
Amending Deed

Rivercity Motorway Holding Trust ARSN 119 128 193

AMENDING DEED

DATE 22 December 2015

PARTIES

This deed is made by Rivercity Motorway Management Limited ACN 117 343 361 (in liquidation) (**Manager**).

RECITALS

- A. The Manager is the responsible entity of the Rivercity Motorway Holding Trust ARSN 119 128 193 established under a Constitution dated 2 December 2005 (as amended by deed dated 4 April 2006) (**Constitution**).
- B. Messrs Michael Owen, Stephen Parbery and Christopher Hill of PPB Advisory are the liquidators of the Manager (**Liquidators**).
- C. The Trust is registered as a managed investment scheme under the Corporations Act 2001 (Cth) (**Corporations Act**). By order of the Federal Court dated 11 September 2014 in proceedings numbered QUD481 of 2014, the Manager was granted an extension of the period within which to comply with a number of reporting requirements for the Trust under the Corporations Act until further order of the Court.
- D. Clause 22.1(b) of the Constitution provides that, subject to the Corporations Act, the Constitution may be amended by deed executed by the Manager.
- E. Subsection 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified, or repealed and replaced with a new constitution by the Manager if the Manager reasonably considers that the change will not adversely affect Members' rights.
- E. The Trust was established with a Principal Investment Policy of holding (directly or indirectly) investments or interests in the Project and providing financial assistance to members of the Rivercity Motorway Group.
- F. The Project was sold, the sale completed in December 2013 and, as a result, further Trust investments are not being made, there is no intention to issue further Units or interests in the Trust and the Assets of the Trust are being collected, called in and realised with a view to paying any fees and any costs, charges, liabilities (whether actual or contingent) expenses, claims and demands incurred, made or apprehended by the Manager (including in relation to the eventual winding up of the Trust).
- G. There are current Proceedings which affect the Trust and, where appropriate, the Manager may make, commence or defend any claims. Unless and until the Proceedings and any claims are finalised, any winding up of the Trust could not be completed.
- H. Under the ASX's policy for removing entities that have been suspended from trading for lengthy periods, the Trust is to be removed from the official list of ASX on the first trading day after 1 January 2016 (**Date of Delisting**).
- I. Under clause 20.3(a) of the Constitution the Trust will commence to be wound up on the Date of Delisting.

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- J. The Manager considers that the amendment of the Constitution as set out in this deed to defer the commencement of the winding up until the Proceedings have been finalised in the circumstances is not adverse to Members' rights.

OPERATIVE PROVISIONS

1. DEFINITIONS

- (a) Unless otherwise defined in this deed, words and expressions defined in the Constitution have the same meaning when used in this deed.
- (b) Clauses 1.2, 1.3 and 1.4 of the Constitution apply in and to this deed as if set out in this deed.

2. AMENDMENT TO THE CONSTITUTION

- (a) The Constitution is amended by inserting "the later of the Date of Finalisation of the Proceedings and" before "the Date of Delisting" in paragraph (a) of the definition of "Winding-Up Commencement Date" in clause 32.1.

- (b) Inserting in clause 32.1 the following new definitions:

"Date of Finalisation of the Proceedings means the date on which the Proceedings are settled and withdrawn or there is a Final Determination in the Proceedings."

"Final Determination means the decision of the Court having jurisdiction over the Proceedings from which all appeals have been exhausted or expired."

"Proceedings means each and all of the following:

- (i) Proceedings numbered NSD 757 of 2012 in the Federal Court of Australia between Stephen Hopkins as Trustee for the Hopkins Superannuation Fund (and others) and AECOM Australia Pty Ltd (and others), including all cross-claims filed therein; and
- (ii) Proceedings numbered NSD1209 of 2012 in the Federal Court of Australia between RiverCity Motorway Management Ltd (In Liquidation) and Robert Francis Morris (and others) and all cross claims (if any) filed therein; and
- (iii) any other proceedings commenced prior to the date of finalisation of proceedings in paragraphs (i) or (ii) to which RiverCity Motorway Management Ltd (In Liquidation) is a party in its capacity as responsible entity of the Trust in relation to a cause of action arising prior to the appointment of liquidators to RiverCity Motorway Management Ltd (In Liquidation)."

3. BINDING PROVISIONS

The provisions of this deed are binding on the Manager, the Members and all persons claiming through them as if each were a party to this deed.

4. NO PERSONAL LIABILITY

- (a) The Liquidators will not incur or suffer any personal liability whatsoever under or in connection with this deed and the transactions contemplated by it, whether pursuant to the Corporations Act or otherwise; and
- (b) The Liquidators have not made any representation whatsoever or given any warranties whatsoever in respect of this deed.
- (c) Paragraphs (a) and (b) of this clause 4 are intended to apply as broadly as possible and without limiting its effect, the Liquidators will not incur any liability or be required to perform any obligation under or in connection with this deed.
- (d) The Liquidators are released from all Loss suffered or incurred by any of them under or in connection with this deed and the transactions contemplated by this deed.
- (e) For the purposes of this clause 4, "Loss" means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis.
- (f) The Manager holds the benefit of this clause on separate trust for the Liquidators and the Liquidators may rely on this clause notwithstanding that they are not party to this deed.

5. NO RESETTLEMENT

Nothing expressly or impliedly contained in this deed is effective to resettle the Trust or to impress any new or additional trust upon property held on trust for the Trust as at the date of this deed.

6. EFFECTIVE DATE


The changes to the Constitution referred to in this deed take effect on and from lodgement of a copy of this deed with the ASIC.

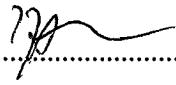
7. GOVERNING LAW AND JURISDICTION

This deed is governed by the law of Victoria.

EXECUTED as a deed.

Executed as a deed by Rivercity Motorway)
Management Limited (In Liquidation) ACN)
117 343 361 by its joint and several liquidators)
in the presence of:)


.....
Signature of Witness


.....
Signature of Liquidator

Eudo Haddo
.....
Name of Witness (Print)

Michael Owen
.....
Name of Liquidator (Print)

Amending Deed

Rivercity Motorway Investment Trust ARSN 119 128 326

AMENDING DEED

DATE 22 December 2015

PARTIES

This deed is made by Rivercity Motorway Management Limited ACN 117 343 361 (in liquidation) (**Manager**).

RECITALS

- A. The Manager is the responsible entity of the Rivercity Motorway Investment Trust ARSN 119 128 326 established under a Constitution dated 2 December 2005 (as amended by deed dated 4 April 2006) (**Constitution**).
- B. Messrs Michael Owen, Stephen Parbery and Christopher Hill of PPB Advisory are the liquidators of the Manager (**Liquidators**).
- C. The Trust is registered as a managed investment scheme under the Corporations Act 2001 (Cth) (**Corporations Act**). By order of the Federal Court dated 11 September 2014 in proceedings numbered QUD481 of 2014, the Manager was granted an extension of the period within which to comply with a number of reporting requirements for the Trust under the Corporations Act until further order of the Court.
- D. Clause 22.1(b) of the Constitution provides that, subject to the Corporations Act, the Constitution may be amended by deed executed by the Manager.
- E. Subsection 601GC(1) of the Corporations Act provides that the constitution of a registered scheme may be modified, or repealed and replaced with a new constitution by the Manager if the Manager reasonably considers that the change will not adversely affect Members' rights.
- E. The Trust was established with a Principal Investment Policy of holding (directly or indirectly) investments or interests in the Project and providing financial assistance to members of the Rivercity Motorway Group.
- F. The Project was sold, the sale completed in December 2013 and, as a result, further Trust investments are not being made, there is no intention to issue further Units or interests in the Trust and the Assets of the Trust are being collected, called in and realised with a view to paying any fees and any costs, charges, liabilities (whether actual or contingent) expenses, claims and demands incurred, made or apprehended by the Manager (including in relation to the eventual winding up of the Trust).
- G. There are current Proceedings which affect the Trust and, where appropriate, the Manager may make, commence or defend any claims. Unless and until the Proceedings and any claims are finalised, any winding up of the Trust could not be completed.
- H. Under the ASX's policy for removing entities that have been suspended from trading for lengthy periods, the Trust is to be removed from the official list of ASX on the first trading day after 1 January 2016 (**Date of Delisting**).
- I. Under clause 20.3(a) of the Constitution the Trust will commence to be wound up on the Date of Delisting.

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- J. The Manager considers that the amendment of the Constitution as set out in this deed to defer the commencement of the winding up until the Proceedings have been finalised in the circumstances is not adverse to Members' rights.

OPERATIVE PROVISIONS

1. DEFINITIONS

- (a) Unless otherwise defined in this deed, words and expressions defined in the Constitution have the same meaning when used in this deed.
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2. AMENDMENT TO THE CONSTITUTION

- (a) The Constitution is amended by inserting "the later of the Date of Finalisation of the Proceedings and" before "the Date of Delisting" in paragraph (a) of the definition of "Winding-Up Commencement Date" in clause 32.1.

- (b) Inserting in clause 32.1 the following new definitions:

"Date of Finalisation of the Proceedings means the date on which the Proceedings are settled and withdrawn or there is a Final Determination in the Proceedings."

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- (iii) any other proceedings commenced prior to the date of finalisation of proceedings in paragraphs (i) or (ii) to which RiverCity Motorway Management Ltd (In Liquidation) is a party in its capacity as responsible entity of the Trust in relation to a cause of action arising prior to the appointment of liquidators to RiverCity Motorway Management Ltd (In Liquidation)."

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- (b) The Liquidators have not made any representation whatsoever or given any warranties whatsoever in respect of this deed.
- (c) Paragraphs (a) and (b) of this clause 4 are intended to apply as broadly as possible and without limiting its effect, the Liquidators will not incur any liability or be required to perform any obligation under or in connection with this deed.
- (d) The Liquidators are released from all Loss suffered or incurred by any of them under or in connection with this deed and the transactions contemplated by this deed.
- (e) For the purposes of this clause 4, "Loss" means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis.
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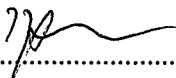
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Signature of Witness


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Signature of Liquidator

Eudo Haddell
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Name of Witness (Print)

Michael Owen
.....
Name of Liquidator (Print)