

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme RiverCity Motorway Management Limited as responsible entity of both the RiverCity Motorway Holding Trust (ARSN 19 128 193) and RiverCity Motorway Investment Trust (ARSN 119 128 326), whose units are stapled.

ACN/ARSN 117 343 361

1. Details of substantial holder (1)

Name

- i) Leighton Holdings Limited (Leighton)
- ii) Leighton Contractors Pty Limited (LCPL)
- iii) Leighton Infrastructure Investments Pty Ltd (LIPL)
- iv) Each of Leighton's controlled entities as set out in Annexure "A" (Leighton Controlled Entities)
- v) Hochtief AG (Hochtief)

ACN/ARSN (if applicable)

- i) 004 482 982
- ii) 000 893 667
- iii) 079 054 505
- iv) refer to Annexure A

There was a change in the interests of the substantial holder on 24 / 03 / 2010

The previous notice was given to the company on 24 / 03 / 2010

The previous notice was dated 24 / 03 / 2010

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary stapled units	155,000,005	16.2%	80,000,005	8.36%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
17/3/2010	LIPL	LIPL sold units to JF Infrastructure Pty Limited under a Stapled Unit Purchase Agreement between the parties dated 22 February 2010	\$79,176,577	75,000,000 fully paid ordinary stapled units	75,000,000
17/3/2010	Leighton, LCPL and Leighton Controlled Entities other than LCPL and LIPL	LIPL sold units to JF Infrastructure Pty Limited under a Stapled Unit Purchase Agreement between the parties dated 22 February 2010	\$79,176,577	75,000,000 fully paid ordinary stapled units	75,000,000
17/3/2010	Hochtief	LIPL sold units to JF	\$79,176,577	75,000,000 fully	75,000,000

		Infrastructure Pty Limited under a Stapled Unit Purchase Agreement between the parties dated 22 February 2010		paid ordinary stapled units	
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4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
LIPL	LIPL	LIPL	Registered Holder	80,000,005 fully paid ordinary stapled units	80,000,005
Leighton, LCPL and Leighton Controlled Entities other than LCPL and LIPL	LIPL	LIPL	Relevant interest in any security in which LIPL holds a relevant interest, under section 608(3) of the Corporations Act 2001	80,000,005 fully paid ordinary stapled units	80,000,005
Hochtief	LIPL	LIPL	Relevant interest in any security in which LIPL holds a relevant interest, under section 608(3) of the Corporations Act 2001	80,000,005 fully paid ordinary stapled units	80,000,005

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

6. Addresses

The addresses of persons named in this form are as follows:

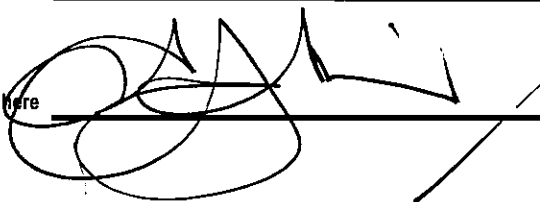
Name	Address
RiverCity Motorway Management Limited	Level 2, 140 Melbourne Street, South Brisbane, Brisbane Qld 4101
Leighton Infrastructure Investments Pty Limited	Tower 1, 495 Victoria Avenue, Chatswood NSW 2067
Leighton Contractors Pty Ltd	Tower 1, 495 Victoria Avenue, Chatswood NSW 2067
Leighton Holdings Limited	472 Pacific Highway, St Leonards, NSW 2065W
Hochtief	Opernplatz 2, 45128 Essen, Germany
JF Infrastructure Pty Limited	Level 26, 60 Margaret Street, Sydney NSW 2000

Signature

print name A.J. MOIR

Group Company Secretary

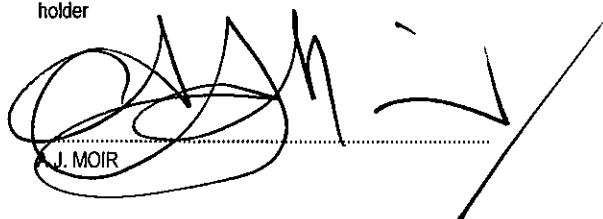
sign here



date 25 / 03 / 2010

Annexure A

This is annexure A of 5 pages referred to in Form 604 in connection with RiverCity Motorway Management Limited – Notice of change of interests of substantial holder



J. MOIR

25/03/2010
Date

Leighton Group Entities

Each of the following entities is an associate of Leighton because Leighton controls it (s 12(2)(a)):

LEIGHTON HOLDINGS LIMITED AND CONTROLLED ENTITIES	A.C.N. If applicable	Interest held	Place of Incorporation
145 ANN STREET PTY LTD	131 692 914	100%	
21 HARRIS STREET PYRMONT PTY LTD	133 139 796	100%	NSW
512 WICKHAM STREET PTY LTD	125 451 381	100%	NSW
512 WICKHAM STREET TRUST		100%	
A.C.N. 126 130 738 PTY LTD	126 130 738	100%	VIC
ADELAIDE TERRACE INVESTMENTS PTY. LIMITED	008 190 270	100%	SA
AUSINDO HOLDINGS PTE LTD		100%	Singapore
BOS AUSTRALIA PTY. LTD.	009 180 616	100%	WA
BROAD CONSTRUCTION SERVICES (NSW/VIC) PTY LTD	097 831 411	90%	WA
BROAD CONSTRUCTION SERVICES (NT) PTY LTD	097 831 340	90%	WA
BROAD CONSTRUCTION SERVICES (QLD) PTY LTD	089 532 061	90%	QLD
BROAD CONSTRUCTION SERVICES (SA) PTY LTD	090 056 474	90%	SA
BROAD CONSTRUCTION SERVICES (VIC) PTY LTD	097 831 297	90%	WA
BROAD CONSTRUCTION SERVICES (WA) PTY LTD	106 101 893	90%	WA
BROAD GROUP HOLDINGS PTY LTD	052 046 518	90%	WA
EWENISSA PTY. LIMITED	084 205 112	100%	ACT
GIDDENS INVESTMENT LIMITED		100%	Hong Kong
GREEN CONSTRUCTION COMPANY		100%	United States
GRIDCOMM PTY LTD		100%	VIC
HONG KONG TELECOMMUNICATIONS HOLDINGS (AUSTRALIA) PTY LTD	117 392 926	100%	VIC
HUNTER VALLEY EARTHMOVING CO PTY LTD	000 366 450	100%	NSW
HWE COCKATOO PTY LIMITED	009 639 285	100%	NT
HWE MAINTENANCE SERVICES PTY LTD	103 487 074	100%	WA
HWE MINING PTY LIMITED	117 135 672	100%	VIC
HWE NEWMAN ASSETS PTY LIMITED	117 136 204	100%	VIC
HWE NEWMAN MINING PTY LIMITED	117 135 896	100%	VIC
HWE NEWMAN SERVICES PTY LIMITED	117 136 053	100%	VIC
INDUSTRIAL & TECHNICAL SERVICES PTY LTD	010 789 803	100%	QLD
INFOPLEX PTY LTD	094 296 107	100%	NSW
ITS HOLDINGS PTY LTD	075 829 551	100%	QLD
ITS LUBE SERVICES PTY LTD	112 801 126	100%	QLD
JARRAH WOOD PTY LTD	066 154 603	90%	WA

JH RAIL HOLDINGS PTY LTD	096 330 479	59%	VIC
JH RAIL INVESTMENTS PTY LTD	096 330 700	59%	VIC
JH RAIL OPERATIONS PTY LTD	096 330 728	59%	VIC
JHG MUTUAL LIMITED	132 160 331	100%	NSW
JOETEL PTY. LIMITED	096 451 786	59%	ACT
JOHN HOLLAND (NZ) LTD		100%	New Zealand
JOHN HOLLAND AD HOLDINGS PTY LTD	095 328 788	100%	VIC
JOHN HOLLAND AD INVESTMENTS PTY LTD	092 661 044	100%	VIC
JOHN HOLLAND AD OPERATIONS PTY LTD	092 661 017	100%	VIC
JOHN HOLLAND AVIATION SERVICES PTY LTD	123 721 317	100%	VIC
JOHN HOLLAND DEVELOPMENT AND INVESTMENT PTY LTD	004 293 056	100%	VIC
JOHN HOLLAND ENGINEERING PTY LTD	103 278 824	100%	VIC
JOHN HOLLAND GROUP PTY LTD	050 242 147	100%	VIC
JOHN HOLLAND INFRASTRUCTURE NOMINEES PTY LTD	123 866 973	100%	VIC
JOHN HOLLAND INFRASTRUCTURE PTY LTD	123 866 982	100%	VIC
JOHN HOLLAND INFRASTRUCTURE TRUST		100%	
JOHN HOLLAND INVESTMENT PTY LTD	099 412 610	100%	VIC
JOHN HOLLAND MELBOURNE RAIL FRANCHISE PTY LTD	135 975 610	100%	VIC
JOHN HOLLAND MINING PTY LTD	098 539 354	100%	ACT
JOHN HOLLAND PTY LTD	004 282 268	100%	VIC
JOHN HOLLAND QUEENSLAND PTY LTD	133 069 280	100%	VIC
JOHN HOLLAND RAIL PTY LTD	009 252 653	100%	WA
JOHN HOLLAND SERVICES NO. 1 PTY LTD	099 383 169	100%	VIC
JOHN HOLLAND SERVICES PTY LTD	099 412 656	100%	VIC
KINGSCLIFF RESORT TRUST		100%	QLD
LEIGHTON ADMIN SERVICES PTY. LIMITED	086 383 977	100%	NSW
LEIGHTON ARRANGING PTY. LTD.	132 009 360	100%	NSW
LEIGHTON ASIA (CHINA) LIMITED		100%	Hong Kong
LEIGHTON ASIA (HONG KONG) HOLDINGS (NO. 2) LIMITED		100%	Hong Kong
LEIGHTON ASIA LIMITED		100%	Hong Kong
LEIGHTON ASIA SOUTHERN PTE LTD		100%	Singapore
LEIGHTON CONTRACTORS (ASIA) LIMITED		100%	Hong Kong
LEIGHTON CONTRACTORS (CHINA) LIMITED		100%	Hong Kong
LEIGHTON CONTRACTORS (INDIA) PVT LTD		100%	India
LEIGHTON CONTRACTORS (INDO-CHINA) LIMITED		100%	Hong Kong
LEIGHTON CONTRACTORS (LAOS) COMPANY LIMITED		100%	Lao People's Democratic Republic
LEIGHTON CONTRACTORS (MALAYSIA) SDN BHD		80%	Malaysia
LEIGHTON CONTRACTORS (PHILIPPINES), INC.		100%	Philippines
LEIGHTON CONTRACTORS (SINGAPORE) PTE LTD		100%	Singapore
LEIGHTON CONTRACTORS ASIA (CAMBODIA) CO. LIMITED		100%	Cambodia
LEIGHTON CONTRACTORS ASIA (VIETNAM) LIMITED		100%	Viet Nam
LEIGHTON CONTRACTORS INC.		100%	United States
LEIGHTON CONTRACTORS INFRASTRUCTURE NOMINEES PTY LTD	124 180 632	100%	VIC

LEIGHTON CONTRACTORS INFRASTRUCTURE PTY LTD	124 180 623	100%	VIC
LEIGHTON CONTRACTORS INFRASTRUCTURE TRUST		100%	
LEIGHTON CONTRACTORS LANKA (PRIVATE) LIMITED		100%	Sri Lanka
LEIGHTON CONTRACTORS MAURITIUS LIMITED		100%	Mauritius
LEIGHTON FINANCE (USA) PTY. LTD.	132 500 684	100%	NSW
LEIGHTON FINANCE INTERNATIONAL LIMITED	115 834 609	100%	NSW
LEIGHTON FINANCE LIMITED	002 323 373	100%	NSW
LEIGHTON FOUNDATION ENGINEERING (ASIA) LIMITED		100%	Hong Kong
LEIGHTON FUNDS MANAGEMENT PTY LIMITED	010 581 503	100%	QLD
LEIGHTON GEOTECH LIMITED		100%	Thailand
LEIGHTON HOLDINGS INFRASTRUCTURE NOMINEES PTY. LTD.	123 608 462	100%	VIC
LEIGHTON HOLDINGS INFRASTRUCTURE PTY. LTD	123 608 408	100%	VIC
LEIGHTON HOLDINGS INFRASTRUCTURE TRUST		100%	
LEIGHTON HOLDINGS INVESTMENTS PTY. LIMITED	126 876 953	100%	VIC
LEIGHTON INDIA AND SOUTH EAST ASIA SDN BHD		100%	Malaysia
LEIGHTON INDUSTRIAL SERVICES PTY LIMITED	119 590 493	100%	VIC
LEIGHTON INTERNATIONAL FZ LLC		100%	United Arab Emirates
LEIGHTON INTERNATIONAL LIMITED		100%	Cayman Islands
LEIGHTON INVESTMENTS MAURITIUS LIMITED		100%	Mauritius
LEIGHTON INVESTMENTS MAURITIUS LIMITED NO. 2		100%	Mauritius
LEIGHTON JOHN HOLLAND JOINT VENTURE (Lai Chi Kok)		100%	Hong Kong
LEIGHTON KOREA LIMITED		100%	Korea, Democratic People's Republic of
LEIGHTON LLC		100%	Mongolia
LEIGHTON MOTORWAY INVESTMENTS NO. 2 PTY LIMITED	103 136 545	100%	VIC
LEIGHTON OFFICE TRUST		100%	VIC
LEIGHTON OFFSHORE AUSTRALIA PTY LTD	124 963 275	100%	VIC
LEIGHTON PACIFIC ST LEONARDS PTY LIMITED	133 520 368	100%	VIC
LEIGHTON PORTFOLIO SERVICES PTY LIMITED	089 253 065	100%	ACT
LEIGHTON PROJECT MANAGEMENT SDN BHD		80%	Malaysia
LEIGHTON PROJECTS CONSULTING (SHANGHAI) LIMITED		100%	China
LEIGHTON PROPERTIES (BRISBANE) PTY LIMITED	009 871 603	100%	QLD
LEIGHTON PROPERTIES (VIC) PTY LTD	086 206 813	100%	VIC
LEIGHTON PROPERTIES (WA) PTY LIMITED	132 787 476	100%	NSW
LEIGHTON PROPERTIES PTY LIMITED	009 765 379	100%	QLD

LEIGHTON PROPERTY DEVELOPMENT PTY LIMITED	001 046 395	100%	NSW
LEIGHTON PROPERTY FUNDS MANAGEMENT LIMITED	079 662 874	100%	ACT
LEIGHTON PROPERTY MANAGEMENT PTY LIMITED	074 623 420	100%	NSW
LEIGHTON RAILWAY STREET PTY LIMITED	133 207 235	100%	NSW
LEIGHTON RESIDENTIAL INVESTMENTS PTY. LTD.	124 839 069	100%	VIC
LEIGHTON SERVICES AUSTRALIA PTY LIMITED	097 568 799	100%	NSW
LEIGHTON STAFF SHARES PTY. LTD.	004 986 976	100%	VIC
LEIGHTON SUPERANNUATION PTY. LTD.	001 002 035	100%	NSW
LEIGHTON USA INC.		100%	United States
LEWIS SCOTT ENTERPRISES PTY LIMITED	003 238 382	100%	NSW
LMENA NO. 1 PTY. LIMITED	126 563 344	100%	VIC
LMENA PTY. LIMITED	126 493 945	100%	VIC
LONDON CIRCUIT NO.1 TRUST		100%	
LSE ANTENNA SERVICES PTY LIMITED	052 138 413	51%	QLD
LSE TECHNOLOGY (AUSTRALIA) PTY LIMITED	069 616 002	100%	NSW
LSE TECHNOLOGY PTY LTD	001 702 156	51%	NSW
LUCON PTY LTD	101 760 445	100%	VIC
MARTOX PTY. LTD	096 287 339	59%	NSW
MAYFIELD ENGINEERING PTY LIMITED	112 829 624	100%	NSW
MENETTE PTY. LTD.	061 939 599	100%	VIC
METRO DEVELOPMENTS AUSTRALIA PTY LTD	102 746 878	90%	WA
METRONODE PTY. LTD.	094 277 675	100%	VIC
MOORABBIN TRUST		100%	
NESTDEEN PTY. LTD.	090 486 678	100%	QLD
NEXTGEN NETWORKS PTY LIMITED	094 147 403	100%	ACT
NEXTGEN PURE DATA PTY LTD	121 379 539	100%	VIC
NEXUS POINT HONG KONG COMPANY LIMITED		100%	Hong Kong
NEXUS POINT SOLUTIONS PTY. LTD.	094 296 429	100%	NSW
ONOPHTIC PTY LIMITED	096 097 773	100%	NSW
OPAL INSURANCE (SINGAPORE) PTE LTD		100%	Singapore
OZ SOLAR POWER PTY LTD	136 578 035	100%	VIC
PLANT AND EQUIPMENT LEASING PTY LIMITED	111 142 191	100%	NSW
PORTSIDE FABRICATION PTY LTD	055 405 699	100%	VIC
PT CINERE SERPONG JAYA		80%	Indonesia
PT LEIGHTON CONTRACTORS INDONESIA		95%	Indonesia
PT NGAWI KERTOSONO JAYA		95%	Indonesia
PT SOLO NGAWI JAYA		95%	Indonesia
PT THIESS CONTRACTORS INDONESIA		100%	Indonesia
RIDGEWOOD DEVELOPMENT PTY. LTD.	009 784 230	100%	QLD
RIVER LINKS DEVELOPMENTS PTY LTD	099 629 115	100%	QLD
SA HEALTH PARTNERSHIP PTY LTD	135 088 854	100%	VIC
SILK TELECOM (WA) PTY LTD	103 173 440	100%	WA
SILK TELECOM PTY LTD	095 420 616	100%	VIC
SILVERTON GROUP (AUST) PTY LTD	121 058 704	90%	WA
SILVERTON GROUP PTY LTD	109 702 507	90%	WA
SMGP CONSTRUCTION SERVICES PTY LIMITED	101 795 126	100%	NSW
SWAN WATER SERVICES PTY LTD	070 955 074	100%	NSW
TECHNICAL RESOURCES PTY. LTD.	002 938 687	100%	NSW

TELECOMMUNICATION INFRASTRUCTURE PTY LTD	095 983 207	100%	VIC
TENSACCIAI PTY. LTD.	080 749 417	100%	WA
THAI LEIGHTON LIMITED		100%	Thailand
THIESS (MAURITIUS) PTY LTD		100%	Mauritius
THIESS CONTRACTORS (MALAYSIA) SDN. BHD.		100%	Malaysia
THIESS CONTRACTORS (PNG) LIMITED		100%	Papua New Guinea
THIESS INDIA PVT LTD		100%	India
THIESS INFRACO PTY LTD	104 364 525	100%	QLD
THIESS INFRASTRUCTURE NOMINEES PTY LTD	123 866 955	100%	VIC
THIESS INFRASTRUCTURE PTY LTD	123 866 964	100%	VIC
THIESS INFRASTRUCTURE TRUST		100%	
THIESS INVESTMENTS PTY LIMITED	009 673 018	100%	QLD
THIESS JOHN HOLLAND JOINT VENTURE (Airport Link)		100%	QLD
THIESS JOHN HOLLAND JOINT VENTURE (Airport Link)		100%	VIC
THIESS JOHN HOLLAND JOINT VENTURE (Eastlink)		100%	VIC
THIESS JOHN HOLLAND JOINT VENTURE (Lane Cove Tunnel)		100%	NSW
THIESS JOHN HOLLAND MOTORWAY SERVICES		100%	QLD
THIESS LEIGHTON INDIA PVT LTD		100%	India
THIESS MINECS INDIA PVT LTD		90%	India
THIESS NC		100%	New Caledonia
THIESS NZ LIMITED		100%	New Zealand
THIESS PTY LTD	010 221 486	100%	QLD
THIESS SERVICES JOHN HOLLAND SERVICES JOINT VENTURE		100%	QLD
THIESS SERVICES LIMITED		100%	New Zealand
THIESS SERVICES PTY LTD	010 725 247	100%	QLD
THIESS SOUTHLAND PTY LTD	053 356 193	100%	NSW
THINK CONSULTING GROUP PTY. LTD.	126 129 226	100%	VIC
VICTORIAN WAVE PARTNERS PTY LTD	136 578 044	100%	VIC
VISION HOLD PTY LIMITED	093 256 289	100%	NSW
VISIONSTREAM AUSTRALIA PTY LIMITED	093 384 680	100%	NSW
VISIONSTREAM PTY LIMITED	062 604 193	100%	QLD
VISIONSTREAM SERVICES PTY LIMITED	093 394 186	100%	NSW
VYTEL ADMIN PTY LIMITED	092 710 391	100%	NSW
VYTEL INVESTMENTS PTY LIMITED	093 112 620	100%	NSW
VYTEL PTY LIMITED	088 704 269	100%	NSW
YANDINA ETHANOL PTY LTD	101 271 621	100%	VIC
YIFTA PTY. LIMITED	008 645 609	100%	ACT
YOLTAX PTY. LIMITED	096 287 348	59%	NSW
ZANGOFILE TRUST		100%	
ZELMEX PTY. LIMITED	096 451 848	59%	ACT

Stapled Unit Purchase Agreement

Dated 22 February 2010

Leighton Infrastructure Investments Pty Limited ABN 80 079 054 505
("Seller")

JF Infrastructure Pty Limited ABN 15 106 690 171 ("Buyer")

Mallesons Stephen Jaques
Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.mallesons.com
Ref: MF:DAS

Stapled Unit Purchase Agreement

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Stapled Unit Purchase Agreement

Details

Seller	Name	Leighton Infrastructure Investments Pty Limited
	ABN	80 079 054 505
	Incorporated in	Commonwealth of Australia
	Address	Tower 1, 495 Victoria Avenue Chatswood NSW 2067 Australia
	Fax	(02) 8668 6511
	Attention	Peter Hicks
Buyer	Name	JF Infrastructure Pty Limited
	ABN	15 106 690 171
	Incorporated in	Commonwealth of Australia
	Address	Level 26, 60 Margaret Street Sydney NSW 2000 Australia
	Attention	General Manager
Recitals	A	RiverCity Motorway Management Limited is the responsible entity of the RiverCity Motorway Holding Trust and also of the RiverCity Motorway Investment Trust (each the “ Trust ” and together the “ Trusts ”) (“ RiverCity Motorway ”) and in that capacity has issued stapled units, which are now listed on the ASX.
	B	Under the RiverCity Motorway Deferred Equity Commitment Deed dated 23 May 2006 (the “ Deferred Equity Deed ”), subject to the conditions contained therein, Bilfinger Berger BOT GmbH (now Bilfinger Berger PI Corporate Services GmbH) (“ Bilfinger ”) has undertaken to subscribe for 75,000,000 Stapled Units (the “ Stapled Units ”) issued by each Trust, and pay to the Trusts an amount of \$75 million (the “ Deferred Subscription Amount ”) on a date determined under the Deferred Equity Deed (the “ Equity Contribution Date ”).
	C	Bilfinger and the Seller (previously known as Leighton Motorway Investments Pty Ltd) entered into a Stapled Unit

Stapled Unit Purchase Agreement

Purchase Agreement on 21 April 2006 (the “**First Purchase Agreement**”), under which the Seller has agreed to purchase the Stapled Units from Bilfinger.

- D By a letter from James Fielding Infrastructure Pty Limited (the former name of the Buyer) to Leighton Holdings Limited dated 18 August 2006 (“**Letter Agreement**”), it was agreed that the Seller would transfer its rights in the Stapled Units to the Buyer on the same terms as the First Purchase Agreement.
- E The parties have agreed to more formally record their intentions, and to replace the Letter Agreement.

1 Sale and purchase of Stapled Units

1.1 Sale and purchase

The Buyer agrees to acquire the Stapled Units for \$79,176,577, (the “**Purchase Price**”) on the terms of this agreement, free of any Encumbrance, on the Date of Tolling System Completion (as that term is defined in the First Purchase Agreement) (the “**Completion Date**” under this Agreement).

Subject to receiving consent from:

- (a) RiverCity Motorway; and
- (b) the Foreign Investment Review Board (“**FIRB**”) for the Buyer to purchase the Stapled Units,

the Seller agrees to sell the Stapled Units to the Buyer for the Purchase Price on the Completion Date.

1.2 Consent from RCM

The Seller advises that RiverCity Motorway has consented to this transaction, subject to the following conditions:

- (a) the transaction does not occur prior to the Date of Tolling System Completion;
- (b) on or before the Completion Date, ASX Limited does not change its position in relation to, or otherwise withdraw or amend, ASX listing waiver no. WLC060247-008 (“**Waiver**”) in respect of ASX Listing Rule 7.1 or the confirmation given to RiverCity Motorway that the terms of the Waiver permit the issue of the Stapled Units to JFI;
- (c) on the Completion Date, Leighton Holdings Limited and Mirvac Holdings Limited are each the registered holder of 50% of the shares of JFI; and

Stapled Unit Purchase Agreement

- (d) on or before the Completion Date JFI and RiverCity Motorway enter into the Deed of Undertaking in the form attached to this letter as Annexure 1.

1.3 Deed of Undertaking

JFI will execute the Deed of Undertaking at the same time as it executes this agreement.

2 Completion

Completion of the sale of the Stapled Units will take place on the Completion Date at the offices of the Seller, or at any other time and place agreed between the Seller and the Buyer.

On Completion:

- (a) the Buyer will pay the Purchase Price to the Seller as directed by the Seller into an account nominated by the Seller; and
- (b) the Seller will give to the Buyer a copy of the approval from FIRB for the Buyer to purchase the Stapled Units (unless already received).

The Seller will then procure that RiverCity Motorway issues confirmation that the Stapled Units have been registered in the name of JFI.

3 Representations and Warranties

3.1 Each party

Each party represents and warrants for the benefit of the other party that:

- (a) **(status)** it is a corporation valid existing under the laws of its place of incorporation;
- (b) **(corporate power)** it has the corporate power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement;
- (c) **(corporate authorisations)** it has taken all necessary corporate action to authorise the entry into and performance by it of this agreement and to carry out the transactions contemplated by this agreement;
- (d) **(documents binding)** this agreement is its valid and binding obligations, enforceable in accordance with their terms, subject to equitable principles and laws relating to liquidation, administration, bankruptcy or the protection of creditors;
- (e) **(transactions permitted)** the execution and performance by it of this deed and each transaction contemplated under this deed did not and will not violate in any respect any provision of:

Stapled Unit Purchase Agreement

- (i) any law or treaty or judgment, ruling, order or decree binding upon it;
- (ii) its constitutional or other constituent documents; or
- (iii) any other documents or agreement which is binding on it or its assets; and

3.2 Seller's title warranty

The Seller represents and warrants to the Buyer that at the time of Completion, the Seller is the beneficial owner of the Stapled Units, and there are no Encumbrances over the Stapled Units.

4 Costs and Duty

4.1 Legal costs

The Seller and the Buyer agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this agreement and of other related documentation, except for stamp duty.

4.2 Stamp duty

The Buyer agrees to pay all Duty (including fines and penalties) chargeable, payable or assessed in relation to this agreement and the transfer of the Stapled Units to the Buyer.

5 Miscellaneous

5.1 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

5.2 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

5.3 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

Stapled Unit Purchase Agreement

5.4 Governing Law

This agreement is governed by the law in force in Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

6 Interpretation

6.1 Definitions

These meanings apply unless the contrary intention appears.

Completion means completion of the sale and purchase of the Stapled Units in accordance with clause 2 ("**Completion**").

Duty means any stamp, transaction or registration duty or similar charge which is imposed by any governmental agency and includes but is not limited to, any interest, fine, penalty, charge or other amount which is imposed in that regard.

Encumbrance means any security for the payment of money or performance of obligations including a mortgage, lien, charge, pledge, trust, power, preferential right, interest or arrangement, or any agreement to create any of them or allow them to exist.

Project Deed means the North South Bypass Tunnel Project Deed dated 24 May 2006 between Brisbane City Council, RiverCity Motorway Pty Limited and RiverCity Motorway Asset Nominee Pty Limited.

Capitalised terms which are used but not defined in this agreement shall have the meaning given to them (if any) in the Deferred Equity Deed or, if applicable, the Project Deed.

6.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) (**variations or replacements**) a document (including this agreement) includes any variation or replacement of it;
- (b) (**clauses, annexures and schedules**) a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement.

6.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

EXECUTED as an agreement.

Deed of Undertaking

Annexure - Deed of Undertaking (clause 1.2(a))

Deed of Undertaking

Dated 2010

JF Infrastructure Pty Limited ABN 15 106 690 171 ("**JFI**")

RiverCity Motorway Management Limited ABN 33 117 343 361 as responsible entity of the RiverCity Motorway Holding Trust and the RiverCity Motorway Investment Trust ("**RiverCity Motorway**")

Mallesons Stephen Jaques

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
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DX 113 Sydney
www.mallesons.com
Ref: MF:DAS

Deed of Undertaking

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Deed of Undertaking

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Deed of Undertaking

Details

JFI	Name	JF Infrastructure Pty Limited
	ABN	15 106 690 171
	Incorporated in	Commonwealth of Australia
	Address	Level 26, 60 Margaret Street Sydney NSW 2000 Australia
	Attention	General Manager

RiverCity Motorway	Name	RiverCity Motorway Management Limited as responsible entity of the RiverCity Motorway Holding Trust and the RiverCity Motorway Investment Trust
	ABN	33 117 343 361
	Incorporated in	Commonwealth of Australia
	Address	Level 2, 140 Melbourne Street South Brisbane Brisbane Qld 4101
	Attention	Company Secretary

Recitals	A	RiverCity Motorway is the responsible entity of the RiverCity Motorway Holding Trust and also of the RiverCity Motorway Investment Trust (each the “ Trust ” and together the “ Trusts ”) and in that capacity has issued Units, which are now listed on the ASX.
	B	Under the Deferred Equity Commitment Deed, subject to the conditions contained therein, Bilfinger Berger PI Corporate Services GmbH (“ Bilfinger ”) has undertaken to subscribe for 75,000,000 Units (the “ Stapled Units ”).
	C	Bilfinger and Leighton Infrastructure Investments Pty Limited (ABN 80 079 054 505) (“ LII ”) have entered into a Stapled Unit Purchase Agreement dated 21 April 2006 (the “ First Purchase Agreement ”), under which LII has agreed to purchase the Stapled Units from Bilfinger.
	D	JFI and LII have entered into a Stapled Unit Purchase Agreement dated on or about the date of this Deed of Undertaking, under which JFI has agreed to purchase the Stapled Units from LII, on substantially the same terms as the First Purchase Agreement.

- E** RiverCity Motorway consents to the Transfer of the Stapled Units to JFI, provided that JFI enters into this Deed of Undertaking.

1 Undertaking by JFI to retain Stapled Units

JFI undertakes to RiverCity Motorway that it will not Transfer any of the Stapled Units unless:

- (a) the transferee is a wholly owned subsidiary of JFI, and the transferee enters into an accession deed substantially in the form of Schedule 1; or
- (b) JFI and its wholly owned subsidiaries, in aggregate, retain direct or indirect control of, or an effective legal, beneficial and economic interest in, at least:
 - (i) 75,000,000 Stapled Units until the date falling 12 months after the Equity Contribution Date; and
 - (ii) 37,500,000 Stapled Units until the date falling 18 months after the Equity Contribution Date; or
- (c) it has obtained the prior consent of RiverCity Motorway.

This undertaking shall cease to have effect on the date falling 18 months after Tolling System Completion.

2 Structure of JFI

2.1 Representation and warranty by JFI

JFI represents and warrants on the date of this deed that Leighton Holdings Limited (ACN 004 482 982) (“Leighton”) is the registered holder of 50% of the shares in JFI.

2.2 Restriction on certain Transfers of shares in JFI

Unless JFI has obtained the prior consent of RiverCity Motorway, JFI agrees not to:

- (a) issue any additional shares in itself; or
- (b) register a Transfer of shares in itself,

if, because of the issuance or Transfer, Leighton would hold less than 50% of the shares in JFI.

This clause ceases to have effect on the date falling 18 months after Tolling System Completion.

2.3 Future Transfer of Stapled Units to Leighton and Mirvac

Pursuant to clause 1(c), RiverCity Motorway hereby grants its prior consent to JFI Transferring:

- (a) 50% of the Stapled Units to Leighton or a wholly owned subsidiary of Leighton; and
- (b) 50% of the Stapled Units to Mirvac Limited (ACN 003 280 699) (“**Mirvac**”) or a wholly owned subsidiary of Mirvac,

provided that each transferee enters into an accession and release deed substantially in the form of Schedule 2.

3 Representations and Warranties

Each party represents and warrants on the date of this deed for the benefit of each other party that:

- (a) (**status**) it is a corporation validly existing under the laws of its place of incorporation;
- (b) (**corporate power**) it has the corporate power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed;
- (c) (**corporate authorisations**) it has taken all necessary corporate action to authorise the entry into and performance by it of this deed and to carry out the transactions contemplated by this deed;
- (d) (**documents binding**) this deed constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms, subject to equitable principles and laws relating to liquidation, administration, bankruptcy or the protection of creditors;
- (e) (**transactions permitted**) the execution and performance by it of this deed and each transaction contemplated under this deed did not and will not violate in any respect any provision of:
 - (i) any law or treaty or judgment, ruling, order or decree binding upon it;
 - (ii) its constitutional or other constituent documents; or
 - (iii) any other documents or agreement which is binding on it or its assets; and
- (d) (**solvency**) it is solvent.

4 Costs and stamp duty

4.1 Legal costs

Each party agrees to pay its own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this deed and of other related documentation, except for stamp duty.

4.2 Duty

JFI agrees to pay all stamp duty (including penalties and interest), payable in relation to this deed.

5 RiverCity Motorway

5.1 Acknowledgement

All parties agree and acknowledge that RiverCity Motorway enters into this deed as responsible entity of each of the Trusts, and in no other capacity, and does so on the following basis:

- (a) All parties acknowledge that the obligations under this deed are incurred by RiverCity Motorway solely in its capacity as responsible entity of the Trusts.
- (b) RiverCity Motorway will not be liable to pay or satisfy any of the obligations under this deed except out of the assets of the Trust ("**Fund Assets**") from which RiverCity Motorway is entitled to be indemnified in respect of any liability incurred by it as responsible entity of any Trusts.
- (c) The parties, other than RiverCity Motorway, may enforce their rights against RiverCity Motorway in respect of the obligations under this deed only to the extent of RiverCity Motorway's right of indemnity out of the Fund Assets.
- (d) If any party other than RiverCity Motorway does not recover all money owing to it in respect of any other obligations or liabilities of whatever kind undertaken or incurred by RiverCity Motorway under this deed ("**Obligations**"), then it may not seek to recover the shortfall by:
 - (i) bringing proceedings against RiverCity Motorway in any capacity other than as responsible entity of the Trusts;
 - (ii) applying to have RiverCity Motorway wound up or proving in the winding up of RiverCity Motorway; or
 - (iii) seeking the appointment of a receiver, a liquidator, an administrator or any similar person to RiverCity Motorway or prove in any liquidation or administration or arrangement affecting RiverCity Motorway (except in relation to the Fund Assets).

The parties other than RiverCity Motorway acknowledge that:

- (a) the whole of this deed is subject to this clause;
- (b) RiverCity Motorway shall in no circumstances be liable to pay or satisfy any obligations or any liability arising under or in connection with the Obligations or breach of those Obligations, out of any funds or property or assets other than out of the Fund Assets; and
- (c) no attorney, agent, receiver or receiver and manager appointed in accordance with this deed, by any party to this deed, other than

RiverCity Motorway, has authority to act on behalf of RiverCity Motorway in a way which exposes RiverCity Motorway to any personal liability in any capacity other than as responsible entity of the Trusts and no act or omission of such person shall be considered fraud or breach of trust for the purposes of this clause.

This clause 5.1 is subject to the following clause 5.2.

5.2 Qualification

If any liability of RiverCity Motorway is not fully satisfied out of the Fund Assets as referred to in clause 5.1, RiverCity Motorway will be liable to pay out of its own funds, property and assets where that liability is as a result of fraud, gross negligence, wilful misconduct or a material breach of trust, the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which there is a reduction in the extent of RiverCity Motorway's indemnification out of the Fund Assets as a result of fraud, gross negligence, wilful misconduct or a material breach of trust by RiverCity Motorway in the performance of its duties as responsible entity of the Trust.

5.3 Clause prevails

This clause 5 prevails over all other provisions of this deed.

5.4 Survival

This clause 5 survives termination of this deed.

6 Notices

6.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

6.2 Delivery

They must be:

- (e) left at the address set out or referred to in the Details;
- (f) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (g) sent by fax to the fax number set out or referred to in the Details; or
- (h) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.

6.3 When effective

They take effect from the time they are received unless a later time is specified.

6.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

6.5 Receipt - fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

6.6 Receipt - general

Despite clauses 6.4 and 6.5, if they are received after 5.00pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9.00am on the next Business Day.

7 General

7.1 Entire agreement

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

7.2 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this deed or any part of it.

7.3 Severability

If the whole of any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

7.4 Governing Law

This deed is governed by the law in force in Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

7.5 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

7.6 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

7.7 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

7.8 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the deed.

7.9 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (i) to bind the party and any other person intended to be bound under this deed;
- (j) to show whether the party is complying with this deed.

7.10 Confidentiality

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of this document) except:

- (a) to any person in connection with an exercise of rights or a dealing with rights or obligations under this deed; or
- (b) to officers, employees, legal and other advisers and auditors of any party; or
- (c) to any party to this deed or any Related Entity of any party to this deed, provided the recipient agrees to act consistently with this clause; or
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (e) as required by any law or the rules of any stock exchange.

Each party consents to disclosures made in accordance with this clause.

8 Interpretation

8.1 Definitions

These meanings apply unless the contrary intention appears.

Authorised Officer means a person appointed by a party to act as an Authorised Officer for the purposes of this deed.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Deferred Equity Commitment Deed means the agreement dated 23 May 2006 between LII, Bilfinger, RiverCity Motorway and others.

Equity Contribution Date has the meaning given to that term in the Deferred Equity Commitment Deed.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Related Entity has the meaning it has in the Corporations Act 2001 (Cwlth).

Third Party Interest means with respect to any property:

- (a) any bill of sale (as defined in any statute) mortgage, charge, lien, pledge, encumbrance, hypothecation, assignment or trust of, over or in respect of the property or any other right by way of security (including, without limitation, under any hire purchase, title retention, sale and repurchase or flawed asset arrangement) of a creditor to have its claims satisfied prior to other creditors with or from the proceeds of the property;
- (b) a voting trust, power of attorney, proxy or similar arrangement intended to vest control of the voting or other rights attaching to the property; or
- (c) any other right or interest of any nature whatsoever in, over or in respect of the property in favour of any person,

and includes any agreement, arrangement or document conferring such a right or interest.

Tolling System Completion has the meaning given to that term in the North South Bypass Tunnel Project Deed dated 24 May 2006 between Brisbane City Council, RiverCity Motorway Pty Limited and RiverCity Motorway Asset Nominee Pty Limited.

Transfer means, with respect to any property, any sale, transfer, assignment, disposition, declaration of trust, alienation, lease, licence or grant of any similar rights or any attempted sale, transfer, assignment, disposition, declaration of trust, alienation, lease, licence or grant of any similar rights in respect of any legal, beneficial or economic interest in the property or the creation of any Third Party Interest in, over or in respect of the property or anything which has substantially the same economic effect as any of the above.

Units means units of each Trust.

8.2 References to certain general terms

Unless the contrary intention appears, a reference in this deed to:

- (a) **(variations or replacements)** a document (including this deed) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed.
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

8.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this deed.

EXECUTED as a deed.

Deed of Undertaking

Schedule 1 - Accession Deed (clause 1(a))

Details

Parties	JFI, [insert transferee] (“ Transferee ”) and RiverCity Motorway
Recitals	<p>A JFI and RiverCity Motorway are parties to a Deed of Undertaking dated [insert date] (“Deed of Undertaking”).</p> <p>B JFI has agreed to Transfer the Stapled Units to the Transferee.</p> <p>C Under clause 1(a) of the Deed of Undertaking, JFI has undertaken to RiverCity Motorway that it will not Transfer any of the Stapled Units unless the Transferee is a wholly owned subsidiary of JFI, and the Transferee enters into a deed substantially in the form of this deed.</p>
Governing law	Queensland
Date of deed	See Signing page

Deed of Undertaking

General terms

1 Meaning

1.1 Defined terms

The defined terms used in this deed have the same meaning as those used in the Deed of Undertaking.

1.2 Interpretation

Clause 8 of the Deed of Undertaking applies in the interpretation of this deed.

2 Transferee undertakings

The Transferee:

- (a) confirms that it has been supplied with a copy of the Deed of Undertaking;
- (b) undertakes with JFI and RiverCity Motorway to be bound by the Deed of Undertaking with effect on and from the date of this deed, as if:
 - (ii) clause 1 of the Deed of Undertaking were replaced with the following clause:

"1 Undertaking by [the Transferee] to retain Stapled Units

[The Transferee] undertakes to RiverCity Motorway that it will not Transfer any of the Stapled Units unless:

- (a) *the transferee is another wholly owned subsidiary of JFI, and the transferee enters into an accession deed substantially in the form of Schedule 1; or*
- (b) *JFI and its wholly owned subsidiaries, in aggregate, retain direct or indirect control of, or an effective legal, beneficial and economic interest in, at least:*
 - (i) *75,000,000 Stapled Units until the date falling 12 months after the Equity Contribution Date; and*
 - (ii) *37,500,000 Stapled Units until the date falling 18 months after the Equity Contribution Date; or*
- (c) *it has obtained the prior consent of RiverCity Motorway.*

This undertaking shall cease to have effect on the date falling 18 months after Tolling System Completion.”

- (c) represents and warrants on the date of this deed that it is a wholly owned subsidiary of JFI; and
- (d) undertakes that unless the Transferee has obtained the prior consent of RiverCity Motorway, the Transferee must not:
 - (iii) issue any additional shares in itself; or
 - (iv) register a Transfer of shares in itself,

if, because of the issuance or Transfer, the Transferee would cease to be a wholly owned subsidiary of JFI.

3 Consent of RiverCity Motorway

RiverCity Motorway consents to the Transferee becoming a party to the Deed of Undertaking and to the Transfer of the Stapled Units on and from the date of this deed on the terms set out in this deed.

4 JFI not released

JFI agrees that it continues to be bound by the Deed of Undertaking and is not released or discharged from its obligations under the Deed of Undertaking.

5 Deed of Undertaking

The parties agree that, except as provided above, the provisions of the Deed of Undertaking remain in full force and effect.

6 Notices

For the purposes of the Deed of Undertaking, the address of:

- (a) the Transferee to which all notices must be delivered is the address set out in the Details or, if the Transferee has notified otherwise, then marked for attention in the way last notified; and
- (b) RiverCity Motorway is the address set out in the Details section of the Deed of Undertaking or, if RiverCity Motorway has notified otherwise, then marked for attention in the way last notified.

7 Costs and stamp duty

7.1 Costs

Each party shall bear its own costs in connection with the negotiation, preparation and execution of this deed.

7.2 Stamp duty

JFI agrees to pay all stamp duty (including penalties and interest), payable in relation to this deed.

8 Governing law

This deed is governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that place.

9 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed is the date of the deed.

EXECUTED as a deed.

Deed of Undertaking

Schedule 2 - Accession and Release Deed (clause 2.3)

Details

Parties	JFI, [Leighton / Leighton wholly owned subsidiary], [Mirvac / Mirvac wholly owned subsidiary] and RiverCity Motorway
Recitals	<p>A JFI and RiverCity Motorway are parties to a Deed of Undertaking dated [insert date] ("Deed of Undertaking").</p> <p>B JFI has agreed to Transfer 50% of the Stapled Units to [Leighton / Leighton wholly owned subsidiary] and 50% of the Stapled Units to [Mirvac / Mirvac wholly owned subsidiary].</p> <p>C Under clause 1(c) of the Deed of Undertaking, JFI has undertaken to RiverCity Motorway that it will not Transfer any of the Stapled Units unless it has obtained the prior consent of RiverCity Motorway.</p> <p>D Under clause 2.3 of the Deed of Undertaking, RiverCity Motorway granted its prior consent to JFI Transferring 50% of the Stapled Units to Leighton or a wholly owned subsidiary of Leighton and 50% of the Stapled Units to Mirvac or a wholly owned subsidiary of Mirvac, provided that each transferee enters into an accession and release deed substantially in the form of this deed.</p>
Governing law	Queensland
Date of deed	See Signing page

Deed of Undertaking

General terms

1 Meaning

1.1 Defined terms

The defined terms used in this deed have the same meaning as those used in the Deed of Undertaking.

1.2 Interpretation

Clause 8 of the Deed of Undertaking applies in the interpretation of this deed.

2 Leighton undertakings

[Leighton / Leighton wholly owned subsidiary]:

- (a) confirms that it has been supplied with a copy of the Deed of Undertaking;
- (b) undertakes with RiverCity Motorway to be bound by the Deed of Undertaking with effect on and from the date of this deed, as if:
 - (i) clause 1 of the Deed of Undertaking were replaced with the following clause:

“1 Undertaking by Leighton to retain Stapled Units

[Leighton / Leighton wholly owned subsidiary] undertakes to RiverCity Motorway that it will not Transfer any of the Stapled Units unless:

- (a) *the transferee is a wholly owned subsidiary of Leighton and the transferee enters into an accession deed substantially in the form of Schedule 1; or*
- (b) *Leighton and its wholly owned subsidiaries, in aggregate, retain direct or indirect control of, or an effective legal, beneficial and economic interest in, at least:*
 - (i) *50% of 75,000,000 Stapled Units until the date falling 12 months after the Equity Contribution Date; and*
 - (ii) *50% of 37,500,000 Stapled Units until the date falling 18 months after the Equity Contribution Date; or*

- (c) *it has obtained the prior consent of RiverCity Motorway.*

These undertakings shall cease to have effect on the date falling 18 months after Tolling System Completion."

- (ii) clause 2 of the Deed of Undertaking were deleted;
- (c) represents and warrants on the date of this deed that it is a wholly owned subsidiary of Leighton. [Note: insert only if a wholly owned subsidiary of Leighton is a party to this deed]

3 Mirvac undertakings

[Mircvac / Mircvac wholly owned subsidiary]:

- (a) confirms that it has been supplied with a copy of the Deed of Undertaking;
- (b) undertakes with RiverCity Motorway to be bound by the Deed of Undertaking with effect on and from the date of this deed, as if:
- (i) a new clause 1A were added to the Deed of Undertaking as follows:

"1A Undertaking by Mirvac to retain Stapled Units

[Mircvac / Mircvac wholly owned subsidiary] undertakes to RiverCity Motorway that it will not Transfer any of the Stapled Units unless:

- (a) *the transferee is a wholly owned subsidiary of Mirvac and the transferee enters into an accession deed substantially in the form of Schedule 1; or*
- (b) *Mircvac and its wholly owned subsidiaries, in aggregate, retain direct or indirect control of, or an effective legal, beneficial and economic interest in, at least:*
- (i) *50% of 75,000,000 Stapled Units until the date falling 12 months after the Equity Contribution Date; and*
- (ii) *50% of 37,500,000 Stapled Units until the date falling 18 months after the Equity Contribution Date; or*
- (c) *it has obtained the prior consent of RiverCity Motorway.*

These undertakings shall cease to have effect on the date falling 18 months after Tolling System Completion."

- (c) represents and warrants on the date of this deed that it is a wholly owned subsidiary of Mirvac. [Note: insert only if a wholly owned subsidiary of Mirvac is a party to this deed]

4 Consent of RiverCity Motorway

RiverCity Motorway consents to each of [Leighton / Leighton wholly owned subsidiary] and [Mirvac / Mirvac wholly owned subsidiary] becoming a party to the Deed of Undertaking on and from the date of this deed on the terms set out in this deed.

5 JFI released

With effect on and from the date of this deed, RiverCity Motorway releases and discharges JFI from its obligations under the Deed of Undertaking.

6 Deed of Undertaking

The parties agree that, except as provided above, the provisions of the Deed of Undertaking remain in full force and effect.

7 Notices

For the purposes of the Deed of Undertaking, the address of:

- (a) [Leighton / Leighton wholly owned subsidiary] to which all notices must be delivered is the address set out in the Details or, if [Leighton / Leighton wholly owned subsidiary] has notified otherwise, then marked for attention in the way last notified;
- (b) [Mirvac / Mirvac wholly owned subsidiary] to which all notices must be delivered is the address set out in the Details or, if [Mirvac / Mirvac wholly owned subsidiary] has notified otherwise, then marked for attention in the way last notified;
- (c) RiverCity Motorway is the address set out in the Details section of the Deed of Undertaking or, if RiverCity Motorway has notified otherwise, then marked for attention in the way last notified.

8 Costs and stamp duty

8.1 Costs

Each party shall bear its own costs in connection with the negotiation, preparation and execution of this deed.

8.2 Stamp duty

[Leighton / Leighton wholly owned subsidiary] and [Mirvac / Mirvac wholly owned subsidiary] agree to pay all stamp duty (including penalties and interest), payable in relation to this deed.

9 Governing law

This deed is governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of that place.

10 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed is the date of the deed.

EXECUTED as a deed.

Deed of Undertaking

Signing page

DATED: 2010

EXECUTED by JF)
INFRASTRUCTURE PTY)
LIMITED (ABN 15 106 690 171) in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cwlth) by)
authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters)

.....)
Signature of director/company)
secretary*)

*delete whichever is not applicable

.....)
Name of director/company secretary*)
(block letters)

*delete whichever is not applicable

EXECUTED by RIVERCITY)
MOTORWAY MANAGEMENT)
LIMITED (ABN 33 117 343 361) as)
responsible entity of the RiverCity)
Motorway Holding Trust and the)
RiverCity Motorway Investment Trust)
in accordance with section 127(1) of)
the Corporations Act 2001 (Cwlth) by)
authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters)

.....)
Signature of director/company)
secretary*)

*delete whichever is not applicable

.....)
Name of director/company secretary*)
(block letters)

*delete whichever is not applicable

[insert final form]

Signing page

DATED: 22 February 2010

EXECUTED by LEIGHTON
INFRASTRUCTURE
INVESTMENTS PTY LIMITED
(ABN 80 079 054 505) in accordance
with section 127(1) of the Corporations
Act 2001 (Cwlth) by authority of its
directors:

Signature of director

Peter Geoffrey Pollard

Name of director (block letters)



Signature of director/company
secretary*

*delete whichever is not applicable

Peter Jeremy Hicks

Name of director/company secretary*
(block letters)

*delete whichever is not applicable

EXECUTED by JF
INFRASTRUCTURE PTY
LIMITED (ABN 15 106 690 171) in
accordance with section 127(1) of the
Corporations Act 2001 (Cwlth) by
authority of its directors:

Signature of director

Gary M. Flowers
Name of director (block letters)

A handwritten signature in blue ink, appearing to read 'Robyn Lynette Soransouli'.

Signature of director/company
secretary*

*delete whichever is not applicable

Robyn Lynette Soransouli

Name of director/company secretary*
(block letters)

*delete whichever is not applicable