



Corporate Finance
Transaction Management
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Australia and New Zealand Banking Group Limited
ABN 11 005 357 522

28 May 2008

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

Dear Sirs,

**BRISCONNECTIONS MANAGEMENT COMPANY LIMITED (ACN 128 614
291)
IPO EQUITY BRIDGE FACILITY - SYNDICATED FACILITIES AGREEMENT**

Thank you for appointing Australia and New Zealand Banking Group Limited ("ANZ") as Agent for the Participants 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 Management Company Limited (in its capacity as responsible entity and manager for each of the Holding Trust and the Investment Trust) (ACN 128 614 291) (the "**Borrower**"), each Participant 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 9.3 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\$20,000 per annum plus reasonable out of pocket expenses and GST (if applicable) for the period from Financial Close up to the Final Repayment Date;
- (b) In consideration for it agreeing to provide agency services to the Participants, 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 Finance 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 Drawdown Notices, the Agent provides those services as principal and does not provide those services as agent for the Participants.

These Fees are in addition to the costs and expenses to be paid by the Borrower as provided for in Clause 22 (Expenses) 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 Participants nor for services provided by or on behalf of the Participants. No consideration is payable by the Participants for these services.

Agent's representative

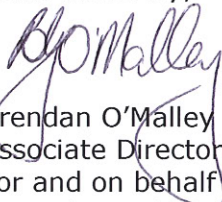
Veena Satyamurthy has been appointed as the representative of the Agent for this transaction and she can be contacted on (03) 9273-1863 or Veena.Satyamurthy@anz.com. In Veena's absence we will advise you of the name of the person who will undertake the Agent function.

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 Management Company
Limited


Authorised Signatory
Name HEINRICH PETER JOHN SCHENK
Date 29 MAY 2008