



Corporate Finance  
Transaction Management  
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Facsimile 1300 557 263 (domestic)  
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Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522

28 May 2008

The Directors  
BrisConnections Finance Pty Limited  
Units 5a & 5b  
West End Corporate Park  
305 Montague Road  
West End QLD 4101

Dear Sirs,

**BRISCONNECTIONS FINANCE PTY LTD (ABN 78 116 930 959)  
SYNDICATED FACILITIES AGREEMENT**

Thank you for appointing Australia and New Zealand Banking Group Limited ("ANZ") as Agent for the Financiers in relation to the above transaction.

We refer to the Syndicated Facilities Agreement (the "**Agreement**") dated on or about the date of this letter between, inter alia, BrisConnections Finance Pty Limited (the "**Borrower**"), each Financier and Australia and New Zealand Banking Group Limited (the "**Agent**"). Unless otherwise defined in this letter, capitalised terms used in this letter shall have the meanings ascribed to them in the Agreement. This document is the Agent Fee Letter as referred to in clause 10.3 of the Agreement and is a Finance Document.

Without limiting the obligations of the Borrower under the Agreement, we set out below the Agent's fee (the "**Fee**") payable by the Borrower to ANZ in relation to its role as Agent under the Agreement:

- (a) AUD\$85,000 per annum plus reasonable out of pocket expenses and GST (if applicable) for the period from Financial Close up to the date of Completion;
- (b) AUD\$70,000 per annum plus reasonable out of pocket expenses and GST (if applicable) from the date of Completion until the Repayment Date
- (c) In consideration for it agreeing to provide agency services to the Financiers, the reasonable time costs of employees or agents of ANZ for time spent as a result of the occurrence of an Event of Default, whilst it subsists, or in relation to any amendment to, or consent approval or waiver requested by the Borrower in respect of, a Transaction Document. That time spent shall be costed at the rate then usually charged by ANZ for the services of those employees or agents. Any such costs will be charged monthly in arrears.

The Fee shall be paid for services provided in connection with the administration of the Agreement. That is, when the Agent calculates rates and amounts, keeps records, receives and distributes payments and information received, and receives and deals with Withdrawal Notices and Selection Notices, the Agent

provides those services as principal and does not provide those services as agent for the Financiers.

These Fees are in addition to the costs and expenses to be paid by the Borrower as provided for in Clause 29 (*Indemnities*) of the Agreement.

**Fees Non-Refundable & Payable in Advance**

The Agent's fee will be:

- (a) calculated daily and payable semi-annually in advance beginning from Financial Close so long as ANZ Agent;
- (b) non-refundable;
- (c) payable within 14 days of submission of a valid tax invoice by ANZ.

Fees and costs under this letter are exclusive of GST payable by ANZ. The Borrower shall pay to ANZ, in addition to the amount of fees and costs referred to above, the amount of any GST payable by ANZ in respect of those fees and costs.

The fee is not paid for the account of the Financiers nor for services provided by or on behalf of the Financiers. No consideration is payable by the Financiers for these services.

**Agent's representative**

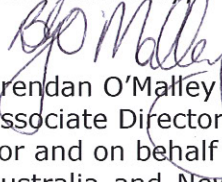
Michelle Tay has been appointed as the representative of the Senior Facility Agent for this transaction and she can be contacted on (03) 9273-1309 or [Michelle.Tay@anz.com](mailto:Michelle.Tay@anz.com). In Michelle's absence we will advise you of the name of the person who will undertake the Agent function.

We look forward to the closing this transaction and working with you during this transaction.

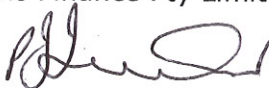
Please sign in the space below and return the enclosed copy of this letter to indicate your agreement and acceptance of its terms.

This letter may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Yours sincerely,

  
 Brendan O'Malley  
 Associate Director, Corporate Finance  
 For and on behalf of  
 Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) as  
 Agent

Signed for BrisConnections Finance Pty Limited

  
 Authorised Signatory  
 Peter James Irwin

Name *Reem C. El-Eid Edwards*  
 Date *29/5/08*