (print)

Security Trustee (Syndicated Facilities Agreement)

Executed by ANZ Fiduciary Services)
Pty Ltd ABN 91 100 709 493 as)
Security Trustee by the party's)
attorney pursuant to power of attorney)
dated 27th May 2008)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:)

.....
Witness

.....
Name of Witness (print)

Veena Satyamurthy

.....
Attorney

.....
Name of Attorney (print)



**Agent (Syndicated Facilities Agreement) for and on behalf of each other
"Indemnified Party" under the Syndicated Facilities Agreement**

Executed by Australia and New)
Zealand Banking Group Limited ABN)
11 005 357 522 as Agent by the party's)
attorney pursuant to power of attorney)
dated 7th January 2005)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:)

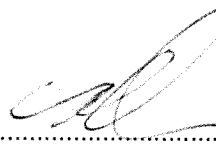
.....
Witness

.....
Name of Witness (print)

Veena Satyamurthy

.....
Attorney

.....
Name of Attorney (print)



Security Trustee (IPO Equity Bridge Facility)

Executed by ANZ Fiduciary Services)
Pty Ltd ABN 91 100 709 493 by the)
party's attorney pursuant to power of)
attorney dated 26th May 2008)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:)

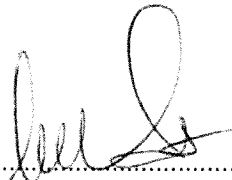
.....
Witness

.....
Name of Witness (print)

Truc Le

.....
Attorney

.....
Name of Attorney (print)

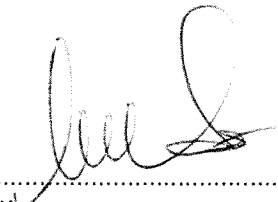


Agent (IPO Equity Bridge Facility)

Executed by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 by the party's attorney pursuant to power of attorney dated 29 March 2005 who states that no notice of revocation of the power of attorney has been received in the presence of:


.....
Witness

Truc Le
.....
Name of Witness (print)


.....
Attorney

Veena Satyamurthy
.....
Name of Attorney (print)

Hedge Provider (IPO Equity Bridge Facility)

Macquarie Bank Limited ABN 46 008 583 542 by the party's attorney pursuant to power of attorney dated who states that no notice of revocation of the power of attorney has been received in the presence of:

.....
Witness

.....
Name of Witness (print)

.....
Attorney

.....
Name of Attorney (print)

.....
Attorney

.....
Name of Attorney (print)

Mandated Lead Arranger and Underwriter and initial Participant (IPO Equity Bridge Facility)

Executed by **Macquarie Financial Holdings Limited ABN 63 124 071 398** by the party's attorney pursuant to power of attorney dated)
)
)
)
)
)
)

who states that no notice of revocation of the power of attorney has been received in the presence of:)
)
)
)
)
)
)

.....
Witness

Byron Beath
Associate Director

.....
Name of Witness (print) **Macquarie Capital Finance**

.....
Attorney **David Byron**
Legal Counsel

.....
Macquarie Capital Finance

.....
Name of Attorney (print)

.....
Attorney **Tim Hallam**
Division Director

.....
Macquarie Capital Finance

.....
Name of Attorney (print)

D&C Contractor

Executed by **Thiess Pty Ltd ABN 87 010 221 486** by the party's attorney pursuant to power of attorney dated)
)
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who states that no notice of revocation of the power of attorney has been received in the presence of:)
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.....
Witness

.....
Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

Mandated Lead Arranger and Underwriter and initial Participant (IPO Equity Bridge Facility)

Executed by Macquarie Financial)
Holdings Limited ABN 63 124 071)
398 by the party's attorney pursuant to)
power of attorney dated)
)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:)

.....
Witness

.....
Attorney

.....
Name of Witness (print)


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Name of Attorney (print)

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Attorney

.....
Name of Attorney (print)

D&C Contractor

Executed by Thiess Pty Ltd ABN 87)
010 221 486 by the party's attorney)
pursuant to power of attorney dated)
)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:)


.....
Witness


.....
Attorney

Walter Piccoli
.....
Name of Witness (print)

DAVID R. SAYELST.
.....
Name of Attorney (print)

**Executed by John Holland ABN 11
004 282 268** by the party's attorney
pursuant to power of attorney dated)
)
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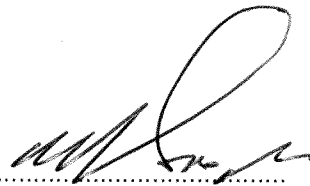
who states that no notice of revocation
of the power of attorney has been)
received in the presence of:)
)



.....
Witness

Walter Piccoli

.....
Name of Witness (print)



.....
Attorney

Mark Andrew Snape

.....
Name of Attorney (print)

Acknowledgement by the State

For the purposes of clause 7.1 of the Closing Protocol, the State agrees and acknowledges that:

- (a) it is satisfied that clauses 4 to 6 of the Closing Protocol have been complied with and that the Required Changes are accurately specified in this notice; and
- (b) the Required Changes are deemed to be made to the relevant Project Documents.

Dated: July 2008

Signed for and on behalf of the State:

David Lynch
Chief Executive Officer
City North Infrastructure Pty Ltd

Executed by John Holland ABN 11)
004 282 268 by the party's attorney)
pursuant to power of attorney dated)
)
who states that no notice of revocation)
of the power of attorney has been)
received in the presence of:)

.....
Witness

.....
Attorney

.....
Name of Witness (print)

.....
Name of Attorney (print)

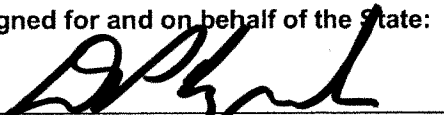
Acknowledgement by the State

For the purposes of clause 7.1 of the Closing Protocol, the State agrees and acknowledges that:

- (a) it is satisfied that clauses 4 to 6 of the Closing Protocol have been complied with and that the Required Changes are accurately specified in this notice; and
- (b) the Required Changes are deemed to be made to the relevant Project Documents.

Dated: 30 July 2008

Signed for and on behalf of the State:



David Lynch
Chief Executive Officer
City North Infrastructure Pty Ltd

Schedule of Required Changes

Syndicated Facilities Agreement		
Clause 1.1	Construction Facility Commitment	The value of the "Construction Facility Commitment" is amended to be \$2,928,000,000.
Clause 1.1	State Bridge Facility Commitment	The value of the "State Bridge Facility Commitment" is amended to be \$267,164,299.
Clause 1.1	Equity Bridge Facility Commitment	The value of the "Equity Bridge Facility Commitment" is amended to be \$200,000,000.
Clause 1.1	Ramp-Up Reserve Facility Commitment	The value of the "Ramp-Up Reserve Facility Commitment" is amended to be \$110,156,240.
Clause 1.1	Deferred IPO Proceeds	The value of the Equity Contribution Amount is amended to be \$824,024,369.
Clause 1.1	First Equity Instalment	The value of the First Equity Instalment is amended to be \$390,166,667.
Clause 1.1	Second Equity Instalment	The value of the Second Equity Instalment is amended to be \$390,166,667.
Clause 1.1	Third Equity Instalment	The value of the Third Equity Instalment is amended to be \$390,166,667.
Clause 1.1	Project Equity	The value of Project Equity is amended to be \$1,370,500,000.
Clause 1.1	Net IPO Proceeds	The value of the Net IPO Proceeds is amended to be \$795,846,703.
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, as set out below.

	Construction Facility U/W	State Bridge	Equity Bridge	Reserve Facility
Allied Irish Banks p.l.c. (Sydney Branch)	281,655,713.40	39,860,716.50	22,300,000.00	14,163,076.27
Australia and New Zealand Banking Group Limited	281,655,713.40	71,860,716.50	22,300,000.00	14,163,076.27

Bayerische Hypo-und Vereinsbank AG.	309,516,429.90	0.00	22,300,000.00	14,163,076.27
BNP PARIBAS	281,655,713.40	37,860,716.50	16,000,000.00	11,014,706.11
BOS International (Australia) Limited	281,655,713.40	39,860,716.50	0.00	14,163,076.27
DEPFA Bank plc	309,516,429.90	0.00	22,300,000.00	14,163,076.27
DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Hong Kong Branch	281,655,713.40	39,860,716.50	22,300,000.00	14,163,076.27
KBC Finance Ireland	309,516,429.90	0.00	22,300,000.00	0.00
Société Générale Australia Branch	309,516,429.90	0.00	22,300,000.00	0.00
United Overseas Bank Limited Sydney Branch	281,655,713.40	37,860,716.50	27,900,000.00	14,163,076.27
Total	2,928,000,000.00	0	0	0

Schedule 2	Equity Bridge Facility	The Drawdown Schedule amounts and % of the Equity Bridge Facility Limit are replaced with the Equity Bridge Facility drawdown schedule amounts set out in Annexure A to this schedule.
Schedule 2	State Bridge Facility	The Drawdown Schedule amounts and % of the State Bridge Facility Limit are replaced with the State Bridge Facility drawdown schedule amounts set out in Annexure B to this schedule.
Schedule 2	Construction Facility	The Drawdown Schedule amounts and % of the Construction Facility Limit are replaced with the Construction Facility drawdown schedule amounts set out in Annexure C to this schedule.

IPO Equity Bridge Facility Agreement

Recitals A	Facility Amount	The amount of the maximum facility amount is amended to be \$477,850,000.
Clause 1.1	DRP First Call Amount	The value of the DRP First Call Amount is amended to be \$5,985,978.
Clause 1.1	DRP Second Call Amount	The value of the DRP Second Call Amount is amended to be \$20,950,452.
Clause 1.1	First Call Amount	The value of the First Call Amount is amended to be \$390,166,667.
Clause 1.1	Second Call Amount	The value of the Second Call Amount is amended to be \$390,166,667.

Clause 1.1	Tranche A and B Commitment	The value of the Tranche A and B Commitment is amended to be \$450,913,570.
Clause 1.1	Tranche C and D Commitment	The value of the Tranche C and D Commitment is amended to be \$26,936,430.
Clause 1.1	Drawdown Schedule	The definition of "Drawdown Schedule" shall be replaced with the following: <i>"Drawdown Schedule" means the schedule set out in Annexure D of the Notice dated 30 July 2008 delivered to the State for the purposes of clause 7.1 of the Closing Protocol dated 11 July 2008."</i>
Schedule	Tranche A and B Commitments and Tranche C and D Commitments	The value of each commitment with respect to the Tranche A and B Commitment and the Tranche C and D Commitment and each "Participant" for the purposes of the IPO Equity Bridge Facility Agreement is to be replaced by the amounts set out in the table below.

	IPO Equity Bridge Facility Limit	Tranche A and B Commitment	Tranche C and D Commitment
Macquarie Financial Holdings Limited	\$477,850,000	\$450,913,570	\$26,936,430

D&C Contract

Schedule 2	Tolling System Completion LD Daily Rate	The Tolling System Completion LD Daily Rate is amended to be \$1,213,060.
Schedule 2	Tolling System Completion LD Cap	The Tolling System Completion LD Cap is amended to be \$442,766,900.
Schedule 26	State Works Contract Price	The value for the State Works Contract Price is amended to be \$267,164,299.
Schedule 26	PPP Co AL Works Contract Price	The value for the PPP Co AL Works Contract Price is amended to be \$3,132,842,947.
Schedule 31	D&C Deferred Amount	The value for the D&C Deferred Amount is amended to be \$0.
Schedule 31	D&C Deferred Payment	The value for the D&C Deferred Payment is amended to be \$0.

Agreement to Sub-LeaseSchedule 2 of Annexure
A (Draft Sub-Lease)

Rental Payments

The rental payments are amended as
set out in the table below.

		Rent Period Start	Rent Period End	Period Rental Charge (\$000's)
1	First Rent Period	01-Jul-12	30-Sep-12	\$19,684
2	Second Rent Period	01-Oct-12	31-Dec-12	\$53,038
3	Third Rent Period	01-Jan-13	31-Mar-13	\$56,284
4	Fourth Rent Period	01-Apr-13	30-Jun-13	\$58,557
5	Fifth Rent Period	01-Jul-13	30-Sep-13	\$59,876
6	Sixth Rent Period	01-Oct-13	31-Dec-13	\$61,195
7	Seventh Rent Period	01-Jan-14	31-Mar-14	\$62,532
8	Eighth Rent Period	01-Apr-14	30-Jun-14	\$63,787
9	Ninth Rent Period	01-Jul-14	30-Sep-14	\$64,523
10	Tenth Rent Period	01-Oct-14	31-Dec-14	\$65,084
11	Eleventh Rent Period	01-Jan-15	31-Mar-15	\$66,379
12	Twelfth Rent Period	01-Apr-15	30-Jun-15	\$67,689
13	Thirteenth Rent Period	01-Jul-15	30-Sep-15	\$68,494
14	Fourteenth Rent Period	01-Oct-15	31-Dec-15	\$69,070
15	Fifteenth Rent Period	01-Jan-16	31-Mar-16	\$71,162
16	Sixteenth Rent Period	01-Apr-16	30-Jun-16	\$71,750
17	Seventeenth Rent Period	01-Jul-16	30-Sep-16	\$72,720
18	Eighteenth Rent Period	01-Oct-16	31-Dec-16	\$73,389
19	Nineteenth Rent Period	01-Jan-17	31-Mar-17	\$74,864
20	Twentieth Rent Period	01-Apr-17	30-Jun-17	\$76,379

Deferred Equity Commitment DeedClause 21 and Schedule
1Deferred Subscription
AmountThe value for each Deferred Equity
Investor's Deferred Equity (referred to
in the Deferred Equity Commitment
Deed as its "Deferred Subscription
Amount") is amended to be
\$100,000,000.

Annexure A to the Schedule of Required Changes: Equity Bridge Facility
drawdown schedule amounts

Month Ending	Amount	Percentage of Facility Limit
30-Jul-08	\$0	-%
29-Aug-08	\$0	-%
29-Sep-08	\$0	-%
29-Oct-08	\$0	-%
29-Nov-08	\$6,765,645	3.38%
29-Dec-08	\$163,501,549	81.75%
29-Jan-09	\$0	-%
28-Feb-09	\$0	-%
29-Mar-09	\$0	-%
29-Apr-09	\$0	-%
29-May-09	\$0	-%
29-Jun-09	\$0	-%
29-Jul-09	\$0	-%
29-Aug-09	\$0	-%
29-Sep-09	\$0	-%
29-Oct-09	\$0	-%
29-Nov-09	\$0	-%
29-Dec-09	\$0	-%
29-Jan-10	\$0	-%
28-Feb-10	\$0	-%
29-Mar-10	\$0	-%
29-Apr-10	\$0	-%
29-May-10	\$0	-%
29-Jun-10	\$0	-%
29-Jul-10	\$0	-%
29-Aug-10	\$0	-%
29-Sep-10	\$0	-%
29-Oct-10	\$0	-%
29-Nov-10	\$0	-%
29-Dec-10	\$0	-%
29-Jan-11	\$0	-%
28-Feb-11	\$0	-%
29-Mar-11	\$0	-%
29-Apr-11	\$0	-%
29-May-11	\$0	-%
29-Jun-11	\$0	-%
29-Jul-11	\$0	-%
29-Aug-11	\$0	-%
29-Sep-11	\$0	-%
29-Oct-11	\$0	-%
29-Nov-11	\$0	-%
29-Dec-11	\$0	-%
29-Jan-12	\$0	-%
29-Feb-12	\$0	-%
29-Mar-12	\$0	-%
29-Apr-12	\$0	-%
29-May-12	\$0	-%
29-Jun-12	\$0	-%
29-Jul-12	\$0	-%
29-Aug-12	\$0	-%
29-Sep-12	\$3,468,940	1.73%
29-Oct-12	\$0	-%
29-Nov-12	\$0	-%
29-Dec-12	\$3,536,966	1.77%
29-Jan-13	\$0	-%

28-Feb-13	\$0	-%
29-Mar-13	\$3,606,325	1.80%
29-Apr-13	\$0	-%
29-May-13	\$0	-%
29-Jun-13	\$3,677,046	1.84%
29-Jul-13	\$0	-%
29-Aug-13	\$0	-%
29-Sep-13	\$3,749,152	1.87%
29-Oct-13	\$0	-%
29-Nov-13	\$0	-%
29-Dec-13	\$3,822,673	1.91%
29-Jan-14	\$0	-%
28-Feb-14	\$0	-%
29-Mar-14	\$3,897,636	1.95%
29-Apr-14	\$0	-%
29-May-14	\$0	-%
29-Jun-14	\$3,974,068	1.99%
TOTAL	\$200,000,000	100.00%

Annexure B to the Schedule of Required Changes: State Bridge Facility
drawdown schedule amounts

Month Ending	Amount	Percentage of Facility Limit
30-Jul-08	\$0	-%
29-Aug-08	\$0	-%
29-Sep-08	\$0	-%
29-Oct-08	\$0	-%
29-Nov-08	\$0	-%
29-Dec-08	\$0	-%
29-Jan-09	\$0	-%
28-Feb-09	\$0	-%
29-Mar-09	\$0	-%
29-Apr-09	\$0	-%
29-May-09	\$0	-%
29-Jun-09	\$0	-%
29-Jul-09	\$0	-%
29-Aug-09	\$0	-%
29-Sep-09	\$75,893,741	28.41%
29-Oct-09	\$84,293,319	31.55%
29-Nov-09	\$100,982,588	37.80%
29-Dec-09	\$5,994,651	2.24%
29-Jan-10	\$0	-%
28-Feb-10	\$0	-%
29-Mar-10	\$0	-%
29-Apr-10	\$0	-%
29-May-10	\$0	-%
29-Jun-10	\$0	-%
29-Jul-10	\$0	-%
29-Aug-10	\$0	-%
29-Sep-10	\$0	-%
29-Oct-10	\$0	-%
29-Nov-10	\$0	-%
29-Dec-10	\$0	-%
29-Jan-11	\$0	-%
28-Feb-11	\$0	-%
29-Mar-11	\$0	-%
29-Apr-11	\$0	-%
29-May-11	\$0	-%
29-Jun-11	\$0	-%
29-Jul-11	\$0	-%
29-Aug-11	\$0	-%
29-Sep-11	\$0	-%
29-Oct-11	\$0	-%
29-Nov-11	\$0	-%
29-Dec-11	\$0	-%
29-Jan-12	\$0	-%
29-Feb-12	\$0	-%
29-Mar-12	\$0	-%
29-Apr-12	\$0	-%
29-May-12	\$0	-%
29-Jun-12	\$0	-%
29-Jul-12	\$0	-%
29-Aug-12	\$0	-%
29-Sep-12	\$0	-%
29-Oct-12	\$0	-%
29-Nov-12	\$0	-%
29-Dec-12	\$0	-%
29-Jan-13	\$0	-%

28-Feb-13	\$0	-%
29-Mar-13	\$0	-%
29-Apr-13	\$0	-%
29-May-13	\$0	-%
29-Jun-13	\$0	-%
29-Jul-13	\$0	-%
29-Aug-13	\$0	-%
29-Sep-13	\$0	-%
29-Oct-13	\$0	-%
29-Nov-13	\$0	-%
29-Dec-13	\$0	-%
29-Jan-14	\$0	-%
28-Feb-14	\$0	-%
29-Mar-14	\$0	-%
29-Apr-14	\$0	-%
29-May-14	\$0	-%
29-Jun-14	\$0	-%
TOTAL	\$267,164,299	100.00%

Annexure C to the Schedule of Required Changes: Construction Facility drawdown schedule amounts

Month Ending	Amount	Percentage of Facility Limit
30-Jul-08	\$0	-%
29-Aug-08	\$0	-%
29-Sep-08	\$0	-%
29-Oct-08	\$0	-%
29-Nov-08	\$0	-%
29-Dec-08	\$0	-%
29-Jan-09	\$0	-%
28-Feb-09	\$0	-%
29-Mar-09	\$0	-%
29-Apr-09	\$0	-%
29-May-09	\$0	-%
29-Jun-09	\$0	-%
29-Jul-09	\$0	-%
29-Aug-09	\$0	-%
29-Sep-09	\$0	-%
29-Oct-09	\$0	-%
29-Nov-09	\$0	-%
29-Dec-09	\$111,672,202	3.81%
29-Jan-10	\$70,374,856	2.40%
28-Feb-10	\$103,195,612	3.52%
29-Mar-10	\$106,532,985	3.64%
29-Apr-10	\$124,287,699	4.24%
29-May-10	\$108,979,710	3.72%
29-Jun-10	\$105,086,793	3.59%
29-Jul-10	\$107,740,128	3.68%
29-Aug-10	\$112,698,116	3.85%
29-Sep-10	\$128,531,323	4.39%
29-Oct-10	\$112,415,455	3.84%
29-Nov-10	\$114,918,575	3.92%
29-Dec-10	\$111,581,237	3.81%
29-Jan-11	\$72,252,508	2.47%
28-Feb-11	\$113,216,524	3.87%
29-Mar-11	\$105,730,959	3.61%
29-Apr-11	\$111,235,266	3.80%
29-May-11	\$95,299,457	3.25%
29-Jun-11	\$99,760,751	3.41%
29-Jul-11	\$98,265,178	3.36%
29-Aug-11	\$89,373,215	3.05%
29-Sep-11	\$91,461,261	3.12%
29-Oct-11	\$77,500,095	2.65%
29-Nov-11	\$72,033,765	2.46%
29-Dec-11	\$61,137,760	2.09%
29-Jan-12	\$39,038,139	1.33%
29-Feb-12	\$44,938,451	1.53%
29-Mar-12	\$38,709,964	1.32%
29-Apr-12	\$31,418,474	1.07%
29-May-12	\$29,495,584	1.01%
29-Jun-12	\$239,117,958	8.17%
29-Jul-12	\$0	-%
29-Aug-12	\$0	-%
29-Sep-12	\$0	-%
29-Oct-12	\$0	-%
29-Nov-12	\$0	-%
29-Dec-12	\$0	-%
29-Jan-13	\$0	-%

28-Feb-13	\$0	-%
29-Mar-13	\$0	-%
29-Apr-13	\$0	-%
29-May-13	\$0	-%
29-Jun-13	\$0	-%
29-Jul-13	\$0	-%
29-Aug-13	\$0	-%
29-Sep-13	\$0	-%
29-Oct-13	\$0	-%
29-Nov-13	\$0	-%
29-Dec-13	\$0	-%
29-Jan-14	\$0	-%
28-Feb-14	\$0	-%
29-Mar-14	\$0	-%
29-Apr-14	\$0	-%
29-May-14	\$0	-%
29-Jun-14	\$0	-%
TOTAL	\$2,928,000,000	100.00%

Annexure D to the Schedule of Required Changes: IPO Equity Bridge
Facility drawdown schedule amounts

Month Ending	Amount	Percentage of Facility Limit
30-Jul-08	\$0	-%
29-Aug-08	\$0	-%
29-Sep-08	\$0	-%
29-Oct-08	\$0	-%
29-Nov-08	\$0	-%
29-Dec-08	\$111,801,367	23.40%
29-Jan-09	\$36,557,359	7.65%
28-Feb-09	\$79,861,452	16.71%
29-Mar-09	\$91,584,097	19.17%
29-Apr-09	\$129,702,596	27.14%
29-May-09	\$87,992,900	18.41%
29-Jun-09	\$87,283,495	18.27%
29-Jul-09	\$72,186,683	15.11%
29-Aug-09	\$67,563,522	14.14%
29-Sep-09	\$14,558,628	3.05%
29-Oct-09	\$0	-%
29-Nov-09	\$0	-%
29-Dec-09	\$0	-%
29-Jan-10	\$0	-%
28-Feb-10	\$0	-%
29-Mar-10	\$0	-%
TOTAL	\$779,092,099.00	163.04%