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CHAMBERS  
WESTGARTH**  
lawyers

Sydney  
Melbourne  
Brisbane  
Perth  
Gold Coast

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Each party specified as a Mortgagor in schedule 1

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Australia and New Zealand Banking Group Limited

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ANZ Fiduciary Services Pty Ltd

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# Amending Deed – Intermediate Entities Security Deed

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Date 30 July 2008

## Parties

Each party listed in schedule 1 (**Mortgagors**)

**Australia and New Zealand Banking Group Limited** (ABN 11 005 357 522) of Level 17, 530 Collins Street, Melbourne Victoria 3000 (**Agent**)

**ANZ Fiduciary Services Pty Ltd** (ABN 100 709 493) of Level 17, 530 Collins Street, Melbourne Victoria 3000 (**Security Trustee**)

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## Background

- A. The Mortgagors (including the Custodian) and the Security Trustee have entered into the Security Deed.
  - B. The Custodian executed the Security Deed on the basis that it had been appointed as custodian of the Assets.
  - C. However, the Custodian has not been appointed custodian of the Assets.
  - D. The parties therefore wish to enter into this deed to correct certain errors in the Security Deed relating to the capacity in which the Custodian has executed and will perform the Security Deed.
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## Agreed terms

### 1 Interpretation

#### 1.1 Definitions

In this deed:

**Operative Date** means the date of this deed.

**Security Deed** means document entitled *Intermediate Entities Security Deed* dated 28 May 2008 between Trust Company Limited, BrisConnections Holdings 2 Pty Limited, BrisConnections Management Company Limited (each as a Mortgagor), the Agent and the Security Trustee.

**Syndicated Facilities Agreement** means the document so entitled dated 2 June 2008 between BrisConnections Finance Pty Limited, BrisConnections Operations Pty Limited, BrisConnections Contracting Pty Limited, Northern

Busway Contracting Pty Limited, BrisConnections Nominee Company Pty Limited (as trustee of the BC Asset Trust), each bank or financial institution in schedule 1 of that document, the Agent, the Security Trustee and each Initial Hedge Counterparty (as defined therein).

## **1.2 Definitions in Security Deed**

Unless expressed to the contrary, terms defined in the Security Deed have the same meaning in this deed.

## **1.3 Construction**

The provisions of clause 1.2 (*Interpretation*) of the Security Deed are incorporated into this deed.

## **2 Consideration**

Each party enters into this deed for valuable consideration from the other party and receipt of the consideration is acknowledged by each party.

## **3 Amendment**

### **3.1 Amendment**

The parties to this deed agree that on and from the Operative Date:

- (a) the words in the first line of paragraph 4.2 (*Acknowledgement*) of Schedule 3 of the Security Deed which read:

“The Custodian enters into the Finance Documents as custodian of the Assets and agent of the Trustee, which is the responsible entity or trustee of the Trust, and in no other capacity and does so on the following basis: ”

will be replaced with:

“For the purposes of its execution and performance of this Deed, the Custodian shall be deemed to have entered into and to perform this Deed as custodian of the Assets and as agent of the Trustee (which is the responsible entity or trustee of the Trust) and in no other capacity and irrespective of whether it has actually been appointed custodian of the Assets, and does so on the following basis:”; and

- (b) the words in the first line of paragraph 4.2(a) (*Acknowledgement*) of Schedule 3 of the Security Deed which read:

“Subject to paragraphs (e), the Custodian enters into the Finance Documents as custodian of the Assets and as agent of the Trustee”

will be replaced with:

“Subject to paragraph (e), the Custodian, to the extent it is or becomes the custodian of any of the Assets, enters into the

Finance Documents as custodian of those Assets and as agent of the Trustee”.

### **3.2 Parties bound**

The parties will be bound by the Security Deed as amended by this deed on and from the Operative Date.

### **3.3 Waiver**

The Agent and the Security Trustee waive any breach of the Security Deed arising from the statements of the Custodian in paragraph 4.2 of schedule 3 of the Security Deed as referred to in clause 3.1 above prior to the Operative Date.

## **4 General**

### **4.1 Counterparts**

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

### **4.2 Finance Documents**

- (a) This deed is a Finance Document for the purpose of the Syndicated Facilities Agreement.
- (b) Except as otherwise provided in this deed, the Finance Documents remain in full force and effect.

### **4.3 Incorporated Provisions**

The provisions in clauses 30.16, 38, 39, 40 and 41 of the Syndicated Facilities Agreement apply to this deed.

### **4.4 Governing law and jurisdiction**

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

# Schedule 1


## Mortgagors

<b>Mortgagor</b>	<b>ABN</b>	<b>Particulars for delivery of notices</b>
Trust Company Limited	59 004 027 749	Level 4, 35 Clarence Street, Sydney New South Wales 2000  Attention: John Newby (Senior Manager – Property and Infrastructure, Custody, Institutional Services)
BrisConnections Holdings 2 Pty Limited	73 128 614 755	Units 5a & 5b, West End Corporate Park  305 Montague Road, West End, Queensland 4101  Attention: Mark Snape
BrisConnections Management Company Limited	73 128 614 291	Units 5a & 5b, West End Corporate Park  305 Montague Road, West End, Queensland 4101  Attention: Mark Snape

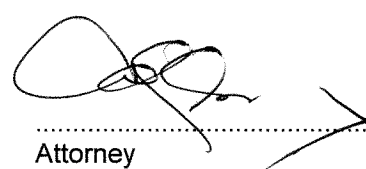
**Executed as a deed**

**Mortgagors**

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

  
.....  
Witness

TRENT FRANKLIN  
.....  
Name of Witness (print)

  
.....  
Attorney

JOHN NEWBY  
.....  
Name of Attorney (print)

**Executed by BrisConnections** )  
**Holdings 2 Pty 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)

**Executed by BrisConnections** )  
**Management 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)

**Executed as a deed**

**Mortgagors**

**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

.....  
Attorney

.....  
Name of Witness (print)

.....  
Name of Attorney (print)

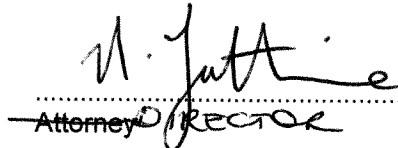
**Executed by BrisConnections** )  
**Holdings 2 Pty Limited** ~~by the party's~~ )  
~~attorney pursuant to power of attorney~~ )  
~~dated ..... who states that no~~ )  
~~notice of revocation of the power of~~ )  
~~attorney has been received in the~~ )  
presence of: )  
)



~~Witness~~ COMPANY SECRETARY

Tamira D Herbst

.....  
Name of Witness (print)  
COMPANY SECRETARY



~~Attorney~~ DIRECTOR

NICHOLAS LATTIMORE

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

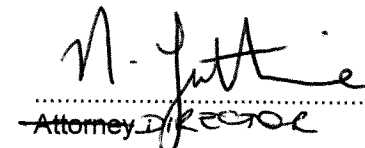
**Executed by BrisConnections** )  
**Management Company Limited** ~~by~~ )  
~~the party's attorney pursuant to power~~ )  
~~of attorney dated ..... who~~ )  
~~states that no notice of revocation of~~ )  
~~the power of attorney has been~~ )  
received in the presence of: )  
)



~~Witness~~ COMPANY SECRETARY

Tamira D Herbst

.....  
Name of Witness (print)  
COMPANY SECRETARY



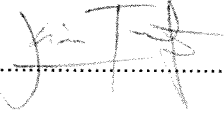
~~Attorney~~ DIRECTOR

NICHOLAS LATTIMORE


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

**Agent**

**Executed by Australia and New Zealand Banking Group Limited** )  
by the party's attorney pursuant to power )  
of attorney dated 7.11.2005 who )  
states that no notice of revocation of )  
the power of attorney has been )  
received in the presence of: )

.....  
Witness 

.....  
**Kim Truong**  
Name of Witness (print)

.....  
Attorney 


.....  
**Stephen Arthur Close**  
Name of Attorney (print)

**Security Trustee**

**Executed by ANZ Fiduciary Services Pty Ltd** )  
by the party's attorney pursuant )  
to power of attorney dated 27. May 2008 )  
who states that no notice of revocation )  
of the power of attorney has been )  
received in the presence of: )

.....  
Witness 

.....  
**Kim Truong**  
Name of Witness (print)

.....  
Attorney 

.....  
**Stephen Arthur Close**  
Name of Attorney (print)