



25 JULY 2008

APP Corporation Pty Ltd  
ABN 29 003 764 770  
APP House, 53 Berry Street  
North Sydney NSW 2060

Hyder Consulting Pty Ltd  
ABN 76 104 485 289  
Level 7, 199 Grey Street  
South Brisbane QLD 4101

Mr David Lynch  
Chief Executive Officer  
City North Infrastructure Pty Ltd  
Level 30, Comalco Place  
12 Creek Street  
Brisbane QLD 4001

Dear Sirs,

**Airport Link / Northern Busway (Windsor to Kedron) / EWAG Projects –  
Teaming Agreement Side Letter**

**1. Parties**

The parties to this letter are:

- (a) APP Corporation Pty Ltd (**APP**);
- (b) Hyder Consulting Pty Ltd (**Hyder**); and
- (c) the State of Queensland c/- The Chief Executive Officer, City North Infrastructure Pty Ltd (**the State**).

**2. Purpose**

The purpose of this letter is to record a binding agreement on the terms of this letter between APP, Hyder and the State in relation to the Teaming Agreement between APP and Hyder dated on or about the date of this letter (**Teaming Agreement**).



### **3. Teaming Agreement**

- (a) The Teaming Agreement sets out the arrangements between APP and Hyder for the performance by Hyder, as a sub-consultant to APP, of the role of Independent Verifier and Financier's Engineer (as appropriate) for the Airport Link / Northern Busway (Windsor to Kedron) / EWAG Projects (**Projects**).
- (b) The parties acknowledge that the State and other parties have agreed to appoint APP as Independent Verifier and as Financier's Engineer for the Projects on the basis that Hyder will act as sub-consultant for those roles.
- (c) For the avoidance of doubt, the parties acknowledge that APP is not relieved of any of its obligations in relation to the Projects because of the sub-consultancy arrangements between APP and Hyder under the Teaming Agreement.

### **4. No termination or material amendment of Teaming Agreement**

- (a) APP and Hyder agree not to amend, vary, rescind, novate, replace or terminate the Teaming Agreement without the prior written consent of the State, such consent not to be unreasonably withheld.
- (b) APP agrees not to waive any material right under, or allow any material time or other indulgence in respect of, the Teaming Agreement without the prior written consent of the State, such consent not to be unreasonably withheld.

**The parties each confirm, by their execution of this letter, agreement with the terms set out in this letter.**



**Executed by APP Corporation Pty Ltd**  
 ABN 29 003 764 770 by the party's  
 attorney pursuant to a power of attorney  
 dated 22 JULY 2008 who states that  
 no notice of revocation has been received  
 in the presence of:

HPJ Schenk  
 \_\_\_\_\_  
 Witness

HEINRICH PETER JOHANN SCHENK.  
 \_\_\_\_\_  
 Name of Witness (print)

[Signature]  
 \_\_\_\_\_  
 Attorney

Ion Marted  
 \_\_\_\_\_  
 Name of Attorney (print)

**Executed by Hyder Consulting Pty Ltd**  
 ABN 76 104 485 289

[Signature]  
 \_\_\_\_\_  
 Company Secretary/Director

S. UHR.  
 \_\_\_\_\_  
 Name of Company Secretary/Director  
 (print)

[Signature]  
 \_\_\_\_\_  
 Director

JAVIER KONSO  
 \_\_\_\_\_  
 Name of Director (print)

**Executed for and on behalf of The State  
 of Queensland by Alan Tesch, chief  
 executive, Department of Main Roads in  
 the presence of:**

[Signature]  
 \_\_\_\_\_  
 Signature of Witness  
**ALAN HENRY MAGUIRE**  
 SOLICITOR

\_\_\_\_\_  
 Name of Witness in full

[Signature]  
 \_\_\_\_\_  
 Signature