

**GIC Private Limited**

168, Robinson Road, #37-01 Capital Tower, Singapore 068912. Tel: (65) 6889 8888

This is a computer generated fax. No signature is required.

To: 00161293470005
cc:
Subject: Substantial Shareholding Notice - ASCIANO LIMITED (AIO)
From: Zhihao Chiew
Tel: +65-68898760
Fax: +65-68898756
Date: 19/11/2015 6:27:10 PM
Pages: 204 (including this page)

Attn. Company Announcements Office
Australian Securities Exchange
Exchange Centre
20 Bridge Street
Sydney, NSW 2000
Australia
Fax No. 61 2 9778 0999 / 61 29347 0005

Dear Sir/Madam,

Section 671B Corporations Act 2001
Form 603 for ASCIANO LIMITED

We enclose one copy of Form 603 in respect of the above company.

The report is filed with you in compliance with Section 671B of the Corporations Act 2001.

Should you require clarification, please contact the undersigned via email at grpiodsubshare@gic.com.sg.

Thank you.

Best Regards,
Chiew Zhihao
Investment Operations Department
GIC Pte Ltd

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Asciano Limited (AIO)

ACN/ARSN 123 652 862

1. Details of substantial holder (1)

Name GIC Pte Ltd (GIC), GIC Special Investments Pte Ltd (GIC SI), Buckland Investment Pte Ltd (Buckland), Devonshire Investment Pte Ltd (Devonshire), GIC (Ventures) Pte Ltd (GIC Ventures) and GIC Infra Holdings Pte Ltd (GIC Infra) and their associates in section 6.

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 5/11/2015

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interest in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	150,642,072	150,642,072	15.44% (based on 975,385,664 ordinary shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Nitro Corporation Pty Ltd (ACN 607 605 701) (Nitro)	Relevant interest in 146,210,311 ordinary shares under section 608(1)(c) of the Corporations Act 2001 (Act), being a relevant interest arising through Nitro being a purchaser of these ordinary shares under a transaction which as at 5 November 2015 had yet to settle (Nitro now has a relevant interest in these shares under section 608(1)(a) of the Act as it is now the holder of these shares).	146,210,311 ordinary shares
Brookfield Infrastructure Partners L.P. (BIP)	Relevant interest in 146,210,311 ordinary shares under section 608(3)(b) of the Act, being a relevant interest held through a body corporate (Nitro) that BIP controls. (These are the shares held by Nitro which are referred to above.)	146,210,311 ordinary shares
GIC	Relevant interest in 4,431,761 ordinary shares under section 608(1) (a), (b) and (c) of the Act as a discretionary fund manager.	4,431,761 ordinary shares

Buckland and Devonshire	Relevant interest in 146,210,311 ordinary shares under section 608(3)(a) of the Act, being a relevant interest held through a body corporate (Nitro) in which the voting power of GIC SI, Buckland and Devonshire (through their association with BIP, which currently wholly owns Nitro) is more than 20%.	146,210,311 ordinary shares
GIC, GIC SI, GIC Ventures and GIC Infra	Relevant interest in 146,210,311 ordinary shares under section 608(3)(a) of the Act through their control of Buckland and Devonshire. (These are the shares held by Nitro which are referred to above.)	146,210,311 ordinary shares

4. Details of present registered holders
The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Nitro and BIP	Nitro (Nitro is now the registered holder. As at 5 November 2015 the registered holders were unknown.)	Nitro	146,210,311 ordinary shares
GIC	Citicorp Nominees Pty Limited	GIC	4,431,761 ordinary shares

5. Consideration
The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Nitro	5/11/2015	A\$8.80	Nil	146,210,311 ordinary shares
BIP	5/11/2015	Nil	Nil	146,210,311 ordinary shares
GIC	3/7/2015	A\$8.00	Nil	112,325 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
BIP and Nitro	Associate of GIC SI, Buckland and Devonshire by virtue of section 12(2)(c) of the Act in respect of proposed participation in the proposed acquisition of AIO and the relevant agreements set out in Annexure "A" and "Annexure "B".
GIC, GIC SI, GIC Asset Management Pte Ltd, GIC Real Estate Pte Ltd, GIC Ventures, GIC Infra, Buckland, Devonshire, GIC (Realty) Pte Ltd, Recosia Pte Ltd and Reco 175LS Aust Pte Ltd (GIC Group Entities)	Each party listed is controlled or owned by GIC or its related companies.

7. Addresses

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

Name	Address
Nitro	Level 22, 135 King Street, Sydney NSW 2000
BIP	73 Front Street, Hamilton, HM 12, Bermuda
GIC Group Entities	168 Robinson Road, #37-01, Capital Tower, Singapore 068912

Signature

Jimmy Teo
Senior Vice PresidentLim Eng Kok
Senior Vice President

date 19/11/2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
 - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
 - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure "A"

This is Annexure "A" of 191 pages referred to in the Form 603 (Notice of Initial Substantial Holder), signed by me and dated 19 November 2015.



.....
Jimmy Teo
Senior Vice President



Lim Eng Kok
Senior Vice President

Annexure “B”

This is Annexure “B” of 5 pages referred to in the Form 603 (Notice of Initial Substantial Holder), signed by me and dated 19 November 2015.



Jimmy Teo
Senior Vice President



Lim Eng Kok
Senior Vice President

Execution Copy

August 16, 2015

Nitro Corporation Pty Ltd
Level 22, 135 King Street
Sydney, NSW, Australia

Ladies and Gentlemen:

The undersigned (the "Investor") is pleased to offer this commitment (the "Commitment") to purchase (directly or indirectly through wholly-owned affiliate entities of the Investor formed for the purpose of effecting such purchase) securities (the "Securities")¹ of one or more special purpose entities to be formed by Brookfield (as defined below in paragraph 3) (collectively "Investco") for a subscription price (the "Subscription Price") in cash of up to AUD\$759 million on the terms and subject to the conditions contained herein.

The Subscription Price will be provided to fund a portion of: (a) the acquisition price (the "Acquisition Price") to be paid as set out in the scheme implementation deed, substantially in the form attached hereto as Schedule "A" (the "SIA"), pursuant to which Investco will acquire, directly or indirectly, 100% of the equity in Asciano Limited ("Asciano") via a scheme of arrangement (the "Transaction"); and (b) the Transaction Expenses (as defined below). Each of the contemplated investors in Investco are listed in Schedule "B" hereto, together with illustrative examples of their respective subscription prices and proportionate interests in Investco based upon such subscription prices. All investors, other than Brookfield Infrastructure Fund II-A, L.P. (together with its parallel vehicles, alternative investment vehicles and their wholly-owned subsidiaries and any subsequent private fund raised by Brookfield Asset Management Inc. or any of its affiliates as a third generation of its series of global private infrastructure funds, "BIF"), are referred to herein, collectively, as the "Co-Investors". For greater certainty: (i) proportionate interests in Investco will be determined pro rata, based upon the final subscription prices paid by each of BIF and the Co-Investors; and (ii) BIF and all Co-Investors agree to participate in the Transaction exclusively through their respective investments in Investco.

The Investor hereby irrevocably commits and agrees to acquire (directly or indirectly through one or more of its wholly-owned affiliates) Securities for the Subscription Price, which Subscription Price may be called and funded in multiple tranches (each, a "Tranche"); provided that Investco's right to call such Tranches will be subject to paragraph 4 hereof. The proceeds from the Investor's subscription hereunder shall be used solely for the purpose of funding Investco in order to enable it to fund (a) a portion of the Acquisition Price pursuant to and in accordance with the SIA, and (b) Transaction Expenses, and for no other purpose. Calls of capital hereunder will be made by Investco by delivery of capital call notices (in accordance with the notice information, including e-mail, for the Investor set forth on the signature page hereto) providing for no less than a five business day funding notice period from the date of delivery of such notice. The Investor acknowledges and agrees that in order to facilitate the mechanics of the closing of the Transaction, calls of capital hereunder may be made in advance (but not earlier than 10 days before the anticipated closing date of the Transaction) of the conditions in section 1 hereof being satisfied (except for foreign investment policy approval to the investment by the Investor in Investco, which approval must be obtained before any such call is made to the Investor), provided however that the use of the funds received from such capital calls shall in all cases be subject to the satisfaction or waiver of the conditions in section 1 hereof and if such conditions are not satisfied then such funds shall be promptly returned to the Investor.

¹ The Securities will comprise units in one or more managed investment trusts formed under the laws of Australia. The information set forth in Schedule "B" provides illustrative examples of subscription prices and proportionate interests in such entities/trusts on a collective basis.

Execution Copy

The Investor cannot be compelled to fund more than the Subscription Price, provided that, for greater certainty, the foregoing shall not be deemed to limit the Investor's obligations set out below in respect of the Acquisition Fee (as defined below in the paragraph titled *Acquisition Fee*). For greater certainty: (i) each of BIF and the Co-Investors' respective obligations in respect of their commitments (including, without limitation, the Investor's Commitment) shall be several and not joint and several and, in the event of a claim against Investco or Brookfield by any of the parties to the SIA, the Investor shall only be liable for its pro rata portion, which portion shall be equal to the percentage that the Subscription Price represents of all subscription prices committed by BIF and all Co-Investors (including, without limitation, the Investor) (the Investor's "Pro Rata Portion"), of any such claim, up to the Subscription Price (provided such limitation shall not apply in the event that the Investor defaults on all or any part of its Commitment hereunder); and (ii) the commitments of the Investor hereunder shall remain binding obligations of the Investor regardless of whether or not it chooses to acquire the Securities directly or indirectly through wholly-owned affiliates (i.e. the Investor shall be responsible for completing the subscriptions for Securities contemplated hereunder).

Transaction Costs: For greater certainty, as part of its Commitment, in the event that closing of the Transaction occurs, the Investor hereby irrevocably and unconditionally commits and agrees to fund to Investco or, to the extent that such expenses are not, for any reason, paid by Investco, to fund as directed, its Pro Rata Portion of all out-of-pocket fees, costs and expenses, including hedging arrangements (if any), duties and regulatory filing and similar fees, and those of any other third party, incurred by Investco or Brookfield (as defined below in paragraph 3) in connection with Investco's participation in, and the implementation of, the Transaction (collectively, the "Transaction Expenses"). Notwithstanding anything else set out herein, the letter agreement dated August 14, 2015 between the Investor (or one of its affiliates) and Brookfield Infrastructure Group (Australia) Pty Ltd. ("Brookfield Infrastructure Australia") in connection with the sharing of pursuit costs and expenses in relation to the Transaction (the "Cost-Sharing Agreement") shall be read in conjunction with this letter agreement (this "Commitment Letter"), and the arrangements set forth in the Cost-Sharing Agreement in respect of the sharing of pursuit costs and expenses in the event that the Transaction is not completed shall continue to apply notwithstanding the execution and delivery of this Commitment Letter. Nitro Corporation Pty Ltd ("Bidco") shall pay, or cause to be paid, to the Investor its Pro Rata Portion of any break fee or cost reimbursement payment received by Bidco or BIP pursuant to the terms of the SIA within five business days of receipt of such payment, provided that any amounts owing by the Investor to Brookfield Infrastructure Australia under the Cost-Sharing Agreement may be deducted from such payment and noting that such payment obligation will survive the termination of this Commitment Letter and the cessation of the Commitment under paragraph 4 below.

Definitive Documents: Concurrent with the completion of the Transaction, the Investor and BIF hereby agree that they will enter into a governance agreement in a form substantially in accordance with the terms and conditions set out in the Term Sheet attached as Schedule "C" hereto, and such other terms and conditions as are mutually agreed, with the other Co-Investors (the "Governance Agreement"). A Subscription Agreement in customary form, including taking into consideration the nature and international aspects of the Transaction and the parties involved, will be executed and delivered by the Investor to Investco on or before the date of closing of the Transaction. Brookfield must provide drafts of (a) the Scheme Booklet, in a reasonable amount of time prior to its submission to ASIC for review; and (b) other documentation proposed to be sent to shareholders of Asciano and/or made publicly available to the extent it contains GIC-related information, in a reasonable amount of time before such documents are released, and allow the Investor the opportunity to provide comments and input in relation to GIC related matters in the Scheme Booklet or other documentation, as applicable.

Acquisition Fee: In addition, the Investor acknowledges and agrees that, should the Transaction be completed, it will be required to pay an acquisition fee to Brookfield equal to one-quarter percent (0.25%) of its Pro Rata Portion of the total enterprise value of Asciano (determined based on the gross Acquisition Price,

Execution Copy

including equity and all incurred and assumed debt (as set out in the Sources and Uses table contained in Schedule "D" hereto) (the "Acquisition Fee"), which shall be paid, without interest, after the total distributions received by such Investor from Investco exceed the capital contributions made by such Investor to Investco, and provided that the amount of such fee may be withheld from distributions to such Investor from Investco in Brookfield's discretion.

The Commitment of the Investor set out herein is also subject to all of the following terms and conditions:

1. Conditions. The Investor's obligations to fund the Commitment shall be conditioned upon:
 - (a) no modifications to the SIA being made that would result in the equity portion of the Acquisition Price exceeding AUD\$7.2 billion as at the date the SIA is signed (and ignoring for this purpose any increase in the value of the securities of BIP that may occur after the date the SIA is signed) or that would result in, or would reasonably be expected to result in, a material adverse change to Investco's rights or obligations relating to the Transaction, without the Investor's prior written consent;
 - (b) Brookfield contributing at least 75% of the equity portion of the Acquisition Price to be funded by Investco on commitment terms substantially the same as the terms of this Commitment Letter (it being acknowledged and agreed, however, that Brookfield will not be required to pay an acquisition fee), provided that the Investor acknowledges and agrees that this condition can be satisfied by Brookfield contributing cash and/or securities of Brookfield Infrastructure Partners L.P., as contemplated in the SIA, as more fully described on Schedule "E" hereto;
 - (c) BIF executing and delivering to the Co-Investors for execution the Governance Agreement;
 - (d) all conditions precedent to closing in the SIA having been satisfied or waived (in the case of any waiver of any material condition precedent, only with the Investor's consent, which consent shall not be unreasonably withheld, conditioned or delayed) and no material amendment to the SIA is made without the Investor's consent, which consent shall not be unreasonably withheld, conditioned or delayed (provided that Brookfield will not waive or amend the condition in 3.1(a)(1)(A) of the SIA (as it relates to any FIRB approval required by the Investor));
 - (e) the subscription price per security in Investco payable by each of BIF and each other Co-Investor is the same per security in Investco as the subscription price per security payable by the Investor;
 - (f) each of BIF and the Co-Investors executing and providing an equity commitment letter, that in aggregate with the Commitment under this Commitment Letter, provide commitments for 100% of the equity portion of the Acquisition Price, and Bidco providing copies of such letters to the Investor in accordance with paragraph 5 hereof, and none of such letters once entered into have been terminated, (or varied without providing the Investor with its "most-favored nation" rights under paragraph 5 hereof), at any time prior to the completion of the Transaction; and
 - (g) Bidco (or a wholly-owned related entity of it) enters into a commitment letter and term sheet with a consortia of senior lending banks for the provision of acquisition debt

Execution Copy

finance for the Transaction of not less than AUD\$1.9 billion as specified in the Sources and Uses table contained in Schedule "F" hereto and the Investor will be given a reasonable opportunity to review and comment on the long-form substantive debt finance documentation prior to Bidco (or a wholly-owned related entity of it (as applicable)) entering into such documentation and such documentation shall be on substantially the terms of the draft commitment letter set out in Schedule "E" hereto. Further, all of the conditions precedent to drawdown of the debt finance are satisfied or waived (except only for any condition relating to the provision of the equity finance contemplated by this Commitment Letter and the equivalent equity commitment letters of the other Co-Investors). Investco must not waive any material conditions contained in the debt finance documentation, including, without limitation, any material adverse change condition, without the prior written consent of the Investor (which consent shall not be unreasonably withheld, conditioned or delayed).

2. Effective Date. The Commitment set forth herein shall be effective as at the date this Commitment Letter is signed by or on behalf of each of the Investor and Bidco, whereupon this Commitment Letter will constitute the commitment of the Investor to provide the aforementioned financing and other commitments on the terms and conditions set forth herein.

3. Investor Acknowledgement/Representations. The Investor hereby acknowledges and agrees that: (a) it has been provided with access to all information contained in the Project Nitro Virtual Data Room maintained on Intralinks by Brookfield (as defined below) (the "Brookfield Data Room"); (b) the Investor is voluntarily assuming all risks associated with the purchase of the Securities and expressly represents and warrants that (i) none of Bidco and its affiliates and related entities, including (without limitation) BIF and other funds and vehicles managed by any of them (collectively, "Brookfield") has made, and the Investor disclaims the existence of or its reliance on, any representation or warranty concerning any of the information concerning Asciano or its affiliates or their respective businesses and assets that are the subject of the Transaction, whether or not such information is material, public or non-public (the "Information") or the Securities, (ii) it is not relying on any representation, warranty, disclosure or non-disclosure made or not made by Investco (or any of its direct or indirect subsidiaries) or Brookfield, or the completeness thereof, in connection with or arising out of the purchase of the Securities hereunder, and therefore has no claims against Investco (or any of its direct or indirect subsidiaries) or Brookfield with respect thereto, (iii) it has been given the opportunity to ask questions of Brookfield and to request information concerning the business, assets and financial condition of each of Investco, Asciano, and their respective direct and indirect subsidiaries, if any, and has received adequate information in respect thereof in order to make an informed decision regarding the purchase of the Securities, and (iv) it has independently and without reliance upon Investco (or any of its direct or indirect subsidiaries) or Brookfield, and based on such information as the Investor has deemed appropriate, made its own analysis and decision to enter into the transactions referenced herein; (c) if any such claim may exist, the Investor, recognizing its disclaimer of reliance and Brookfield's reliance on such disclaimer as a condition to entering into the transactions referenced herein, covenants and agrees not to assert such claim against Investco (or any of its direct or indirect subsidiaries), Brookfield or any of their respective officers, directors, shareholders, partners, representatives, agents or their respective affiliates; (d) none of Investco (or any of its direct or indirect subsidiaries) or Brookfield will have any liability, and the Investor waives and releases any claim that it might have against Investco (or any of its direct or indirect subsidiaries), Brookfield or their respective officers, directors, shareholders, partners, representatives, agents and their respective affiliates whether under applicable securities law or otherwise, based on Investco's (or any of its direct or indirect subsidiaries') or Brookfield's knowledge or possession of the Information; and (e) the contents of this Commitment Letter and the transactions contemplated hereby shall constitute "Confidential Information" pursuant to the Joinder (as defined below) and shall be treated as such in accordance with the Joinder. The Investor further represents, warrants and acknowledges that: (t) it is

Execution Copy

a sophisticated institutional investor with sufficient knowledge and experience in investment transactions of this type to evaluate the merits and risks of the Transaction; (u) (i) it is not a "U.S. person" (as defined in Rule 902(k) of Regulation S of the Securities Act, of 1933, as amended), (ii) it is not acquiring the Securities for the benefit of a "U.S. person" nor with a view to the offer, sale or delivery, directly or indirectly, of the Securities within the United States or to a "U.S. person", (iii) the offer to purchase the Securities was not made to the Investor while the Investor was in the United States, and (iv) the Investor was not in the United States at the time the offer was accepted; (v) it is (i) an "accredited investor" (as defined in National Instrument 45-106 of the Canadian Securities Administrators), and (ii) a "qualified purchaser" (as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended); (w) it is acquiring the Securities solely for its own account; (x) it is able to bear the risk of loss of its investment in its entirety; (y) Investco and Brookfield are relying upon such acknowledgements and representations as a condition to entering into the transactions contemplated in this Commitment Letter; (z) the funds necessary to fulfill its Commitment are currently available to the Investor and no further internal or other approval is required for the Investor to fulfill its obligations under this Commitment Letter, other than customary capital call provisions, if any; (aa) neither it, nor any of its affiliates will deal (or agree to deal), or cause or procure another person to deal (or agree to deal), in securities of Asciano (or any derivative of or financial products relating to securities of Asciano) except in compliance with Part 7.10 of the Corporations Act and any other applicable laws relating to insider dealing; and (bb) it shall monitor (or cause relevant compliance personnel of it or its affiliates to monitor) trading in securities of Asciano (or any derivative of or financial products relating to securities of Asciano) by it and its affiliates and promptly advise Brookfield in writing at any time that it acquires securities of Asciano that, together with the securities of Asciano already held by it and its affiliates, represent in the aggregate 1.0% or more of the total voting shares of Asciano.

4. Expiration; Tranches. The Commitment set forth in this Commitment Letter shall expire upon the earlier of: (a) the last to occur of (X) the closing of the Transaction as contemplated in the SIA, (Y) and performance of all of the funding obligations set out herein, and (Z) the date that is one calendar year from the date hereof; (b) the date of the termination of the SIA in accordance with its terms; and (c) 5 days after the date on which this Commitment Letter is signed if the SIA has not been signed by that date, in each case, unless: (i) any of the parties to the SIA and/or any of their respective related parties, or any governmental or regulatory body with jurisdiction over any aspect of the Transaction, assert in any litigation or other proceeding any claim against Investco (or any of its direct or indirect subsidiaries), Brookfield, BIP (as defined below), or any of their respective officers, directors, shareholders, partners, representatives, agents or any affiliate of any of the foregoing in relation to the Transaction (or any aspect or portion thereof) (each a "Claim") prior to such date, in which case the date all such Claims are finally satisfied or otherwise resolved by agreement of the parties thereto or a final, non-appealable judgment of a governmental entity of competent jurisdiction (a "Resolution Date"), or (ii) Investco or Brookfield determines, in its reasonable discretion, that any of such parties and/or any of their respective related parties are reasonably likely to assert a Claim subsequent to such date, in which case the earlier of (A) the Resolution Date related to all such Claims, and (B) the date that Investco or Brookfield determines, in its reasonable discretion, that no additional Claims are likely to be asserted. In the event that Investco calls for the Commitment to be funded in Tranches, as contemplated in the third paragraph of this Commitment Letter, all such capital calls will be made by Investco (on a collective basis if Investco is comprised of more than one entity or trust) on a pro rata basis as between BIF and the Co-Investors with each such party being required to contribute its Pro Rata Portion of the aggregate amount being called by Investco for the applicable Tranche.

5. Review Right and 'Most-Favored Nations' Provision; Related Party Disclosures. In relation to any other Co-Investor whose commitment to participate in the Transaction via an investment in Investco is less than or equal to the Commitment of the Investor, the Investor will be entitled to: (a) review the final, execution version of the letter agreement that any such Co-Investor has negotiated in relation to such Co-Investor's commitment to participate in the Transaction (as well as the final copy that is subsequently

Execution Copy

executed and delivered by such Co-Investor and any amendments, modifications or supplements thereto); and (b) "most-favored nations" status in relation to any such letter agreement (as amended, modified or supplemented), such that the Investor will, if elected by the Investor, be given the benefit of any provisions thereof that are more favorable to the Investor than those contained in this Commitment Letter (and, for greater certainty, any such more-favorable provisions would then be included in this Commitment Letter pursuant to the parties' execution of an amendment hereto with, for greater certainty, any applicable less-favorable provisions being deleted and replaced with the more-favorable provisions). Bidco, on behalf of itself, Investco, BIF and each of the entities comprising and within the definition of Brookfield, hereby confirms that there are no agreements or arrangements existing between any of them, on the one hand, and Asciano (or any of its affiliated entities), on the other hand, in relation to the Transaction, except (i) as have been publicly disclosed or previously provided or included in the Brookfield Data Room, and (ii) any waivers under or amendments to (X) the Mutual Confidentiality Deed dated 15 June 2015, as amended by the Amending Deed dated 26 June 2015, executed by Brookfield Infrastructure Australia and Asciano Executive Services Pty Ltd, or (Y) the exclusivity letter agreement dated 26 June 2015 executed by Brookfield Infrastructure Australia and Asciano.

6. No Assignment. The Commitment evidenced by this Commitment Letter is for the benefit of Brookfield and Investco and shall not be assignable by Brookfield or Investco, on the one hand, or the Investor, on the other hand, without Brookfield's or Investco's or the Investor's, as applicable, prior written consent, and the granting of such consent in a given instance shall be solely in the discretion of Brookfield and Investco or the Investor, as applicable, and, if granted, shall not constitute a waiver of this requirement as to any subsequent assignment; provided that Brookfield and Investco may assign the Commitment to any other affiliate of Brookfield, or, if applicable, Investco, that is formed for the purpose of, directly or indirectly, funding the Transaction or otherwise completing the Transaction and the Investor may, upon written notice to Bidco, assign its rights under this Agreement to a wholly-owned affiliate of the Investor, provided that no such assignment shall relieve the Investor of any of its commitments or obligations hereunder, which commitments and obligations shall remain binding on the Investor regardless of any such assignment. Any purported assignment of such Commitment in contravention of this paragraph 6 shall be null and void.

7. Entire Agreement; Amendment. This Commitment Letter, together with: (a) the joinder agreement dated effective June 30, 2015 between the Investor (or one of its affiliates) and Brookfield Infrastructure Australia in respect of the Transaction (the "Joinder"); and (b) the Cost-Sharing Agreement, represents the entire understanding and agreement between the parties hereto and Brookfield with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements relating hereto. For greater certainty, nothing in this Commitment Letter shall supersede, override or modify in any respect either the Joinder or the Cost-Sharing Agreement, which shall continue to survive and operate in accordance with their respective terms. This Commitment Letter may not be amended except pursuant to a written document duly executed by the Investor and Bidco.

8. Third Party Beneficiaries. The Investor acknowledges and agrees that Brookfield Infrastructure Partners, L.P. ("BIP") will execute and deliver the SIA as a counterparty thereto on behalf of Investco (or one or more subsidiaries thereof). Accordingly, the Investor's Commitment hereunder is made in favour of BIP as well as Investco and the other parties hereto. No person other than the Investor, Investco, Brookfield and BIP shall be entitled to rely upon this Commitment Letter, and this Commitment Letter shall be binding upon and inure solely to the benefit of each such party, and nothing herein, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies whatsoever under or by reason of the Commitment hereunder. In furtherance of the foregoing, the Investor acknowledges and agrees that all of the covenants and obligations made hereunder by it and all of the other obligations of the Investor hereunder are made in favour of each of Investco, Brookfield and BIP notwithstanding that this Commitment Letter is signed only by the Investor and Bidco, and that all of the covenants and obligations of

Execution Copy

the Investor may be enforced (without duplication) by each of Investco, Brookfield and BIP on its or their own behalf or as agent for any of the others. Bidco will hold all rights hereunder for the benefit and as trustee for and agent on behalf of Investco, Brookfield and BIP, each of whom is intended by the parties hereto to be a third party beneficiary of those rights. All of the covenants and obligations of Bidco and Investco under this Equity Commitment Letter may be enforced (without duplication) by each of the Investor and by each of its wholly-owned affiliates to whom the Investor's rights hereunder are assigned in accordance with paragraph 6 above. Accordingly, the Investor for itself and on behalf of such wholly-owned affiliates or as agent for any of them, will hold all rights hereunder for the benefit and as trustee for and agent on behalf of each of such entities.

9. Governing Law; Jurisdiction.

- (a) This Commitment Letter will be governed by and construed in accordance with the laws of New South Wales (without regard to conflicts of law rules that would require the application of the law of any other jurisdiction).
- (b) Any suit, action or proceeding against any party hereto or any of its assets arising out of or relating to this Commitment Letter will be brought in a competent court in the New South Wales, and each party hereto hereby irrevocably and unconditionally attorns and submits to the exclusive jurisdiction of such court over the subject matter of any such suit, action or proceeding. Each party hereto irrevocably waives and agrees not to raise any objection it might now or hereafter have to the bringing of any such suit, action or proceeding in any such court including, without limitation, any objection that the place where such court is located is an inconvenient forum or that there is any other suit, action or proceeding in any other place relating in whole or in part to the same subject matter. Each party hereto further agrees that any judgment or order in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it.

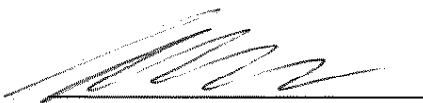
10. Counterparts, etc. This Commitment Letter may be executed in any number of counterparts (including by facsimile or other electronic means of transmission), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. The exchange of copies of this Commitment Letter and of signature pages by facsimile or electronic transmission will constitute effective execution and delivery of this Commitment Letter as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the authorized signatories of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank. Signature page follows.]

If the foregoing is acceptable to you, please sign and return to us a copy of this Commitment Letter, which shall bear the date first written above.

Very truly yours,

Buckland Investment Pte Ltd

By: 
Name: PAUL BARR
Title: AUTHORISED SIGNATORY

Investor Notice Information:

168 Robinson Road #37-01
Capital Tower
Singapore
068912

[The remainder of this page is left blank intentionally.]

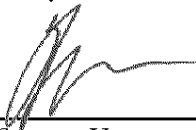
[Equity Commitment Letter]

Execution Copy

Accepted and Acknowledged as of the 16th day of August 2015.

Nitro Corporation Pty Ltd

By:



Name: Stewart Upson
Title: Director

[Equity Commitment Letter]

Execution Copy

Schedule "A"

Form of Scheme Implementation Deed

(Please see attached.)



HERBERT
SMITH
FREEHILLS

Deed

[HSF draft – 17 August
2015]

Scheme implementation deed

Brookfield Infrastructure Partners Limited as general
partner of Brookfield Infrastructure Partners L.P.

Asciano Limited

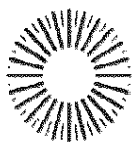


Contents

Contents

Table of contents

1	Definitions and interpretation	2
1.1	Definitions	2
1.2	Interpretation	2
1.3	Deed components	2
2	Agreement to proceed with the Transaction	2
3	Conditions Precedent and pre-implementation steps	2
3.1	Conditions Precedent	2
3.2	Reasonable endeavours	4
3.3	Waiver of Conditions Precedent	6
3.4	Termination on failure of Condition Precedent	6
3.5	Certain notices relating to Conditions Precedent	7
4	Transaction steps	8
4.1	Scheme	8
4.2	No amendment to the Scheme without consent	8
4.3	Scheme Consideration	8
4.4	Scheme Consideration election mechanism	9
4.5	Provision of election updates and Asciano Share information	9
4.6	Asciano Rights	9
4.7	Asciano Permitted Special Dividend	9
5	Implementation	10
5.1	Asciano's obligations	10
5.2	Brookfield's obligations	13
5.3	Conduct of business	15
5.4	Appointment of directors	16
5.5	Asciano Board recommendation	17
5.6	Conduct of Court proceedings	17
5.7	Responsibility statements	18
6	Access to information	18
7	Representations and warranties	21
7.1	Brookfield's representations and warranties	21
7.2	Brookfield's indemnity	21
7.3	Asciano's representations and warranties	21
7.4	Asciano's indemnity	21
7.5	Survival of representations and warranties	22
7.6	Survival of indemnities	22
7.7	Timing of representations and warranties	22
8	Releases	22
8.1	Asciano and Asciano directors and officers	22



Contents

8.2	Brookfield and Brookfield directors and officers	23
8.3	Deeds of indemnity and insurance	23
9	Public announcement	24
9.1	Announcement of the Transaction	24
9.2	Public announcements	24
9.3	Required disclosure	24
10	Confidentiality	24
11	Exclusivity	25
11.1	No shop and no talk	25
11.2	Fiduciary exception	25
11.3	Notification of approaches	25
11.4	Matching right	26
11.5	Cease discussions	27
11.6	Provision of information	27
11.7	Legal advice	27
12	Reimbursement Fee	28
12.1	Background to Reimbursement Fee	28
12.2	Reimbursement Fee triggers	28
12.3	Timing of payment of Reimbursement Fee	29
12.4	Basis of Reimbursement Fee	29
12.5	Compliance with law	30
12.6	Reimbursement Fee payable only once	30
12.7	Other Claims	30
12.8	No Reimbursement Fee if Scheme Effective	31
13	Termination	31
13.1	Termination for material breach	31
13.2	Termination for breach of representations and warranties	32
13.3	Effect of termination	32
13.4	Termination	33
13.5	No other termination	33
14	Duty, costs and expenses	33
14.1	Stamp duty	33
14.2	Costs and expenses	33
15	GST	33
16	Notices	34
16.1	Form of Notice	34
16.2	How Notice must be given and when Notice is received	35
16.3	Notice must not be given by electronic communication	36
17	General	36
17.1	Governing law and jurisdiction	36
17.2	Service of process	36
17.3	No merger	36
17.4	Invalidity and enforceability	36
17.5	Waiver	36
17.6	Variation	37



HERBERT
SMITH
FREEHILLS

Contents

17.7 Assignment of rights	37
17.8 Acknowledgement.....	37
17.9 No third party beneficiary.....	37
17.10 Further action to be taken at each party's own expense	37
17.11 Entire agreement	37
17.12 Counterparts	37
17.13 Relationship of the parties	38
17.14 Remedies cumulative	38
17.15 Exercise of rights	38

Schedules

Schedule 1

Definitions and interpretation	40
--------------------------------------	----

Schedule 2

Brookfield Representations and Warranties	62
---	----

Schedule 3

Asciano Representations and Warranties	65
--	----

Schedule 4

Capital details	68
-----------------------	----

Schedule 5

Third party consents	69
----------------------------	----

Signing page	71
--------------------	----

Attachment 1

Indicative Timetable

Attachment 2

Scheme of arrangement

Attachment 3

Deed poll

Herbert Smith Freehills owns the copyright in this document and using it without permission is strictly prohibited.



Contents



HERBERT
SMITH
FREEHILLS

Scheme implementation deed

Date ► [] 2015

Between the parties

Brookfield	Brookfield Infrastructure Partners Limited as general partner of Brookfield Infrastructure Partners L.P. of 73 Front Street Hamilton, HM 12, Bermuda
------------	---

Asciano	Asciano Limited ACN 123 652 862 of Level 6, 15 Blue Street North Sydney, NSW 2060
---------	--

Recitals	<ol style="list-style-type: none">1 The parties have agreed that Brookfield Sub will acquire all of the ordinary shares in Asciano by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Asciano and the Scheme Shareholders.2 The parties have agreed to implement the scheme of arrangement on the terms of this deed.
----------	--

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out in Schedule 1.

1.2 Interpretation

Schedule 1 contains interpretation rules for this deed.

1.3 Deed components

This deed includes any schedule to it.

2 Agreement to proceed with the Transaction

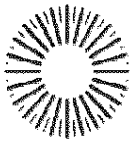
- (a) Asciano agrees to propose the Scheme on and subject to the terms and conditions of this deed.
- (b) Brookfield agrees to:
 - (1) assist Asciano to propose the Scheme; and
 - (2) procure Brookfield Sub to assist Asciano to propose the Scheme, on and subject to the terms and conditions of this deed.
- (c) Asciano and Brookfield agree to implement the Scheme on and subject to the terms and conditions of this deed.

3 Conditions Precedent and pre-implementation steps

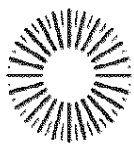
3.1 Conditions Precedent

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of the parties in relation to the implementation of the Scheme are not binding, until each of the following Conditions Precedent is satisfied or waived to the extent and in the manner set out in this clause 3.

- (a) **Regulatory Approvals:** before 8.00am on the Second Court Date:
 - (1) **FIRB:** either
 - (A) the Treasurer of the Commonwealth of Australia (or his delegate) provides written advice or confirmation to Brookfield that there is no objection under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**) or the foreign investment policy of the Australian Government to the acquisition by Brookfield Sub of the Asciano Shares



- under the Scheme (including having regard to any direct or indirect investment by Government of Singapore Investment Corporation or British Columbia Investment Management Corporation in Brookfield Sub) and that advice is not subject to conditions, or is only subject to conditions that are acceptable to Brookfield, acting reasonably; or
- (B) the Treasurer of the Commonwealth of Australia becomes precluded by passage of time from making any order under Part II of FATA in respect of the acquisition by Brookfield Sub of the Asciano Shares under the Scheme;
- (2) **ACCC:** Brookfield has received informal merger clearance in respect of the acquisition of Asciano Shares by Brookfield Sub, either unconditionally or on conditions that are acceptable to Brookfield, acting reasonably, by notice in writing from the ACCC stating, or stating to the effect, that the ACCC does not propose to intervene or seek to prevent the acquisition of Asciano Shares by Brookfield Sub and that notice has not been withdrawn, revoked or adversely amended before 8.00am on the Second Court Date;
- (3) **OIO:** Brookfield has received all consents, approvals or clearances required under the *Overseas Investment Act 2005* (NZ) and the *Overseas Investment Regulations 2005* (NZ) for the implementation of the Transaction on terms and conditions acceptable to Brookfield, acting reasonably, and such consents, approvals or clearances (as the case may be) have not been withdrawn, suspended, revoked or adversely amended before 8.00am on the Second Court Date; and
- (4) **ASIC and ASX:** ASIC and ASX issue or provide all reliefs, waivers confirmations, exemptions, consents or approvals, and do all other acts, necessary, or which Asciano and Brookfield agree are desirable, to implement the Scheme and such reliefs, waivers confirmations, exemptions, consents, approvals or other acts (as the case may be) have not been withdrawn, suspended or revoked before 8.00am on the Second Court Date.
- (b) **Shareholder approval:** Asciano Shareholders (other than Excluded Shareholders) agree to the Scheme at the Scheme Meeting by the requisite majorities under subparagraph 411(4)(a)(ii) of the Corporations Act.
- (c) **Independent Expert:** the Independent Expert issues an Independent Expert's Report which concludes that the Scheme is in the best interest of Asciano Shareholders before the time when the Scheme Booklet is registered by ASIC.
- (d) **Court approval:** the Court approves the Scheme in accordance with paragraph 411(4)(b) of the Corporations Act.
- (e) **Restraints:** between (and including) the date of this deed and 8.00am on the Second Court Date:
- (1) there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction or Government Agency;
- (2) no action or investigation is announced or commenced by a Government Agency,
- in consequence of, or in connection with, the Scheme which:
- (3) restrains or prohibits (or could restrain or prohibit), or otherwise materially adversely impacts on, the Scheme or the completion of any



transaction contemplated by the Scheme (whether subject to conditions or not) or the rights of Brookfield or Brookfield Sub in respect of Asciano and the Asciano Shares to be acquired under the Scheme; or

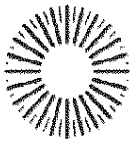
- (4) requires the divestiture by Brookfield or Brookfield Sub of any Asciano Shares, or the divestiture of any assets of Asciano or its Related Bodies Corporate, BIP or its Related Bodies Corporate or otherwise;

unless any such order, injunction, decision, decree, application, action or investigation has been disposed of to the satisfaction of Brookfield, or is otherwise no longer effective or enforceable, by 8.00am on the Second Court Date.

- (f) **No Asciano Prescribed Occurrence:** no Asciano Prescribed Occurrence occurs between (and including) the date of this deed and 8.00am on the Second Court Date.
- (g) **No Asciano Material Adverse Change:** no Asciano Material Adverse Change occurs or is reasonably likely to occur, or is discovered, announced, disclosed or otherwise becomes known to Brookfield between (and including) the date of this deed and 8.00am on the Second Court Date.
- (h) **No Brookfield Prescribed Occurrence:** no Brookfield Prescribed Occurrence occurs between (and including) the date of this deed and 8.00am on the Second Court Date.
- (i) **No Brookfield Material Adverse Change:** no Brookfield Material Adverse Change occurs or is reasonably likely to occur, or is discovered, announced, disclosed or otherwise becomes known to Asciano between (and including) the date of this deed and 8.00am on the Second Court Date.
- (j) **New BIP Interests – TSX & NYSE/ASX:**
- (1) the issue of the New BIP Interests to be issued pursuant to the Scheme has been approved by the Toronto Stock Exchange and the New York Stock Exchange, and those New BIP Interests have received listing approval from each of the Toronto Stock Exchange and the New York Stock Exchange subject to customary conditions (including notice of official issuance) by, and such approvals remain in full force and effect in all respects at, 8.00am on the Second Court Date; and
- (2) Brookfield is approved for admission to the official list of ASX (as a foreign exempt listing) and the New BIP Interests to be issued pursuant to the Scheme are approved for official quotation by ASX, subject to customary conditions by, and such approvals remain in full force and effect in all respects at, 8.00am on, the Second Court Date.
- (k) **Third party consents:** all approvals and consents of a third party that are listed in Schedule 5 and any additional approvals and consents of a third party that Brookfield and Asciano agree are necessary or desirable to implement the Scheme are obtained (including approvals or consents to avoid breach of any change of control provisions) and such approvals and consents have not been withdrawn, suspended or revoked before 8.00am on the Second Court Date.

3.2 Reasonable endeavours

- (a) Asciano must, to the extent it is within its power to do so, use its reasonable endeavours to procure that each of the Conditions Precedent in clauses 3.1(b), 3.1(d), 3.1(f), 3.1(g) and 3.1(k) are satisfied as soon as practicable after the



date of this deed and continue to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied.

- (b) Brookfield must, to the extent it is within its power to do so, use its reasonable endeavours to procure that the Conditions Precedent in clause 3.1(h), 3.1(i) and 3.1(j) are satisfied as soon as practicable after the date of this deed and continue to be satisfied at all times until the last time that clause provides that it is to be satisfied.
- (c) Each party must, to the extent it is within their power to do so, use its reasonable endeavours to procure that:
 - (1) each of Conditions Precedent in clauses 3.1(a) and 3.1(e) is satisfied as soon as practicable after the date of this deed and continues to be satisfied at all times until the last time that the relevant clause provides that it is to be satisfied; and
 - (2) there is no occurrence within its control or the control of any of its Subsidiaries that would prevent any of the Conditions Precedent in clause 3.1, which that party (alone or together with the other party) must use reasonable endeavours to satisfy, being or remaining satisfied.
- (d) Without limiting this clause 3.2, each party must:
 - (1) promptly apply for all relevant Regulatory Approvals (as applicable);
 - (2) take all steps it is responsible for as part of the Regulatory Approval process, including responding to requests for information from the relevant Government Agencies at the earliest practicable time;
 - (3) promptly provide the other party with all information reasonably requested in connection with the applications for the Regulatory Approvals, including copies of all communications with Government Agencies in respect of obtaining the Regulatory Approvals;
 - (4) consult with the other party in advance in relation to the progress of obtaining the Regulatory Approvals and provide the other party with a draft copy of any submission or correspondence; and
 - (5) provide the other party or the relevant Government Agency with all assistance and information that it reasonably requests in connection with an application for a Regulatory Approval to be lodged by that other party,

provided that:

- (6) neither party is required to disclose materially commercially sensitive information to the other party or information which would be damaging to the commercial or legal interests of the discloser or any of its Related Bodies Corporate, or information disclosure of which is not permitted by law;
- (7) the party applying for a Regulatory Approval is not prevented from taking any step (including communicating with a Government Agency) in respect of a Regulatory Approval if the other party has not promptly responded under clause 3.2(d)(4); and
- (8) neither party is required to dispose of any assets (and, for the avoidance of doubt, in acting reasonably under clause 3.1(a) in relation to whether or not regulatory conditions are acceptable to it, Brookfield is not obliged to accept a condition involving disposal of assets).



3.3 Waiver of Conditions Precedent

- (a) The Conditions Precedent in clauses 3.1(a), 3.1(b) and 3.1(d) cannot be waived.
- (b) The Conditions Precedent in clauses 3.1(f), 3.1(g) and 3.1(k) are for the sole benefit of Brookfield and may only be waived by Brookfield (in its absolute discretion) in writing.
- (c) The Conditions Precedent in clauses 3.1(h) and 3.1(i) are for the sole benefit of Asciano and may only be waived by Asciano (in its absolute discretion) in writing.
- (d) The Conditions Precedent in clauses 3.1(c), 3.1(e) and 3.1(j) are for the benefit of both Asciano and Brookfield, and may only be waived by written agreement between Asciano and Brookfield.
- (e) If a party waives the breach or non-satisfaction of any of the Conditions Precedent in clause 3.1, that waiver does not prevent that party from suing the other party for any breach of this deed that resulted in the breach or non-satisfaction of the relevant Condition Precedent.
- (f) Waiver of a breach or non-satisfaction in respect of one Condition Precedent does not constitute:
 - (1) a waiver of breach or non-satisfaction of any other Condition Precedent resulting from the same event; or
 - (2) a waiver of breach or non-satisfaction of that Condition Precedent resulting from any other event.

3.4 Termination on failure of Condition Precedent

- (a) If:
 - (1) there is an event or occurrence that would, or does, prevent any of the Conditions Precedent being satisfied;
 - (2) there is an event or occurrence that would, or does, prevent any of the Conditions Precedent being satisfied by the time and date specified in this deed for the satisfaction of that Condition Precedent; or
 - (3) it becomes more likely than not that the Scheme will not become Effective by the End Date,
 the parties must consult in good faith to:
 - (4) consider and, if agreed, determine whether the Transaction may proceed by way of alternative means or methods;
 - (5) consider and, if agreed, change the date of the application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed to in writing by Brookfield and Asciano (being a date no later than 5 Business Days before the End Date); or
 - (6) consider and, if agreed, extend the relevant date or End Date.
- (b) Subject to clauses 3.4(d) and 3.4(e), if the parties are unable to reach agreement under clause 3.4(a):



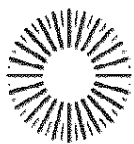
- (1) within 5 Business Days of becoming aware of the relevant event or occurrence that would, or does, prevent a Condition Precedent being satisfied;
- (2) within 5 Business Days of the time and date specified in this deed for the satisfaction of a Condition Precedent; or
- (3) by the End Date,

as appropriate, then, unless that Condition Precedent has been waived in accordance with clause 3.3, either party may terminate this deed without any liability to the other party because of that termination. However, a party may not terminate this deed pursuant to this clause 3.4(b) if the relevant occurrence or event, the failure of the Condition Precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach of clauses 3.2 or 3.5 by that party, although in such circumstances the other party may still terminate this deed. For the avoidance of doubt, nothing in this clause 3.4(b) affects the obligation of a party to pay a Reimbursement Fee, if it is required to do so under clause 12.

- (c) Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination (including by virtue of clause 13.3), on termination of this deed, no party shall have any rights against or obligations to any other party under this deed except for those rights and obligations which accrued prior to termination.
- (d) If the Condition Precedent in clause 3.1(b) is not satisfied only because of a failure to obtain the majority required by sub-subparagraph 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that sub-subparagraph, provided the party has, in good faith, reasonably formed the view that the prospect of the Court exercising its discretion in that way is reasonable.
- (e) If the Court refuses to make an order approving the Scheme which satisfies the Condition Precedent in clause 3.1(d), at Brookfield's request Asciano must appeal the Court's decision to the fullest extent possible (except to the extent that the parties agree otherwise, or an independent Senior Counsel indicates that, in his or her view, an appeal would have negligible prospects of success before the End Date). Asciano may bring an appeal even if not requested by Brookfield. If any such appeal is undertaken at the request of Brookfield, Brookfield will bear Asciano's costs of the appeal (including costs of the independent Senior Counsel) unless the parties otherwise agree. If any such appeal is undertaken by Asciano, without the prior request from Brookfield, Asciano will bear Brookfield's costs of the appeal unless the parties otherwise agree.

3.5 Certain notices relating to Conditions Precedent

- (a) Asciano and Brookfield (as the case may be) must promptly advise each other, orally and in writing, of satisfaction of a Condition Precedent.
- (b) If a Condition Precedent is not satisfied by the time and date specified for satisfaction of that Condition Precedent, then, unless there is no reasonable prospect that the Condition Precedent will be satisfied before the End Date, Asciano must make an application to defer the Second Court Date until such time (being not later than the Business Day before the End Date) as reasonably required to enable the relevant Condition Precedent to be satisfied.



- (c) If, before the time and date specified for satisfaction of a Condition Precedent, an event or occurrence that will prevent that Condition Precedent being satisfied occurs, the party with knowledge of that event must give the other party written notice of that event or occurrence as soon as possible.
- (d) Asciano and Brookfield (as the case may be) must promptly advise each other, orally and in writing, of any fact, matter, change, event or circumstance causing, or which, so far as can reasonably be foreseen, would cause:
 - (1) a representation or warranty provided in this deed by the relevant party to be false;
 - (2) a breach or non-satisfaction of any of the Conditions Precedent; or
 - (3) a material breach of this deed by the relevant party.

4 Transaction steps

4.1 Scheme

Asciano must propose the Scheme to Asciano Shareholders on and subject to the terms of this deed.

4.2 No amendment to the Scheme without consent

Asciano must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of Brookfield (such consent not to be unreasonably withheld or delayed in relation to procedural or administrative matters that do not relate to the value of the Scheme Consideration or the Scheme Shares).

4.3 Scheme Consideration

- (a) The Scheme Consideration to be provided in respect of each Scheme Share is as described in clause 5 of the Scheme.
- (b) Each Scheme Shareholder is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder, in accordance with the terms of this deed, the Scheme and the Deed Poll. Such Scheme Consideration will be received in the form of either the Maximum Cash Consideration, the Maximum Scrip Consideration or the Standard Consideration, in accordance with the election process outlined in clauses 4.4 and 4.5 and in the Scheme (and subject to the provisions contained in the Scheme for the sale on their behalf of New BIP Interests attributable to Ineligible Foreign Holders and certain Scheme Shareholders who would otherwise receive less than a Marketable Parcel of BIP Interests).
- (c) Subject to clauses 3.1 and 13 and the terms of the Scheme, Brookfield undertakes and warrants to Asciano that, in consideration of the transfer to Brookfield Sub of each Asciano Share held by a Scheme Shareholder under the terms of the Scheme, on the Implementation Date Brookfield will:
 - (1) procure that Brookfield Sub will accept that transfer; and
 - (2) provide to each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with the terms of this deed, the Scheme and the Deed Poll.



- (d) The BIP Interests issued as part of the Scheme Consideration will not carry any entitlement to the BIP Permitted Distributions.

4.4 Scheme Consideration election mechanism

- (a) Asciano must ensure that the Scheme Booklet sent to Asciano Shareholders (other than Excluded Shareholders) is accompanied by a form of election (**Election Form**) under which each Asciano Shareholder (other than Excluded Shareholders) is requested to elect to receive either Maximum Cash Consideration, Maximum Scrip Consideration or Standard Consideration in respect of all of their Asciano Shares, and which sets out the election process, including that if no election is made the Asciano Shareholder will be taken to have elected to receive Standard Consideration.
- (b) The Election Form must include the relevant matters set out in the Scheme (including, where any BIP Interests included in a Scheme Shareholder's Scheme Consideration comprise less than a Marketable Parcel, an option for the relevant Shareholder to 'opt out' of having those BIP Interests sold through the Sale Facility) and must otherwise be in a form agreed by the parties in writing.
- (c) Asciano must procure that, to the extent practicable, Scheme Shareholders who acquired Asciano Shares after the date of the despatch of the Scheme Booklet and Election Form receive an Election Form on request to Asciano.

4.5 Provision of election updates and Asciano Share information

- (a) In order to facilitate the provision of the Scheme Consideration, Asciano must provide, or procure the provision of, to Brookfield or a nominee of Brookfield:
- (1) reasonable written updates of the elections that have been received in the period up to the Election Time;
 - (2) written details of the final elections made by each Scheme Shareholder, within one Business Day after the Election Time; and
 - (3) a complete copy of the Asciano Share Register as at the Scheme Record Date (which must include the name, Registered Address and registered holding of each Scheme Shareholder as at the Scheme Record Date), within one Business Day after the Scheme Record Date.
- (b) The details and information to be provided under clause 4.5(a) must be provided in such form as Brookfield, its nominee or the Brookfield Registry may reasonably require.

4.6 Asciano Rights

Asciano must take all actions necessary to ensure that no more than the number of Asciano Rights set out in the third column of the table in Schedule 6 vest and/or have any restrictions on their exercise waived and that any remaining Asciano Rights lapse or are cancelled upon the Scheme becoming Effective.

4.7 Asciano Permitted Special Dividend

Asciano may, in its sole discretion, pay Asciano Shareholders who are recorded in the Asciano Share Register as a holder of Asciano Shares at the Special Dividend Record



Date the Asciano Permitted Special Dividend (which shall be fully franked) on the Special Dividend Payment Date. The amount per Asciano Share of the Asciano Permitted Special Dividend shall not exceed such amount as can be fully franked utilising the franking account balance but ensuring that it is not reasonably anticipated to be in deficit on the Implementation Date

5 Implementation

5.1 Asciano's obligations

Asciano must take all necessary steps to implement the Scheme as soon as is reasonably practicable and, without limiting the foregoing, use reasonable endeavours to ensure that each step in the Timetable is met by the relevant date set out beside that step (and must consult with Brookfield on a regular basis about its progress in that regard, but, to avoid doubt, no party is entitled to require the other party to perform steps in the Timetable at an earlier time than set out in the Timetable), including doing any acts it is authorised and able to do on behalf of Asciano Shareholders, and including each of the following:

- (a) **preparation of Scheme Booklet:** prepare and despatch the Scheme Booklet in accordance with all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60 and the Listing Rules;
- (b) **directors' recommendation:** include in the Scheme Booklet a statement by the Asciano Board:
 - (1) unanimously recommending that Asciano Shareholders (other than Excluded Shareholders) vote in favour of the Scheme in the absence of a Superior Proposal; and
 - (2) that each Asciano Board Member will (in the absence of a Superior Proposal) vote, or procure the voting of, any Director Asciano Shares at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting,
 unless there has been a change of recommendation permitted by clause 5.5;
- (c) **paragraph 411(17)(b) statement:** apply to ASIC for the production of:
 - (1) an indication of intent letter stating that it does not intend to appear before the Court on the First Court Date; and
 - (2) a statement under paragraph 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (d) **Court direction:** apply to the Court for orders pursuant to subsection 411(1) of the Corporations Act directing Asciano to convene the Scheme Meeting;
- (e) **Scheme Meeting:** convene the Scheme Meeting to seek Asciano Shareholders' agreement to the Scheme in accordance with the orders made by the Court pursuant to subsection 411(1) of the Corporations Act;
- (f) **Court documents:** consult with Brookfield in relation to the content of the documents required for the purpose of each of the Court hearings held for the purpose of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, reasonable comments from Brookfield



and its Related Persons on those documents provided such comments are provided in a timely manner;

- (g) **Court approval:** (subject to all Conditions Precedent in clause 3.1, other than the Condition Precedent in clause 3.1(d), being satisfied or waived in accordance with this deed) apply to the Court for orders approving the Scheme as agreed to by the Asciano Shareholders (other than Excluded Shareholders) at the Scheme Meeting;
- (h) **Certificate:** at the hearing on the Second Court Date provide to the Court a certificate confirming whether or not the Conditions Precedent in clause 3.1 (other than the Condition Precedent in clause 3.1(d)) have been satisfied or waived in accordance with this deed. A draft of such certificate shall be provided by Asciano to Brookfield by 4.00 pm on the date that is 3 Business Days prior to the Second Court Date;
- (i) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with subsection 411(10) of the Corporations Act approving the Scheme by no later than the Business Day after the date on which the Court order was made (or such later date as agreed in writing by Brookfield);
- (j) **Scheme Consideration:** if the Scheme becomes Effective, finalise and close the Asciano Share Register as at the Scheme Record Date, and determine entitlements to the Scheme Consideration, in accordance with the Scheme and the Deed Poll;
- (k) **transfer and registration:** if the Scheme becomes Effective and subject to Brookfield having issued the Scheme Consideration in accordance with the Scheme and Deed Poll:
 - (1) execute, on behalf of Scheme Shareholders, instruments of transfer of Asciano Shares held by Scheme Shareholders to Brookfield Sub; and
 - (2) register all transfers of Asciano Shares held by Scheme Shareholders to Brookfield Sub on the Implementation Date;
- (l) **consultation with Brookfield in relation to Scheme Booklet:** consult with Brookfield as to the content and presentation of the Scheme Booklet including:
 - (1) providing to Brookfield drafts of the Scheme Booklet and the Independent Expert's Report for the purpose of enabling Brookfield to review and comment on those draft documents. In relation to the Independent Expert's Report, Brookfield's review is to be limited to a factual accuracy review;
 - (2) taking all reasonable comments made by Brookfield into account in good faith when producing a revised draft of the Scheme Booklet provided such comments are provided in a timely manner;
 - (3) providing to Brookfield a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised and to enable Brookfield to review the Regulator's Draft before the date of its submission;
 - (4) obtaining written consent from Brookfield for the form and content in which the Brookfield Information appears in the Scheme Booklet; and
 - (5) confirming in writing to Brookfield that the Asciano Information in the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement;



- (m) **information:** provide all necessary information, and procure that the Asciano Registry provides all necessary information, in each case in a form reasonably requested by Brookfield, about the Scheme, the Scheme Shareholders and Asciano Shareholders to Brookfield and its Related Persons, which Brookfield reasonably requires in order to:
- (1) canvass agreement to the Scheme by Asciano Shareholders (including, where appropriate, the results of directions by Asciano to Asciano shareholders under Part 6C.2 of the Corporations Act); or
 - (2) facilitate the provision by, or on behalf of, Brookfield Sub of the Scheme Consideration.
- Asciano must comply with any reasonable request of Brookfield for Asciano to give directions to Asciano shareholders under Part 6C.2 of the Corporations Act from time to time for one of the purposes referred to in (1) or (2) above;
- (n) **ASIC and ASX review:** keep Brookfield informed of any material matters raised by ASIC or ASX in relation to the Scheme Booklet or the Transaction, and use reasonable endeavours to take into consideration in resolving such matters any issues raised by Brookfield;
- (o) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (p) **Independent Expert and Investigating Accountant:** promptly appoint the Independent Expert, and promptly appoint and brief jointly with Brookfield any Investigating Accountant to be appointed in connection with the preparation of the Scheme Booklet or the Independent Expert's Report, and provide all assistance and information reasonably requested by them in connection with the preparation of the Independent Expert's Report or the investigating accountant's report (as applicable) for inclusion in the Scheme Booklet (including any updates to such report) and any other materials to be prepared by them for inclusion in the Scheme Booklet (including any updates thereto);
- (q) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations;
- (r) **listing:** subject to clause 5.1(u), not do anything to cause Asciano Shares to cease being quoted on ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless Brookfield has agreed in writing;
- (s) **update Scheme Booklet:** until the date of the Scheme Meeting, promptly update or supplement the Scheme Booklet with, or, if the parties agree (provided that Asciano will not be limited from making any disclosure necessary, in its sole discretion, to comply with its continuous disclosure obligations), otherwise inform the market by way of announcement of, any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement and seek the Court's approval for the despatch of any updated or supplementary Scheme Booklet. Asciano must consult with Brookfield as to the content and presentation of any updated or supplementary Scheme Booklet in the manner contemplated by clause 5.1(l);
- (t) **merged co-information:** promptly provide to Brookfield any information regarding the Asciano Group that Brookfield reasonably requires in order to



prepare the information regarding the merged Asciano–Brookfield entity following implementation of the Scheme for inclusion in the Scheme Booklet;

- (u) **suspension of trading:** apply to ASX to suspend trading in Asciano Shares with effect from the close of trading on the Effective Date;
- (v) **assistance:** up to (and including) the Implementation Date and subject to obligations of confidentiality owed to third parties and undertakings to Government Agencies, provide Brookfield with information that Brookfield reasonably requests for the purpose of preparation of the Brookfield Information and implementation of the Transaction; and
- (w) **income tax return amendments:** apply to the Australian Taxation Office prior to 27 October 2015 to amend the income tax returns of the Asciano Limited tax consolidated group for the years ended 30 June 2008, 30 June 2009, 30 June 2010 and 30 June 2011 (as relevant) in respect of the capital change out component deductions for locomotives and wagons, capital (rotable) spares depreciation claims and section 974-80 deduction adjustments.

5.2 Brookfield's obligations

Brookfield must take all necessary steps to implement the Scheme as soon as is reasonably practicable and without limiting the foregoing use reasonable endeavours to ensure that each step in the Timetable is met by the date set out beside that step (and consult with Asciano on a regular basis about its progress in that regard, but, to avoid doubt, no party is entitled to require the other party to perform steps in the Timetable at an earlier time than set out in the Timetable), including doing each of the following:

- (a) **Brookfield Information:** prepare and provide to Asciano the Brookfield Information for inclusion in the Scheme Booklet required by all applicable laws (including the Corporations Act and the Corporations Regulations), RG 60 and the Listing Rules, and consent to the inclusion of that information in the Scheme Booklet;
- (b) **review of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by Asciano and provide comments on those drafts in good faith and in a timely manner;
- (c) **Independent Expert's Report:** subject to the Independent Expert entering into arrangements with Brookfield including in relation to confidentiality in a form reasonably acceptable to Brookfield, provide any assistance or information reasonably requested by Asciano or by the Independent Expert in connection with the preparation of the Independent Expert's Report to be sent together with the Scheme Booklet;
- (d) **Investigating Accountant:** appoint and brief, jointly with Asciano any Investigating Accountant appointed in relation to the Transaction;
- (e) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of subsection 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (f) **Deed Poll:** by no later than the Business Day prior to the First Court Date, execute and deliver to Asciano the Deed Poll and procure that Brookfield Sub will execute and deliver to Asciano the Deed Poll;
- (g) **accuracy of Brookfield Information:** confirm in writing to Asciano that the Brookfield Information in the Scheme Booklet (other than any information regarding the Asciano Group contained in, or used in the preparation of, the information regarding the merged Asciano–Brookfield entity following implementation of the Scheme) does not contain any material statement that is



- false or misleading in a material respect including because of any material omission from that statement;
- (h) **consultation with Asciano in relation to Brookfield Information:** consult with Asciano as to the content and presentation of the Brookfield Information including:
- (1) providing drafts of the Brookfield Information for the purpose of enabling Asciano to review and comment on that draft information;
 - (2) taking all reasonable comments made by Asciano into account in good faith when producing a revised draft of the Brookfield Information provided that such comments are provided in a timely manner;
 - (3) providing to Asciano a final draft of the Brookfield Information within a reasonable time before the Regulator's Draft is to be finalised and to enable Asciano to review the Brookfield Information section of the Regulator's Draft before the date of its submission;
- (i) **information:** promptly provide to Asciano any information regarding the BIP Group that Asciano reasonably requires in order to prepare the Scheme Booklet;
- (j) **Certificate:** provide Asciano with such information and confirmations as it reasonably requires to enable it to certify that the Conditions Precedent have been satisfied or waived in accordance with its obligation in clause 5.1(h);
- (k) **share transfer:** if the Scheme becomes Effective:
- (1) procure that Brookfield Sub accepts a transfer of the Scheme Shares as contemplated by clause 4.3(c)(1); and
 - (2) execute, or procure that Brookfield Sub executes, instruments of transfer in respect of the Scheme Shares;
- (l) **Scheme Consideration:** if the Scheme becomes Effective, procure the provision of, by or on behalf of, Brookfield Sub, the Scheme Consideration in the manner and amount contemplated by the terms of the Scheme and the Deed Poll;
- (m) **listing:** use all reasonable endeavours to procure that:
- (1) the issue of the New BIP Interests to be issued pursuant to the Scheme has been approved by the Toronto Stock Exchange and the New York Stock Exchange, and those New BIP Interests have received listing approval from each of the Toronto Stock Exchange and the New York Stock Exchange subject to customary conditions; and
 - (2) Brookfield is approved for admission to the official list of ASX (as a foreign exempt listing) and that the New BIP Interests to be issued pursuant to the Scheme:
 - (A) are approved for official quotation by ASX, subject to any conditions which ASX may reasonably require and which are acceptable to Brookfield, acting reasonably; and
 - (B) are eligible for inclusion in S&P / ASX indices subject to satisfying relevant liquidity and size tests.
- (n) **update Brookfield Information:** until the date of the Scheme Meeting, provide to Asciano any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Brookfield Information contained in the Scheme Booklet does not contain any material statement that

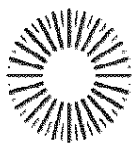


is false or misleading in a material respect including because of any material omission from that statement;

- (o) **assistance:** up to (and including) the Implementation Date and subject to obligations of confidentiality owed to third parties and undertakings to Government Agencies, provide Asciano with information that Asciano reasonably requests for the purpose of preparation of the Scheme Booklet and implementation of the Transaction; and
- (p) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all applicable laws and regulations.

5.3 Conduct of business

- (a) Subject to clauses 5.3(c) and 5.3(d), from the date of this deed up to and including the Implementation Date, and without limiting any other obligations under this deed, each party must:
 - (1) conduct its businesses and operations, and, in Asciano's case must cause each other Asciano Group Member to conduct its respective business and operations, in the ordinary and usual course consistent with the manner in which each such business and operations have been conducted in the 12 month period prior to the date of this deed;
 - (2) keep each other informed of the conduct of their business;
 - (3) provide regular reports on the financial affairs of the Asciano Group (in the case of Asciano) and the BIP Group (in the case of Brookfield) in a timely manner to the other party;
 - (4) make all reasonable efforts, and procure that each other Asciano Group Member (in the case of Asciano) makes all reasonable efforts, to:
 - (A) preserve and maintain the value of their respective businesses and assets;
 - (B) keep available the services of their directors, officers and employees; and
 - (C) maintain and preserve their relationships with Government Agencies, customers, suppliers and others having business dealings with any Asciano Group Member (in the case of Asciano) (including, in the case of Asciano, using reasonable endeavours to obtain consents from third parties to any change of control provisions in contracts and in any other contracts or arrangements to which a member of the Asciano Group is a party which Brookfield reasonably requests).
- (b) From the date of this deed up to and including the Implementation Date:
 - (1) Asciano must ensure that no Asciano Prescribed Occurrence and no Asciano Regulated Event occurs; and
 - (2) Brookfield must ensure that no Brookfield Prescribed Occurrence occurs.
- (c) Nothing in clause 5.3(a) restricts the ability of Asciano or Brookfield to take any action:
 - (1) which is required by this deed or the Scheme;



- (2) which has been agreed to in writing by the other party; or
 - (3) which is Fairly Disclosed in the Disclosure Materials of that party as being an action that Asciano or Brookfield (as applicable) will carry out between (and including) the date of this deed and the Implementation Date.
- (d) For the avoidance of doubt, nothing in clause 5.3(a) restricts the ability of Asciano to:
 - (1) respond to a Competing Proposal to the extent permitted in accordance with clause 11; or
 - (2) pay the Asciano Permitted Special Dividend once.
- (e) From the date of this deed until the Second Court Date, unless the other party agrees otherwise in writing, Asciano and Brookfield (as applicable) will promptly notify the other of anything of which it becomes aware that:
 - (1) makes any material information publicly filed by it, (either on its own account or in respect of (in the case of Asciano) any other Asciano Group Member or (in the case of Brookfield) any other BIP Group Member) to be, or reasonably likely to be, incomplete, incorrect, untrue or misleading in any material respect;
 - (2) makes any of the Asciano Representations and Warranties or any of the Brookfield Representations and Warranties (as applicable) false, inaccurate, misleading or deceptive in any material respect; or
 - (3) may, or may with time, constitute (with respect to Asciano) an Asciano Material Adverse Change, Asciano Regulated Event or Asciano Prescribed Occurrence or (with respect to Brookfield) a Brookfield Material Adverse Change or Brookfield Prescribed Occurrence (as applicable).

5.4 Appointment of directors

Asciano must, as soon as practicable:

- (a) on the Implementation Date after the Scheme Consideration has been despatched to Scheme Shareholders:
 - (1) take all actions necessary to cause the appointment of the nominees of Brookfield to the Asciano Board; and
 - (2) ensure that all directors on the Asciano Board, other than the Brookfield nominees, resign and unconditionally and irrevocably release Asciano from any claims they may have against Asciano (without limitation to any accrued rights they may have under any deed of access and indemnity or policy of directors and officers insurance); and
- (b) on the Implementation Date, after the Scheme Consideration has been despatched to Scheme Shareholders, take all actions to ensure that all directors on the boards of Asciano's Subsidiaries resign and unconditionally and irrevocably release Asciano and such Asciano Subsidiaries from any claims they may have against any of them, and to cause the appointment of nominees of Brookfield to those boards (without limitation to any accrued rights they may have under any deed of access and indemnity or policy of directors and officers insurance).



5.5 Asciano Board recommendation

- (a) Asciano must use its best endeavours to procure that, subject to clause 5.5(b), the Asciano Board Members unanimously recommend that Asciano Shareholders (other than Excluded Shareholders) vote in favour of the Scheme at the Scheme Meeting in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report that the Scheme is in the best interest of Scheme Shareholders, and that the Scheme Booklet and any other public statements made by Asciano in relation to the Scheme include a statement by the Asciano Board to that effect.
- (b) Asciano must use its best endeavours to procure that the Asciano Board collectively, and the Asciano Board Members individually, do not change, withdraw or modify its, his or her recommendation to vote in favour of the Scheme unless:
 - (1) the Independent Expert provides a report to Asciano (including either the Independent Expert's Report or any update, addendum or variation to it) that concludes that the Scheme is not in the best interest of Scheme Shareholders; or
 - (2) Asciano has received, other than as a result of a breach of clause 11, a Superior Proposal,

and Asciano has complied with its obligations under clause 12.

For the purposes of this clause, customary qualifications and explanations contained in the Scheme Booklet in relation to a recommendation to vote in favour of the Scheme to the effect that the recommendation is made in the absence of a superior proposal from a third party will not be regarded as a failure to make or withdraw the making of a recommendation in favour of the Scheme.

- (c) Without limiting the operation of clause 12 or the preceding provisions of this clause 5, if circumstances arise (including the receipt or expected receipt of an unfavourable report from the Independent Expert) which may lead to any one or more Asciano Board Members changing, withdrawing or modifying his or her recommendation to vote in favour of the Scheme (other than such circumstances as provided for in clause 11.3 or 11.4 which shall be regulated by those clauses), Asciano must:
 - (1) promptly notify Brookfield of this fact; and
 - (2) consult with Brookfield in good faith to determine whether there are any steps that can be taken to avoid such a change, withdrawal or modification (as applicable).

5.6 Conduct of Court proceedings

- (a) Asciano and Brookfield are entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) This deed does not give Asciano or Brookfield any right or power to give undertakings to the Court for or on behalf of the other party without that party's written consent.
- (c) Asciano and Brookfield must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.

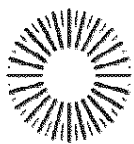


5.7 Responsibility statements

- (a) The Scheme Booklet will contain a responsibility statement to the effect that:
 - (1) Brookfield is responsible for the Brookfield Information (other than any information provided by Asciano to Brookfield and used by Brookfield for the purposes of preparation of the Scheme Booklet or obtained from Asciano's public filings on ASX or ASIC contained in, or used in the preparation of, the information regarding the merged Asciano–Brookfield entity following implementation of the Scheme) contained in the Scheme Booklet; and
 - (2) Asciano is responsible for the Asciano Information contained in the Scheme Booklet and is also responsible for the information contained in the Scheme Booklet provided by Asciano to Brookfield or obtained from Asciano's public filings on ASX or ASIC contained in, or used in the preparation of, the information regarding the merged Asciano–Brookfield entity following implementation of the Scheme.
- (b) If after a reasonable period of consultation, Asciano and Brookfield are unable to agree on the form or content of the Scheme Booklet:
 - (1) where the determination relates to Brookfield Information, Brookfield will make the final determination as to the form and content of the Brookfield Information; and
 - (2) in any other case, Asciano will make the final determination as to the form and content of the Scheme Booklet.

6 Access to information

- (a) Between (and including) the date of this deed and the Implementation Date, Asciano must, and must cause each other Asciano Group Member to, afford to Brookfield and its Related Persons (including any Investigating Accountant) reasonable access to information, including financial, tax and other information, (subject to any existing confidentiality obligations owed to third parties, appropriate consents in relation to which Asciano must use all reasonable endeavours to obtain) of any member of the Asciano Group, or such senior executives of Asciano as reasonably requested by Brookfield at mutually convenient times, and afford Brookfield reasonable co-operation (including, in the case of clause 6(a)(3), access to the Asciano Group's auditors and accountants) for the purpose of:
 - (1) implementation of the Scheme or preparation of the Brookfield Information;
 - (2) Brookfield obtaining an understanding of the operations of the Asciano Group's business, financial position, prospects and affairs in order to allow and facilitate the development and the implementation of the plans of Brookfield for those businesses following implementation of the Scheme;
 - (3) preparation of the financial statements (including for the merged Asciano–Brookfield entity following implementation of the Scheme) for inclusion in the Scheme Booklet or any Investigating Accountant's report (and any updates);



(4) compliance with legally binding reporting obligations to holders of their shares, interests or other securities, or to financiers or other investors, or satisfy their compliance obligations under any applicable legal, governmental, taxation or regulatory rules, or otherwise imposed by an Government Agency, or as reasonably required in connection with:

- (A) any financing transaction or arrangement; or
- (B) arranging or syndicating any acquisition, debt or equity financing, and all timely cooperation in connection with the arrangement; and

(5) any other purpose agreed between the parties,

and Brookfield may disclose such information to third parties in accordance with the terms of the Confidentiality Agreement (and any bona fide syndicate financiers will be deemed to have been consented to by Asciano for inclusion as "Associates" as that term is defined in the Confidentiality Agreement) provided that:

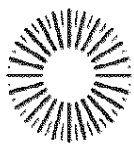
- (6) Brookfield will focus on material issues, having regard to management commitments and the impact of information requests on Asciano's business;
- (7) providing access or information pursuant to this clause does not result in unreasonable disruptions to Asciano's business, require Asciano to make further disclosure to any other entity or Government Agency or require the disclosure of any document that would compromise Asciano's legal professional privilege;
- (8) nothing in this clause will require Asciano to provide information concerning Asciano's directors and management's consideration of the Scheme or any Competing Proposal (but this proviso does not limit Asciano's obligations under clause 11); and
- (9) Asciano may provide to Brookfield its records at a place other than Asciano's business premises.

(b) Between (and including) the date of this deed and the Implementation Date, Brookfield must, and must cause each other Brookfield Group Member to, afford to Asciano and its Related Persons (including any Independent Expert) reasonable access to information (subject to any existing confidentiality obligations owed to third parties, appropriate consents in relation to which Brookfield must use all reasonable endeavours to obtain) of any member of the BIP Group, or such senior executives of Brookfield as reasonably requested by Asciano at mutually convenient times and afford Asciano reasonable co-operation for the purpose of:

- (1) implementation of the Scheme or preparation of the Scheme Booklet, or any part thereof;
- (2) to satisfy their compliance obligations under any applicable legal, governmental, taxation or regulatory rules, or otherwise imposed by an Government Agency; and
- (3) any other purpose agreed between the parties.

provided that:

- (4) Asciano will focus on material issues, having regard to management commitments and the impact of information requests on Brookfield's or the BIP Group's business;



- (5) providing access or information pursuant to this clause does not result in unreasonable disruptions to Brookfield's or the BIP Group's business, require Brookfield or the BIP Group to make further disclosure to any other entity or Government Agency or require the disclosure of any document that would compromise Brookfield's or the BIP Group's legal professional privilege;
 - (6) nothing in this clause will require Brookfield or the BIP Group to provide information concerning the formulation or consideration of the Scheme or any variation to it; and
 - (7) Brookfield or the BIP Group may provide to Asciano its records at a place other than Brookfield's or the BIP Group's business premises.
- (c) Without limiting clause 6(a), Asciano agrees to provide timely cooperation in connection with the arrangement or syndication of any acquisition, debt or equity financings by any member of the BIP Group as may be reasonably requested by Brookfield at any time and from time to time, including:
- (1) participating in meetings (including meetings with ratings agencies), drafting sessions and due diligence sessions;
 - (2) furnishing, in accordance with clause 6(a), Brookfield and its financing sources within a reasonable timeframe (including providing any consent required under the Confidentiality Agreement to such disclosure) with financial and other pertinent information regarding Asciano, the Asciano Group or any other entity in which any Asciano Group Member has an investment as may be reasonably requested by Brookfield; assisting Brookfield and its financing sources in the preparation of any offering document to be used in obtaining or syndicating any acquisition, debt or equity financing, and any materials required in connection with ratings agency presentations;
 - (3) cooperating with any marketing efforts undertaken by Brookfield and its financing sources related to acquisition, debt or equity financings (including by making available such senior executives of Asciano as reasonably requested by Brookfield at mutually convenient times for conference calls, management presentation sessions, roadshows, sales force presentations and similar meetings or presentations);
 - (4) assisting Brookfield and its Affiliates to satisfy any conditions and obligations of any financing to the extent same is within its control; and
 - (5) providing any information required to complete a reconciliation of financial statements to applicable accounting standards,
- provided, in each case, that:
- (6) where Asciano has acted in good faith, neither Asciano nor any Asciano Group Member shall be required to incur any liability in connection with any acquisition, debt or equity financing prior to implementation of the Scheme that is not reimbursable by Brookfield;
 - (7) Brookfield must indemnify and hold harmless Asciano Group Members and their respective Representatives from and against any and all losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with any acquisition, debt or equity financing and any information utilised in connection therewith, in each case other than to the extent any of the foregoing arises from the bad faith or wilful misconduct of, or breach of this deed by,



- Asciano or an Asciano Group Member or their respective Related Persons;
- (8) nothing in this clause 6(c), shall require cooperation to the extent that it would:
- (A) cause any condition precedent in clause 3.1 to not be satisfied or otherwise cause a breach of this deed; or
 - (B) require an Asciano Group Member to take any action that would reasonably be expected to conflict with or violate the Asciano Group Member constituent documents or any law; or
 - (C) require the approval of shareholders of Asciano under section 260B of the Corporations Act or equivalent or analogous restriction in any jurisdiction; and
- (9) none of the Asciano Group Members shall be required to execute prior to Implementation any agreements, including any credit or other agreements, pledge or security documents, or other certificates, legal opinions or documents in connection with the debt financing.

7 Representations and warranties

7.1 Brookfield's representations and warranties

Brookfield represents and warrants to Asciano (in its own right and separately as trustee or nominee for each of the other Asciano Indemnified Parties) each of the Brookfield Representations and Warranties.

7.2 Brookfield's indemnity

Brookfield agrees with Asciano (in its own right and separately as trustee or nominee for each of the other Asciano Indemnified Parties) to indemnify Asciano and each of the Asciano Indemnified Parties against any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Asciano or any of the other Asciano Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Brookfield Representations and Warranties.

7.3 Asciano's representations and warranties

Asciano represents and warrants to Brookfield (in its own right and separately as trustee or nominee for each of the other Brookfield Indemnified Parties) each of the Asciano Representations and Warranties.

7.4 Asciano's indemnity

Asciano agrees with Brookfield (in its own right and separately as trustee or nominee for each Brookfield Indemnified Party) to indemnify Brookfield and each of the Brookfield Indemnified Parties from any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that Brookfield or any of the other Brookfield Indemnified Parties suffers, incurs or is liable for arising out of any breach of any of the Asciano Representations and Warranties.



7.5 Survival of representations and warranties

Each representation and warranty made or given in clauses 7.1 and 7.3:

- (a) is severable;
- (b) survives the termination of this deed; and
- (c) is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this deed.

7.6 Survival of indemnities

Each indemnity in this deed (including those in clauses 7.2 and 7.4):

- (a) is severable;
- (b) is a continuing obligation;
- (c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and
- (d) survives the termination of this deed.

7.7 Timing of representations and warranties

Each representation and warranty made or given under clauses 7.1 or 7.3 is given at the date of this deed and repeated continuously thereafter until 8.00am on the Second Court Date unless that representation or warranty is expressed to be given at a particular time, in which case it is given at that time.

8 Releases

8.1 Asciano and Asciano directors and officers

- (a) Brookfield releases its rights, and agrees with Asciano that it will not make a claim, against any Asciano Indemnified Party (other than Asciano and its Related Bodies Corporate) as at the date of this deed and from time to time in connection with:
 - (1) any breach of any representations and warranties of Asciano or any other member of the Asciano Group in this deed; or
 - (2) any disclosures containing any statement which is false or misleading whether in content or by omission,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Asciano Indemnified Party has not acted in good faith or has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 8.1(a) limits Brookfield's rights to terminate this deed under clause 13.2(a).
- (b) This clause 8.1 is subject to any Corporations Act restriction and will be read down accordingly.
- (c) Asciano receives and holds the benefit of this clause 8.1 to the extent it relates to each Asciano Indemnified Party as trustee for each of them.



8.2 Brookfield and Brookfield directors and officers

- (a) Asciano releases its rights, and agrees with Brookfield that it will not make a claim, against any Brookfield Indemnified Party (other than Brookfield and its Related Bodies Corporate) as at the date of this deed and from time to time in connection with:
- (1) any breach of any representations and warranties of Brookfield or any other member of the Brookfield Group in this deed; or
 - (2) any disclosure containing any statement which is false or misleading whether in content or by omission,
- whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except where the Brookfield Indemnified Party has not acted in good faith or has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 8.2(a) limits Asciano's rights to terminate this deed under clause 13.2(b).
- (b) This clause 8.2 is subject to any Corporations Act restriction and will be read down accordingly.
- (c) Brookfield receives and holds the benefit of this clause 8.2 to the extent it relates to each Brookfield Indemnified Party as trustee for each of them.

8.3 Deeds of indemnity and insurance

- (a) Subject to the Scheme becoming Effective and the Transaction completing, Brookfield undertakes in favour of Asciano and each other Asciano Indemnified Party that it will:
- (1) subject to clause 8.3(d) and to the extent permitted by law, for a period of 7 years from the Implementation Date, ensure that the constitutions of Asciano and each other Asciano Group Member continue to contain such rules as are contained in those constitutions at the date of this deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company (and Asciano undertakes not to vary those constitutional arrangements after the date of this deed); and
 - (2) procure that Asciano and each other Asciano Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time (and Asciano undertakes not to vary those arrangements after the date of this deed, except that it may enter into such deeds with newly appointed directors and officers on terms materially consistent with existing deeds) and, without limiting the foregoing, ensure that directors' and officers' run-off insurance cover for such directors and officers is maintained, subject to clause 8.3(d), for a period of 7 years (or longer if Brookfield agrees, acting reasonably) from the retirement date of each director and officer.
- (b) The undertakings contained in clause 8.3(a) are subject to any Corporations Act restriction and will be read down accordingly.
- (c) Asciano receives and holds the benefit of clause 8.3(a), to the extent it relates to the other Asciano Indemnified Parties, as trustee for them.



- (d) The undertakings contained in clause 8.3(a) are given until the earlier of the end of the relevant period specified in clause 8.3(a) or the relevant Asciano Group Member ceasing to be part of the BIP Group.
- (e) Brookfield acknowledges that, notwithstanding any other provision of this deed, Asciano may, prior to the Implementation Date, enter into a run-off insurance policy in respect of any Asciano Indemnified Party for a 7 year period (or longer if Brookfield agrees, acting reasonably), and that any actions to facilitate that insurance or in connection therewith will not be an Asciano Prescribed Occurrence, Asciano Regulated Event or breach any provision of this deed, provided that Asciano has not acted unreasonably and has consulted with Brookfield (which must act reasonably and not so as to cause delay) in entering into any such policy.

9 Public announcement

9.1 Announcement of the Transaction

- (a) Immediately after the execution of this deed, Asciano and Brookfield must, after consultation with the other party, each issue a public announcement in a form agreed to in writing between them.
- (b) Asciano agrees that its public announcement will include a unanimous recommendation by the Asciano Board to Asciano Shareholders that, in the absence of a Superior Proposal and subject to any unfavourable conclusion in the Independent's Expert's Report, Asciano Shareholders vote in favour of the Scheme.

9.2 Public announcements

Subject to clause 9.3, no public announcement or public disclosure of the Transaction or any other transaction the subject of this deed or the Scheme may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

9.3 Required disclosure

Where a party is required by applicable law or any applicable listing rules to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this deed or the Scheme, it must use all reasonable endeavours, to the extent practicable and lawful, to consult with the other party prior to making the relevant disclosure.

10 Confidentiality

Asciano and Brookfield acknowledge and agree that they continue to be bound by the Confidentiality Agreement after the date of this deed. The rights and obligations of the parties under the Confidentiality Agreement survive termination of this deed.



11 Exclusivity

11.1 No shop and no talk

During the Exclusivity Period, Asciano must not, and must ensure that each of its Related Persons does not, directly or indirectly, without the prior written consent of Brookfield:

- (a) **(no shop)** solicit, invite, encourage or initiate (including by the provision of non-public information to any Third Party) any inquiry, expression of interest, offer, proposal or discussion by any person in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or communicate to any person an intention to do anything referred to in this clause 11.1(a); or
- (b) **(no talk)** subject to clause 11.2:
 - (1) participate in or continue any negotiations or discussions with respect to any inquiry, expression of interest, offer, proposal or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or participate in or continue any negotiations or discussions with respect to any actual, proposed or potential Competing Proposal;
 - (2) negotiate, accept or enter into, or offer or agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an actual, proposed or potential Competing Proposal;
 - (3) disclose or otherwise provide any non-public information about the business or affairs of the Asciano Group to a Third Party (other than a Government Agency that has a right to obtain that information and has sought it) with a view to obtaining, or which would reasonably be expected to encourage or lead to receipt of, an actual, proposed or potential Competing Proposal (including, without limitation, providing such information for the purposes of the conduct of due diligence investigations in respect of the Asciano Group); or
 - (4) communicate to any person an intention to do anything referred to in the preceding paragraphs of this clause 11.1(b),

but nothing in this clause 11.1 prevents Asciano from making normal presentations to brokers, portfolio investors and analysts in the ordinary course of business or promoting the merits of the Transaction.

11.2 Fiduciary exception

Clause 11.1(b) does not prohibit any action or inaction by Asciano or any of its Related Persons in relation to an actual, proposed or potential Competing Proposal if compliance with that clause would, in the opinion of the Asciano Board, formed in good faith after receiving written advice from its external legal advisers, constitute, or would be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Asciano, provided that any actual, proposed or potential Competing Proposal in question was not directly or indirectly brought about by, or facilitated by, a breach of clause 11.1(a).

11.3 Notification of approaches

- (a) During the Exclusivity Period, Asciano must as soon as possible notify Brookfield in writing if it, or any of its Related Persons, becomes aware of any:



- (1) negotiations or discussions, approach or attempt to initiate any negotiations or discussions, or intention to make such an approach or attempt to initiate any negotiations or discussions in respect of any inquiry, expression of interest, offer, proposal or discussion in relation to an actual, proposed or potential Competing Proposal;
- (2) proposal made to Asciano or any of its Related Persons, in connection with, or in respect of any exploration or completion of, an actual, proposed or potential Competing Proposal; or
- (3) provision by Asciano or any of its Related Persons of any non-public information concerning the business or operations of Asciano or the Asciano Group to any to a Third Party in connection with an actual, proposed or potential Competing Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise. For the avoidance of doubt, any of the acts described in paragraphs (1) to (3) may only be taken by Asciano if not proscribed by clause 11.1 or if permitted by clause 11.2.

- (b) A notification given under clause 11.3(a) must include the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with all material terms and conditions of the actual, proposed or potential Competing Proposal.

11.4 Matching right

- (a) Without limiting clause 11.1, during the Exclusivity Period, Asciano:
 - (1) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a Third Party, Asciano or both proposes or propose to undertake or give effect to an actual, proposed or potential Competing Proposal; and
 - (2) must use its best endeavours to procure that none of its directors change their recommendation in favour of the Transaction to publicly recommend an actual, proposed or potential Competing Proposal (or recommend against the Transaction),

unless:

 - (3) the Asciano Board acting in good faith and in order to satisfy what the Asciano Board Members consider to be their statutory or fiduciary duties (having received written advice from its external legal advisers) determines that the Competing Proposal would be or would be likely to be an actual, proposed or potential Superior Proposal;
 - (4) Asciano has provided Brookfield with the material terms and conditions of the actual, proposed or potential Competing Proposal, including price and the identity of the Third Party making the actual, proposed or potential Competing Proposal;
 - (5) Asciano has given Brookfield at least 5 Business Days after the date of the provision of the information referred to in clause 11.4(a)(4) to provide a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal; and
 - (6) Brookfield has not announced a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal by the expiry of the 5 Business Day period in clause 11.4(a)(5).



- (b) If Brookfield proposes to Asciano, or announces, amendments to the Scheme or a new proposal that constitute a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal (**Bidder Counterproposal**) by the expiry of the 5 Business Day period in clause 11.4(a)(5), Asciano must procure that the Asciano Board considers the Bidder Counterproposal and if the Asciano Board, acting reasonably and in good faith, determines that the Bidder Counterproposal would provide an equivalent or superior outcome for Asciano Shareholders as a whole (other than Excluded Shareholders) compared with the Competing Proposal, taking into account all of the terms and conditions of the Bidder Counterproposal, then Asciano and Brookfield must use their best endeavours to agree the amendments to this deed and, if applicable, the Scheme and Deed Poll that are reasonably necessary to reflect the Bidder Counterproposal and to implement the Bidder Counterproposal, in each case as soon as reasonably practicable, and Asciano must use its best endeavours to procure that each of the directors of Asciano continues to recommend the Transaction (as modified by the Bidder Counterproposal) to Asciano Shareholders.

11.5 Cease discussions

- (a) Asciano must cease any discussions or negotiations existing as at the date of this deed relating to:
- (1) any actual, proposed or potential Competing Proposal; or
 - (2) any transaction that would, or would reasonably be expected to, reduce the likelihood of success of the Transaction.
- (b) As soon as practicable, and in any event within 5 Business Days, following execution of this deed, to the extent it has not already done so, Asciano must request in writing (and diligently enforce) the immediate return or destruction of all Asciano's confidential information that has been provided to any Third Party since 30 June 2014 under a confidentiality agreement in relation to an actual, proposed or potential Competing Proposal and terminate those persons' access to the Asciano's confidential information on an ongoing basis.

11.6 Provision of information

During the Exclusivity Period, Asciano must as soon as possible provide Brookfield with:

- (a) in the case of written materials, a copy of; and
- (b) in any other case, a written statement of,

any non-public information about the business or affairs of Asciano or the Asciano Group disclosed or otherwise provided to any Third Party in connection with an actual, proposed or potential Competing Proposal that has not previously been provided to Brookfield. For the avoidance of doubt, any such provision of information to a Third Party may only be undertaken if permitted by clause 11.2.

11.7 Legal advice

Asciano represents and warrants to Brookfield that:

- (a) prior to entering into this deed, it has received legal advice on this deed and the operation of this clause 11; and
- (b) it and the Asciano Board consider this clause 11 to be fair and reasonable and that it is appropriate to agree to the terms in this clause 11 in order to secure



the significant benefits to it, and the Asciano Shareholders resulting from the transactions contemplated hereby.

12 Reimbursement Fee

12.1 Background to Reimbursement Fee

- (a) Brookfield and Asciano acknowledge that, if they enter into this deed and the Scheme is subsequently not implemented, Brookfield will incur significant costs, including those set out in clause 12.4.
- (b) In these circumstances, Brookfield has requested that provision be made for the payments outlined in clause 12.2, without which Brookfield would not have entered into this deed or otherwise agreed to implement the Scheme.
- (c) The Asciano Board believes, having taken advice from Asciano's legal advisors and Financial Advisors, that the implementation of the Scheme will provide benefits to Asciano and that it is appropriate for Asciano to agree to the payments referred to in clause 12.2 in order to secure Brookfield's participation in the Transaction.

12.2 Reimbursement Fee triggers

Asciano must pay the Reimbursement Fee to Brookfield, without set-off or withholding, if:

- (a) during the Exclusivity Period, one or more Asciano Board Members withdraws, adversely revises or adversely qualifies his or her support of the Scheme or his or her recommendation that Asciano Shareholders (other than Excluded Shareholders) vote in favour of the Scheme, or, having made such a recommendation, withdraws, adversely revises or adversely qualifies that recommendation for any reason, provided that in each case Brookfield has terminated this deed, unless:
 - (1) the Independent Expert concludes (in the Independent Expert's Report, as contained in the Scheme Booklet approved by the Court at the First Court Date for despatch to Asciano Shareholders (but not in any update, addendum or variation of the Independent Expert's Report)) that the Scheme is not in the best interest of Asciano Shareholders (except where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal); or
 - (2) the Independent Expert concludes in any update, addendum or variation of the Independent Expert's Report that the Scheme is not in the best interest of Asciano Shareholders and:
 - (A) that conclusion is not due wholly or partly to the existence, announcement or publication of a Competing Proposal; and
 - (B) that conclusion is primarily due to a decrease in the Australian dollar value of BIP Interests; and
 - (C) the AUD Value of a BIP Interest has been equal to or less than A\$45.20 for any 5 consecutive trading days within the three weeks prior to the date on which Brookfield terminates this deed; or



- (3) Asciano was, at the time Brookfield terminated the deed, entitled to terminate this deed pursuant to clause 13.1(a)(1), 13.1(c)(1), 13.1(c)(2) or 13.2(b); or
- (b) Brookfield terminates this deed pursuant to clause 13.1(a)(1), 13.1(a) (in reliance on an Asciano Prescribed Occurrence) or 13.2(a); or
- (c) one or more Asciano Board Members recommends that Asciano Shareholders accept or vote in favour of, or otherwise supports or endorses (including support by way of accepting or voting, or by way of stating an intention to accept or vote, in respect of any Director Asciano Shares), a Competing Proposal of any kind that is announced (whether or not such proposal is stated to be subject to any pre-conditions) between the date of this deed and the end of the Exclusivity Period; or
- (d) a Competing Proposal of any kind is announced during the Exclusivity Period (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, the Third Party or any Associate of that Third Party:
 - (1) completes a Competing Proposal of a kind referred to in any of paragraphs 2, 3 or 4 of the definition of Competing Proposal; or
 - (2) enters into an agreement, arrangement or understanding with Asciano or the Asciano Board of the kind referred to in paragraph 5 of the definition of Competing Proposal; or
 - (3) without limiting clause 12.2(d)(1) or clause 12.2(d)(2), acquires Control of Asciano.

12.3 Timing of payment of Reimbursement Fee

- (a) A demand by Brookfield for payment of the Reimbursement Fee under clause 12.2 must:
 - (1) be in writing;
 - (2) be made after the occurrence of the event in that clause giving rise to the right to payment;
 - (3) state the circumstances which give rise to the demand; and
 - (4) nominate an account into which the Reimbursement Fee must be paid.
- (b) Asciano must pay the Reimbursement Fee into the account nominated by Brookfield, without set-off or withholding, within 2 Business Days after receiving a demand for payment where Brookfield is entitled under clause 12.2 to the Reimbursement Fee.

12.4 Basis of Reimbursement Fee

The Reimbursement Fee has been calculated to reimburse Brookfield for costs including the following:

- (a) fees for legal, financial and other professional advice in planning and implementing the Transaction (excluding success fees);
- (b) reasonable opportunity costs incurred in engaging in the Transaction or in not engaging in other alternative transactions or strategic initiatives, including costs arising from Brookfield being associated with a failed transaction and its resulting loss in market position;



- (c) costs of management and directors' time in planning and implementing the Transaction; and
 - (d) out of pocket expenses incurred by Brookfield and Brookfield's respective employees, advisers and agents in planning and implementing the Transaction,
- and the parties agree that:
- (e) the costs actually incurred by Brookfield will be of such a nature that they cannot all be accurately ascertained; and
 - (f) the Reimbursement Fee is a genuine and reasonable pre-estimate of those costs.

12.5 Compliance with law

- (a) This clause 12 does not impose an obligation on Asciano to pay the Reimbursement Fee to the extent (and only to the extent) that the obligation to pay the Reimbursement Fee:
 - (1) is declared by the Takeovers Panel to constitute 'unacceptable circumstances'; or
 - (2) is determined to be unenforceable or unlawful by a court,

provided that all proper avenues of appeal and review, judicial and otherwise, have been exhausted. For the avoidance of doubt, any part of that fee that would not constitute 'unacceptable circumstances' or that is not unenforceable or unlawful (as applicable) must be paid by Asciano .
- (b) The parties must not make or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in clause 12.5(a).

12.6 Reimbursement Fee payable only once

Where the Reimbursement Fee becomes payable to Brookfield under clause 12.2 and is actually paid to Brookfield, Brookfield cannot make any claim against the other for payment of any subsequent Reimbursement Fee.

12.7 Other Claims

Notwithstanding any other provision of this deed but subject to clause 12.6:

- (a) the maximum liability of Asciano to Brookfield under or in connection with this deed including in respect of any breach of the deed will be the amount of the Reimbursement Fee;
- (b) a payment by Asciano in accordance with this clause 12 represents the sole and absolute liability of Asciano under or in connection with this deed and no further damages, fees, expenses or reimbursements of any kind will be payable by Asciano to Brookfield in connection with this deed;
- (c) the amount paid to Brookfield under this clause 12 shall be reduced by the amount of any loss or damage recovered in relation to a breach of clause 11 or any other clause of this deed; and
- (d) where clause 12.7(d) applies and the amount payable by Asciano under this clause 12 has already been paid, Brookfield must, within two Business Days of the event contemplated by clause 12.8(d) which would have reduced the



amount payable, refund an amount to Asciano which is equivalent to that calculated under clause 12.7(d).

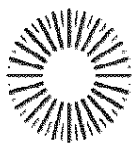
12.8 No Reimbursement Fee if Scheme Effective

Despite anything to the contrary in this deed, no Reimbursement Fee will be payable if the Scheme becomes Effective, notwithstanding the occurrence of any event in clause 12.2 and, if a Reimbursement Fee has already been paid it must be refunded by the relevant party.

13 Termination

13.1 Termination for material breach

- (a) Either party may terminate this deed by written notice to the other party:
 - (1) other than in respect of a breach of either a Brookfield Representation and Warranty or an Asciano Representation and Warranty (which are dealt with in clause 13.2), at any time before 8.00am on the Second Court Date if the other party has materially breached this deed, the party entitled to terminate has given written notice to the party in breach of this deed setting out the relevant circumstances and stating an intention to terminate this deed, and the other party has failed to remedy the breach within 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
 - (2) at any time before 8.00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken any action permanently restraining or otherwise prohibiting or preventing the Transaction, or has refused to do any thing necessary to permit the Transaction, and the action or refusal has become final and cannot be appealed or reviewed;
 - (3) in the circumstances set out in, and in accordance with, clause 3.4; or
 - (4) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date.
- (b) Brookfield may terminate this deed by written notice to Asciano until 8.00am on the Second Court Date if:
 - (1) an Asciano Material Adverse Change or an Asciano Prescribed Occurrence occurs; or
 - (2) any Asciano Board Member fails to recommend the Scheme or any Asciano Board Member withdraws, adversely revises or adversely modifies his or her recommendation that Asciano Shareholders (other than Excluded Shareholders) vote in favour of the Scheme or any Asciano Board Member makes a public statement indicating that he or she no longer recommends the Transaction or recommending, supporting or endorsing another transaction (including any Competing Proposal).
- (c) Asciano may terminate this deed by written notice to Brookfield at any time before 8.00am on the Second Court Date if:
 - (1) a Brookfield Material Adverse Change occurs; or



- (2) a Brookfield Prescribed Occurrence occurs; or
- (3) the Asciano Board or a majority of the Asciano Board has changed, withdrawn or modified its recommendation as permitted under clause 5.5 and Asciano has complied with all of its obligations under clause 12.

13.2 Termination for breach of representations and warranties

- (a) Brookfield may, at any time prior to 8.00am on the Second Court Date, terminate this deed for breach of an Asciano Representation and Warranty only if:
 - (1) Brookfield has given written notice to Asciano setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
 - (2) the relevant breach continues to exist 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 13.2(a)(1); and
 - (3) the relevant breach is material in the context of the Scheme taken as a whole.
- (b) Asciano may, at any time before 8.00am on the Second Court Date, terminate this deed for breach of a Brookfield Representation and Warranty only if:
 - (1) Asciano has given written notice to Brookfield setting out the relevant circumstances and stating an intention to terminate or to allow the Scheme to lapse;
 - (2) the relevant breach continues to exist 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given under clause 13.2(b)(1); and
 - (3) the relevant breach is material in the context of the Scheme taken as a whole.
- (c) This deed is terminable if agreed to in writing by Brookfield and Asciano.

13.3 Effect of termination

If this deed is terminated by either party under clauses 3.4, 13.1 or 13.2:

- (a) each party will be released from its obligations under this deed, except that this clause 13.3, and clauses 1, 7.1 to 7.7, 10, 12, 14, 15, 16 and 17 (except clause 17.10), will survive termination and remain in force;
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this deed; and
- (c) in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.



13.4 Termination

Where a party has a right to terminate this deed, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this deed and the provision under which it is terminating this deed.

13.5 No other termination

Neither party may terminate or rescind this deed except as permitted under clauses 3.4, 13.1 or 13.2.

14 Duty, costs and expenses

14.1 Stamp duty

Brookfield

- (a) must pay all stamp duties and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme; and
- (b) indemnifies Asciano against any liability arising from its failure to comply with clause 14.1(a).

14.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution, delivery and performance of this deed and the proposed, attempted or actual implementation of this deed and the Transaction.

15 GST

- (a) Any consideration or amount payable under this deed, including any non-monetary consideration (as reduced in accordance with clause 15(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this deed, an additional amount (**Additional Amount**) is payable by the party providing Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 15(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 15(b):



- (1) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (2) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
 - (3) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this deed if an amount payable under or in connection with this deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.
- (g) Any term starting with a capital letter that is not defined in this deed has the same meaning as the term has in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

16 Notices

16.1 Form of Notice

A notice or other communication to a party under this deed (**Notice**) must be:

- (a) in writing and in English; and
- (b) addressed to that party as nominated below (or any alternative details nominated to the sending party by Notice):

Party	Address	Addressee	Email
Asclano	Level 6/15 Blue Street, North Sydney, NSW, Australia, 2060	Lyndall Stoyles	Lyndall_Stoyles@asciano.com.au
	Copy to King & Wood Mallesons Level	Stephen Minns	stephen.minns@au.kwm.com



Party	Address	Addressee	Email
	42, 600 Bourke Street Melbourne VIC 3000		
Brookfield	73 Front Street Hamilton, HM 12, Bermuda	Jane Sheere	jane.sheere@brookfield.c om
	Copy to Brookfield Level 22 135 King Street Sydney, NSW 2000	Michael Ryan	michael.ryan@au.brookfield.com
	Herbert Smith Freehills Level 34, ANZ Tower 161 Castlereagh Street Sydney NSW 2000	Philippa Stone	philippa.stone@hsf.com

16.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the nominated email address	When a delivery confirmation report is received by the sender or, if no such delivery confirmation report is received, when the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.



16.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than email as permitted in clause 16.2).

17 General

17.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

17.2 Service of process

Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of Notices under clause 16.

17.3 No merger

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

17.4 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 17.4(a) does not apply where enforcement of the provision of this deed in accordance with clause 17.4(a) would materially affect the nature or effect of the parties' obligations under this deed.

17.5 Waiver

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

The meanings of the terms used in this clause 17.5 are set out below.

Term	Meaning
------	---------

conduct	includes delay in the exercise of a right.
----------------	--



right any right arising under or in connection with this deed and includes the right to rely on this clause.

waiver includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

17.6 Variation

A variation of any term of this deed must be in writing and signed by the parties.

17.7 Assignment of rights

- (a) A party may not assign, novate, declare a trust over or otherwise transfer or deal with any of its rights or obligations under this deed without the prior written consent of the other party.
- (b) A breach of clause 17.7(a) by a party shall be deemed to be a material breach for the purposes of clause 13.1(a)(1).
- (c) Clause 17.7(b) does not affect the construction of any other part of this deed.

17.8 Acknowledgement

Each party acknowledges that the remedy of damages may be inadequate to protect the interests of the parties for a breach of clause 11 and that Brookfield is entitled to seek and obtain without limitation injunctive relief if Asciano breaches clause 11.

17.9 No third party beneficiary

This deed shall be binding on and inure solely to the benefit of each party to it and each of their respective permitted successors and assigns, and nothing in this deed is intended to or shall confer on any other person, other than the Brookfield Indemnified Parties and the Asciano Indemnified Parties, to the extent set forth in clause 7, any third party beneficiary rights.

17.10 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

17.11 Entire agreement

This deed states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter (including the letter agreement between the parties dated 26 June 2015 (without limitation to any accrued cause of action under that letter agreement), but excluding the Confidentiality Agreement and the Disclosure Letter).

17.12 Counterparts

This deed may be executed in any number of counterparts.

**17.13 Relationship of the parties**

- (a) Nothing in this deed gives a party authority to bind any other party in any way.
- (b) Nothing in this deed imposes any fiduciary duties on a party in relation to any other party.

17.14 Remedies cumulative

Except as provided in this deed and permitted by law, the rights, powers and remedies provided in this deed are cumulative with, and not exclusive of, the rights, powers and remedies provided by law independently of this deed.

17.15 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

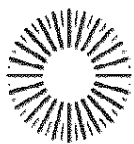


HERBERT
SMITH
FREEHILLS

Schedules

Table of contents

Definitions and interpretation	40
Brookfield Representations and Warranties	62
Asciano Representations and Warranties	65
Capital details	68
Third party consents	69



Schedule 1

Definitions and interpretation

1.1 Definitions

Term	Meaning
ACCC	the Australian Competition and Consumer Commission.
AIFRS	the International Financial Reporting Standards as adopted in Australia.
Affiliates	<p>a person is an "affiliate" of another person, if one is directly or indirectly controlled by that other person or if both are directly or indirectly controlled by a third person and, in respect of BIP, includes a partnership or other fund or account which is managed by BAM or any of its Subsidiaries; and for the purposes of this definition, and the definition of "BIP Group", only "control" of a person means the right to:</p> <ol style="list-style-type: none"> 1 elect or appoint a majority of the directors (or persons or entities performing a similar function) of such person; 2 the ability to otherwise exercise a majority of the voting rights in respect of that person; or 3 the ability to otherwise control the management of such person whether by virtue of the terms of its constitutional documents, contractual rights, or otherwise; <p>and "controlled" has a corresponding meaning.</p>
Asciano Board	the board of directors of Asciano and an Asciano Board Member means any director of Asciano comprising part of the Asciano Board.
Asciano Consolidated Tax Group	the consolidated group of which Asciano is the head company (where 'consolidated group' and 'head company' have the same meaning as in the Tax Act).
Asciano EBITDA	earnings before interest expense, tax, depreciation and amortisation and significant and non-recurring items, consistent with "underlying EBITDA" as defined in Asciano's Annual report.
Asciano Group	Asciano and each of its Subsidiaries, and a reference to a 'Asciano



Term	Meaning
	Group Member or a member of the Asciano Group is to Asciano or any of its Subsidiaries.
Asciano Executive Incentive Plan Rules	the employee incentive plan rules of that name issued by Asciano.
Asciano Indemnified Parties	Asciano, its Subsidiaries and their respective directors, officers and employees.
Asciano Information	<p>all information to be included by Asciano in the Scheme Booklet that explains the effect of the Scheme and sets out the information prescribed by the Corporations Act and the Corporations Regulations 2001 (Cth), and any other information that is material to the making of a decision by Asciano Shareholders whether or not to vote in favour of the Scheme, being information that is within the knowledge of each of the Asciano Board Members included in the Scheme Booklet (other than:</p> <ol style="list-style-type: none"> 1 the Brookfield Information; and 2 the Independent Expert's Report and any investigating accountant's report), <p>and includes any information provided by Asciano to Brookfield or obtained by Brookfield from Asciano's public filings on ASX and ASIC contained in, or used in the preparation of, the information regarding the merged Asciano–Brookfield entity following implementation of the Scheme.</p>
Asciano Long Term Incentive Plan Rules	the employee incentive plan rules of that name issued by Asciano.



Term	Meaning
Asciano Material Adverse Change	<p>an event, change, condition, matter, circumstance or thing occurring before, on or after the date of this deed (each a Specified Event) which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:</p> <ol style="list-style-type: none"> 1 a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the Asciano Group taken as a whole; or 2 without limiting the generality of paragraph 1 above: <ul style="list-style-type: none"> • the effect of a diminution in the value of the consolidated net tangible assets of the Asciano Group, taken as a whole, by at least 10% against what it would reasonably have been expected to have been but for such Specified Event; or • the effect of a diminution in the consolidated Asciano EBITDA of the Asciano Group, taken as a whole, by at least 10% in any financial year for the Asciano Group against what they would reasonably have been expected to have been but for such Specified Event, <p>other than those events, changes, conditions, matters, circumstances or things:</p> 3 required or permitted by this deed, the Scheme or the transactions contemplated by either; 4 that are Fairly Disclosed in Asciano's Disclosure Materials; 5 agreed to in writing by Brookfield; 6 that Asciano Fairly Disclosed in an announcement made by Asciano to ASX, or a document lodged by it with ASIC, since 1 January 2014; 7 resulting from changes in law or in general economic, political or business conditions; or 8 resulting from any change occurring directly as a result of a general deterioration in equity markets, interest rates, exchange rates or credit spreads, that impacts Asciano and its competitors in a similar manner.
Asciano Permitted Special Dividend	<p>the payment by Asciano of a special dividend of up to A\$0.90 per Asciano Share, as referred to in clause 4.7 (and subject to the limitation in relation to franking and the size of the Asciano Permitted Special Dividend referred to in that clause).</p>
Asciano Prescribed Occurrence	<p>other than as:</p> <ol style="list-style-type: none"> 1 required or permitted by this deed, the Scheme or the transactions contemplated by either; 2 Fairly Disclosed in Asciano's Disclosure Materials;



Term	Meaning
	<p>3 agreed to in writing by Brookfield (such agreement not to be unreasonably withheld or delayed); or</p> <p>4 Fairly Disclosed by Asciano in an announcement made by Asciano to ASX, or a document lodged by it with ASIC, since 1 January 2014,</p> <p>the occurrence of any of the following (and, for the avoidance of doubt, in the case of any occurrence subject to a monetary threshold, the monetary threshold stated will be exclusive of and in addition to any amount required, permitted, agreed to or disclosed as provide above):</p> <p>5 Asciano converting all or any of its shares into a larger or smaller number of shares;</p> <p>6 Asciano reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares (other than any on market acquisition of shares to satisfy the vesting of any Asciano Rights listed as vesting in Schedule 6);</p> <p>7 the Asciano Representation and Warranty in paragraph (j) of Schedule 3 being inaccurate;</p> <p>8 Asciano or any Subsidiary declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its member, or announcing an intention to do any of the above, other than:</p> <ul style="list-style-type: none"> • to a directly or indirectly wholly-owned Subsidiary of Asciano; or • paying the Asciano Permitted Special Dividend once; or • any pro rata distribution to members made by an entity of which Asciano or any Subsidiary is a member. <p>9 Asciano making any change to its constitution;</p> <p>10 Asciano or any Subsidiary resolving to reduce its share capital in any way other than to a directly or indirectly wholly-owned Subsidiary of Asciano;</p> <p>11 Asciano or any Subsidiary:</p> <ul style="list-style-type: none"> • entering into a buy-back agreement; or • resolving to approve the terms of a buy-back agreement under the Corporations Act; <p>12 a member of the Asciano Group issuing shares, or granting an option over its shares (provided that the issue or grant of an Asciano Right is not to be regarded as the issue of a share or option for the purposes of this item), or agreeing to make such an issue or grant such an option, other than:</p> <ul style="list-style-type: none"> • to a directly or indirectly wholly-owned Subsidiary of Asciano; or • the issue of shares upon the vesting of any of Asciano Rights listed as vesting in Schedule 6; <p>13 a member of the Asciano Group issuing or agreeing to issue securities convertible into shares (including any issue or grant of Asciano Rights) other than to a directly or indirectly wholly-</p>



Term	Meaning
	owned Subsidiary of Asciano or a grant of Asciano Rights resulting in the total of number of Asciano Rights on issue not exceeding 3,415,589; [Note to Asciano: To be checked.]
14	a member of the Asciano Group disposing, or agreeing to dispose, of the whole, or a substantial part, of the Asciano Group's business or property;
15	a member of the Asciano Group granting a Security Interest, or agreeing to grant a Security Interest, in the whole, or a substantial part, of the Asciano Group's business or property ;
16	an Insolvency Event occurs in relation to a member of the Asciano Group;
17	a member of the Asciano Group: <ul style="list-style-type: none"> • acquiring, leasing or disposing of; • agreeing to acquire, lease or dispose of; or • offering, proposing, announcing a bid or tendering for, any business, assets, entity or undertaking, the value of which exceeds A\$100,000,000 (individually or in aggregate);
18	a member of the Asciano Group: <ul style="list-style-type: none"> • entering into any contract or commitment (including in respect of Financial Indebtedness) requiring payments by the Asciano Group in excess of A\$100,000,000 (individually or in aggregate); • (without limiting the foregoing) agreeing to incur capital expenditure from the date of this deed of more than A\$100,000,000 (individually or in aggregate); • waiving any material Third Party default where the financial impact on the Asciano Group will be in excess of A\$50,000,000 (individually or in aggregate); or • accepting as a compromise of a matter less than the full compensation due to a member of the Asciano Group where the financial impact of the compromise on the Asciano Group is more than A\$50,000,000 (individually or in aggregate);
19	a member of the Asciano Group: <ul style="list-style-type: none"> • terminating any Material Contract; or • varying, amending or modifying any Material Contract;
20	a member of the Asciano Group entering into, or resolving to enter into, a transaction with any related party of Asciano (other than a related party that is a member of the Asciano Group), as defined in section 228 of the Corporations Act;
21	a member of the Asciano Group amending in any material respect any agreement or arrangement with a Financial Advisor, or entering into an agreement or arrangement with a new Financial Advisor, in respect of the Transaction or a Competing Proposal;
22	a member of the Asciano Group paying any of its directors,



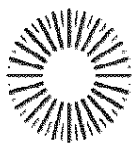
Term	Meaning
	<p>officers or senior executives a termination or retention payment, other than in accordance with contractual arrangements in effect on the date of this deed and which are contained in Asciano's Disclosure Materials in excess of \$5,000,000 (in aggregate) and in respect of which Asciano has consulted with Brookfield;</p> <p>23 the occurrence of any review event or event of default after the date of this deed under any third party loan to Asciano or a Subsidiary and the taking of any step by any lender thereunder to enforce the terms thereof and which results, or is reasonably likely to result, in an Asciano Material Adverse Change;</p> <p>24 Asciano Shares cease to be quoted on the ASX; or</p> <p>25 Asciano contravenes the Corporations Act, and such contravention results in an Asciano Material Adverse Change.</p>
Asciano Regulated Event	<p>other than as:</p> <ol style="list-style-type: none"> 1 required or permitted by this deed, the Scheme or the transactions contemplated by either; 2 Fairly Disclosed in Asciano's Disclosure Materials; 3 agreed to in writing by Brookfield; or 4 Fairly Disclosed by Asciano in an announcement made by Asciano to ASX, or a document lodged by it with ASIC, since 1 January 2014, <p>the occurrence of any of the following:</p> <ol style="list-style-type: none"> 1 a member of the Asciano Group commencing business activities of a nature not already carried out as at the date of this deed, whether by way of acquisition or otherwise; 2 a member of the Asciano Group, other than in the ordinary course of business, entering into a contract or commitment restraining a member of the Asciano Group from competing with any person or conducting activities in any market; 3 a member of the Asciano Group providing financial accommodation other than to members of the Asciano Group (irrespective of what form that accommodation takes) in excess of A\$50,000,000 (individually or in aggregate); 4 a member of the Asciano Group entering into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments other than in the ordinary course of business; 5 a member of the Asciano Group entering into or materially altering, varying or amending any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or employees, or accelerating or otherwise materially increasing compensation or benefits for any of the above, in each case other than pursuant to:



Term	Meaning
	<ul style="list-style-type: none"> contractual arrangements in effect on the date of this deed and which are contained in Asciano's Disclosure Materials; or Asciano's policies and guidelines in effect on the date of this deed and which are contained in Asciano's Disclosure Materials, <p>provided that in order for increases in compensation or benefits to fall within the above carve-outs, the aggregate of all such increases must be no greater than A\$[10,000,000]; [Note to Asciano: Clarification.]</p> <p>6 a member of the Asciano Group entering into any enterprise bargaining agreement other than in the ordinary course of business or pursuant to contractual arrangements in effect on the date of this deed and which are contained in Asciano's Disclosure Materials;</p> <p>7 a member of the Asciano Group changing any accounting policy applied by them to report their financial position other than any change in policy required by a change in accounting standards; or</p> <p>8 a member of the Asciano Group doing anything that would result in a change in the Asciano Consolidated Tax Group.</p>
Asciano Registry	Computershare Investor Services Pty Ltd ACN 078 279 277.
Asciano Representations and Warranties	the representations and warranties of Asciano set out in Schedule 3.
Asciano Right	<p>either:</p> <ul style="list-style-type: none"> a performance right or a deferred right granted pursuant to the Asciano Executive Incentive Plan Rules; or a performance right granted pursuant to the Asciano Long Term Incentive Plan Rules.
Asciano Share	a fully paid ordinary share in the capital of Asciano.
Asciano Shareholder	each person who is registered as the holder of an Asciano Share in the Asciano Share Register.



Term	Meaning
Asciano Share Register	the register of members of Asciano maintained in accordance with the Corporations Act.
ASIC	the Australian Securities and Investments Commission.
Associate	has the meaning set out in section 12 of the Corporations Act, as if subsection 12(1) of the Corporations Act included a reference to this deed and Asciano was the designated body.
ASX	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
AUD Value of a BIP Interest	<p>the Australian dollar value of a BIP Interest, which, for any calendar day (Sydney time), is determined by reference to:</p> <ul style="list-style-type: none"> the closing price of a BIP Interest on the New York Stock Exchange for the previous calendar day (New York time); and the USD / AUD Reference Rate for that calendar day (Sydney time).
BAM	Brookfield Asset Management Inc.
BIF	Brookfield Infrastructure Fund II and any subsequent similar fund exclusively managed by Brookfield or its Affiliates.
BILP	Brookfield Infrastructure L.P.
BIP or Brookfield	BIPL in its capacity as general partner of Brookfield Infrastructure Partners L.P. or, where appropriate, Brookfield Infrastructure Partners L.P.
BIP Group	Brookfield, BIP and each person that BIP directly or indirectly controls (where "control" has the meaning given to it in the definition of "Affiliate") and a reference to a ' BIP Group Member ' or a ' member of the BIP Group ' is to BIP and any such controlled person.
BIP Interest	a fully paid limited partnership interest in Brookfield Infrastructure Partners L.P. and referred to as an "Equity Unit" in Brookfield's Limited Partnership Agreement, as amended.



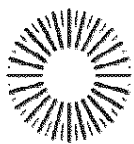
Term	Meaning
BIPL	Brookfield Infrastructure Partners Limited, a Bermuda exempted limited company.
Brookfield or BIP	BIPL in its capacity as general partner of Brookfield Infrastructure Partners L.P. or, where appropriate, Brookfield Infrastructure Partners L.P.
Brookfield EBITDA	proportionate net income excluding the impact of depreciation and amortization, income taxes, interest expense, breakage and transaction costs, non-cash valuation gains or losses, other cash income or expenses and other items, as defined in financial policies stated in the BIP's 2014 20-F. For the avoidance of doubt, this shall include proportionate consolidation of associates and equity accounted interests.
Brookfield Group	collectively BIP, BAM and BIF and each of their Affiliates, and a reference to a ' Brookfield Group Member ' or a ' member of the Brookfield Group ' is to any of those persons.
Brookfield Indemnified Parties	BAM, its Affiliates and their respective directors, officers and employees.
Brookfield Information	<p>information regarding the BIP Group, and the merged Asciano–Brookfield entity following implementation of the Scheme (including Brookfield's intentions in relation to the matters referred to in paragraph 8310 of Schedule 8 to the Corporations Regulations), provided by Brookfield to Asciano in writing for inclusion in the Scheme Booklet which sets out the information on those subjects prescribed by the Corporations Act and the Corporations Regulations 2001 (Cth), and any other information on those subjects that is material to the making of a decision by Asciano Shareholders whether or not to vote in favour of the Scheme being, in each case, information that is within the knowledge of Brookfield (excluding any information provided by Asciano to Brookfield and used by Brookfield for the purposes of preparation of the Brookfield Information or obtained from Asciano's public filings on ASX and ASIC contained in, or used in the preparation of, the information regarding the merged Asciano–Brookfield entity following implementation of the Scheme).</p> <p>For the avoidance of doubt, the Brookfield Information:</p> <ol style="list-style-type: none"> 1 includes any statements of fact about Brookfield or BIP Interests, including details of the risks and benefits associated with BIP Interests; but 2 excludes the Asciano Information, the Independent Expert's Report and any investigating accountant's report.



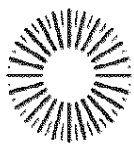
Term	Meaning
Brookfield Material Adverse Change	<p>an event, change, condition, matter, circumstance or thing occurring before, on or after the date of this deed (each a Specified Event) which, whether individually or when aggregated with all such events, changes, conditions, matters, circumstances or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:</p> <ol style="list-style-type: none"> 1 a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the BIP Group taken as a whole; or 2 without limiting the generality of paragraph 1 above: <ul style="list-style-type: none"> • the effect of a diminution in the value of the consolidated net tangible assets of BIP by at least 20% against what it would reasonably have been expected to have been but for such Specified Event; or • the effect of a diminution in the consolidated Brookfield EBITDA of BIP by at least 20% in any financial year for the BIP Group against what they would reasonably have been expected to have been but for such Specified Event, <p>other than those events, changes, conditions, matters, circumstances or things:</p> 3 required or permitted by this deed, the Scheme or the transactions contemplated by either; 4 that are Fairly Disclosed in Brookfield's Disclosure Materials; 5 agreed to in writing by Asciano; 9 that Brookfield Fairly Disclosed in a document lodged by it with the Canadian securities regulatory authorities or the U.S. Securities and Exchange Commission, since 1 January 2014; 6 resulting from changes in law or in general economic, political or business conditions; or 7 resulting from any change occurring directly as a result of a general deterioration in equity markets, interest rates, exchange rates or credit spreads, that impacts BIP and its competitors in a similar manner.
Brookfield Permitted Distribution	quarterly distributions paid by BIP of US\$0.53 cents for Q3 and Q4 2015.
Brookfield Prescribed Occurrence	<p>other than as:</p> <ol style="list-style-type: none"> 1 required or permitted by this deed, the Scheme or the transactions contemplated by either; 2 Fairly Disclosed in Brookfield's Disclosure Materials; 3 agreed to in writing by Asciano (such agreement not to be unreasonably withheld or delayed); or 4 Fairly Disclosed by Brookfield in an announcement made by Brookfield to the Toronto Stock Exchange or the New York



Term	Meaning
	<p>Stock Exchange, or a document lodged by it with any Canadian or U.S. securities regulatory authorities, since 1 January 2014;</p> <p>the occurrence of any of the following (and, for the avoidance of doubt, in the case of any occurrence subject to a monetary threshold, the monetary threshold stated will be exclusive of and in addition to any amount required, permitted, agreed to or disclosed as provide above):</p> <ol style="list-style-type: none"> 5 BIP converting all or any of the BIP Interests into a larger or smaller number of BIP Interests; 6 BIP reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of the BIP Interests (but not including purchases under BIP's normal course issuer bid approved by TSX); 7 except for issuance on ordinary commercial terms (which terms are considered by the board of BIP's General Partner to be in BIP's best interests) to raise up to US\$1 billion in aggregate, or the issuance to BAM in connection with this Transaction which has been Fairly Disclosed to Asciano prior to execution of this deed, BIP issuing BIP Interests, or granting an option over BIP Interests, or agreeing to make such an issue or grant such an option, or announcing an intention to do any of the above; 8 the Brookfield Representation and Warranty in paragraph (o) of Schedule 2 being inaccurate; 9 BIP making any material change to its limited partnership agreement or any other constitutional document; 10 BIP declaring, paying or distributing any dividend, bonus or other share of its profits or assets or returning any capital to its members, or agreeing or announcing an intention to do any of the above, other than a Brookfield Permitted Distribution [Note to Asciano: Brookfield considering appropriate mechanism should closing be delayed into March 2016.]; 11 BIP or a Subsidiary disposing, or agreeing to dispose, of the whole, or a substantial part, of the BIP Group's business or property; 12 an Insolvency Event occurs in relation to BIP or a material Subsidiary; 13 another entity replaces BIPL as the general partner of BIP (except another member of the Brookfield Group); 14 the occurrence of any review event or event of default under any third party loan to BIP or a material Subsidiary and the taking of any step by any lender thereunder to enforce the terms thereof and which results, or is reasonably likely to result, in a Brookfield Material Adverse Change; 15 BIP Interests cease to be quoted on either of the New York Stock Exchange and the Toronto Stock Exchange; 16 BIP contravenes the Limited Partnership Act 1883 of Bermuda, the Partnership Act 1902 of Bermuda or the Exempted Partnerships Act 1992 of Bermuda, and in each case such contravention results in a Brookfield Material Adverse Change;



Term	Meaning
	<p>or</p> <p>17 the reorganization, amalgamation, or merger of BIP or any of its Subsidiaries with any other person other than any direct or indirect, wholly-owned Subsidiary of BILP, and in the case of a Subsidiary, where such reorganization, amalgamation, or merger results, or is reasonably likely to result, in a Brookfield Material Adverse Change.</p>
Brookfield Registry	A professional registry organisation appointed by Brookfield (expected to be Computershare Investor Services Pty Ltd ABN 80 78 279 277).
Brookfield Representations and Warranties	the representations and warranties of Brookfield set out in Schedule 2.
Brookfield Sub	Nitro Corporation Pty Ltd ACN 607 605 701.
Business Day	a day that is not a Saturday, Sunday or a public holiday or bank holiday in Sydney.
Claim	<p>any claim, demand, legal proceedings or cause of action (including any claim, demand, legal proceedings or cause of action:</p> <ol style="list-style-type: none"> 1 based in contract, including breach of warranty; 2 based in tort, including misrepresentation or negligence; 3 under common law or equity; or 4 under statute, including the Australian Consumer Law (being Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth) (CCA)) or Part VI of the CCA, or like provision in any state or territory legislation, <p>in any way relating to this deed or the Transaction, and includes a claim, demand, legal proceedings or cause of action arising under an indemnity in this deed.</p>
Competing Proposal	<p>any proposal, agreement, arrangement or transaction, which, if entered into or completed, would result in a Third Party (either alone or together with any Associate):</p> <ol style="list-style-type: none"> 1 directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the Asciano Shares or of the share capital of any material Subsidiary of Asciano; 2 acquire Control of Asciano or any material Subsidiary of



Term	Meaning
	<p>Asciano;</p> <p>3 directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire, a legal, beneficial or economic interest in, or control of, all or a material part of Asciano's business or assets or the business or assets of the Asciano Group;</p> <p>4 otherwise directly or indirectly acquire or merge with Asciano or a material Subsidiary of Asciano; or</p> <p>5 require Asciano to abandon, or otherwise fail to proceed with, the Transaction,</p> <p>whether by way of takeover bid, members' or creditors' scheme of arrangement, shareholder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement (and includes any variation of an earlier Competing Proposal).</p>
Condition Precedent	each of the conditions set out in clause 3.1.
Confidentiality Agreement	the confidentiality agreement between Brookfield Infrastructure Group (Australia) Pty Limited and Asciano Executive Services Pty Ltd dated 15 June 2015, as amended.
Control	has the meaning given in section 50AA of the Corporations Act.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Corporations Regulations	the <i>Corporations Regulations 2001</i> (Cth).
Court	the Federal Court of Australia (Sydney registry) or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Brookfield and Asciano.
Deed Poll	a deed poll substantially in the form of Attachment 3 under which Brookfield and Brookfield Sub each covenants in favour of the Scheme Shareholders to perform the obligations attributed to Brookfield and Brookfield Sub under the Scheme.



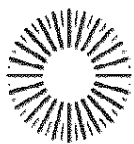
Term	Meaning
Director Asciano Share	<p>any Asciano Share:</p> <ol style="list-style-type: none"> held by or on behalf of an Asciano Board Member; or listed as an indirect interest in an Appendix 3X or Appendix 3Y lodged by Asciano with ASX in respect of any Asciano Board Member.
Disclosure Letter	the letter identified as such provided by Asciano to Brookfield and countersigned by Brookfield on or about the date of this deed.
Disclosure Materials	<p>In respect of Asciano:</p> <ol style="list-style-type: none"> the documents and information contained in the data room made available by Asciano to Brookfield and its Related Persons, the index of which has been initialled by, or on behalf of, the parties for identification; the document containing the written responses from Asciano and its Related Persons to requests for further information made by Brookfield and its Related Persons, a copy of which has been initialled by, or on behalf of, the parties for identification; and the Disclosure Letter; and <p>in respect of Brookfield:</p> <ol style="list-style-type: none"> the documents and information contained in the data room made available by Brookfield to Asciano and its Related Persons, the index of which has been initialled by, or on behalf of, the parties for identification; and the document containing the written responses from Brookfield and its Related Persons to requests for further information made by Asciano and its Related Persons, a copy of which has been initialled by, or on behalf of, the parties for identification.
Effective	when used in relation to the Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to the Scheme.
Effective Date	the date on which the Scheme becomes Effective.
Election Form	has the meaning set out in clause 4.4(a).
Election Time	the date which is 2 Business Days prior to the Scheme Record Date (unless ASIC requires an earlier date, in which case such earlier date shall apply) or any other date agreed between the



Term	Meaning
	parties.
End Date	the date which is 6 months after the date of this deed, or such other later date as agreed in writing by the parties.
Excluded Shareholder	any Asciano Shareholder who is a member of the Brookfield Group or any Asciano Shareholder who holds any Asciano Shares on behalf of, or for the benefit of, any member of the Brookfield Group and does not hold Asciano Shares on behalf of, or for the benefit of, any other person.
Exclusivity Period	the period from and including the date of this deed to the earlier of: <ol style="list-style-type: none"> 1 the date of termination of this deed; 2 the End Date; and 3 the Effective Date.
Fairly Disclosed	a reference to 'Fairly Disclosed' means publicly disclosed to the Canadian securities regulatory authorities or to the U.S. Securities and Exchange Commission, publicly disclosed to the ASX or disclosed to the relevant party or its Related Persons to the extent that, and in sufficient detail so as to enable, a reasonable person (or one of its Related Persons) experienced in transactions similar to the Transaction and experienced in a business similar to any business conducted by the Asciano Group or BIP Group (as appropriate), to identify the nature and scope of the relevant matter, event or circumstance.
Financial Advisor	any financial advisor retained by a party in relation to the Transaction or a Competing Proposal from time to time.
Financial Indebtedness	any debt or other monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any: <ol style="list-style-type: none"> 1 bill, bond, debenture, note or similar instrument; 2 acceptance, endorsement or discounting arrangement; 3 guarantee; 4 finance or capital lease; 5 agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service; or 6 obligation to deliver goods or provide services paid for in advance by any financier.



Term	Meaning
First Court Date	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
Government Agency	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including a stock or other securities exchange, or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
Implementation Date	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as the parties agree in writing.
Independent Expert	the independent expert in respect of the Scheme appointed by Asciano.
Independent Expert's Report	means the report to be issued by the Independent Expert in connection with the Scheme.
Ineligible Foreign Shareholder	a Scheme Shareholder whose address shown in the Asciano Share Register on the Scheme Record Date is a place outside Australia and its external territories, New Zealand, the United States or Canada, unless Brookfield determines that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New BIP Interests when the Scheme becomes Effective.
Insolvency Event	means, in relation to an entity: <ol style="list-style-type: none"> 1 the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity; 2 a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets; 3 the entity executing a deed of company arrangement; 4 the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of this deed; 5 the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation) or is otherwise presumed to be insolvent under the Corporations Act



Term	Meaning
	<p>unless the entity has, or has access to, committed financial support from its parent entity such that it is able to pay its debts; or</p> <p>6 the entity being deregistered as a company or otherwise dissolved.</p>
Investigating Accountant	Deloitte Corporate Finance Pty Ltd.
Listing Rules	the official listing rules of ASX.
Marketable Parcel	has the meaning given in the Scheme.
Material Contract	any agreement, contract, deed or other arrangement or instrument to which a member of the Asciano Group is a party that is identified as such in the Disclosure Letter. [Note: Brookfield to propose definition of Material Contracts]
Maximum Cash Consideration	has the meaning given in the Scheme.
Maximum Scrip Consideration	has the meaning given in the Scheme.
New BIP Interest	a BIP Interest issued under the Scheme.
Operating Rules	the official operating rules of ASX.
RG 60	Regulatory Guide 60 issued by ASIC in September 2011.
Registered Address	in relation to an Asciano Shareholder, the address shown in the Asciano Share Register as at the Scheme Record Date.
Regulator's Draft	the draft of the Scheme Booklet in a form which is agreed to between the parties and that is provided to ASIC for approval pursuant to subsection 411(2) of the Corporations Act.
Regulatory Approval	an approval or consent set out in clause 3.1(a).



Term	Meaning
Reimbursement Fee	\$88 million.
Related Bodies Corporate	has the meaning set out in section 50 of the Corporations Act, except that the term "subsidiary" used in the Corporations Act shall have the meaning ascribed to the term "Subsidiary" in this deed.
Related Person	<ol style="list-style-type: none"> 1 in respect of a party or its Related Bodies Corporate, each director, officer, employee, advisor, agent or representative of that party or Related Body Corporate; 2 in respect of Brookfield (and in addition to those persons in item 1 of this definition), each person with whom Brookfield proposes to invest in Asciano (including any other shareholder in Brookfield Sub) and each director, officer, employee, advisor agent or representative of that person; and 3 in respect of a Financial Advisor, each director, officer, employee or contractor of that Financial Advisor.
Relevant Interest	has the meaning given in sections 608 and 609 of the Corporations Act.
Scheme	the scheme of arrangement under Part 5.1 of the Corporations Act between Asciano and the Scheme Shareholders, the form of which is attached as Attachment 2, subject to any alterations or conditions as agreed between the parties in writing or made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by Brookfield and Asciano.
Scheme Booklet	<p>the scheme booklet to be prepared by Asciano in respect of the Transaction in accordance with clause 5.1(a) in a form agreed between the parties to be despatched to the Asciano Shareholders and which must include or be accompanied by:</p> <ul style="list-style-type: none"> • a copy of the Scheme; • an explanatory statement complying with the requirements of the Corporations Act, the Corporations Regulations and RG 60; • the Independent Expert's Report; • a copy or summary of this deed; • a copy of the executed Deed Poll; • a notice of meeting; • a proxy form; and • an Election Form.
Scheme Consideration	has the meaning given in the Scheme.



Term	Meaning
Scheme Meeting	the meeting of Asciano Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
Scheme Record Date	5.00pm on the tenth Business Day after the Effective Date or such other time and date as the parties agree in writing.
Standard Consideration	has the meaning given in the Scheme.
Scheme Shares	all Asciano Shares held by the Scheme Shareholders as at the Scheme Record Date.
Scheme Shareholder	a holder of Asciano Shares recorded in the Asciano Share Register as at the Scheme Record Date (other than an Excluded Shareholder).
Second Court Date	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
Security Interest	has the meaning given in section 51A of the Corporations Act.
Special Dividend Payment Date	any date which is after the Special Dividend Record Date and before the Scheme Record Date and otherwise agreed between the parties.
Special Dividend Record Date	5.00pm on a date which is at least two days prior to the Scheme Record Date and otherwise agreed between the parties.
Subsidiary	<p>in relation to an entity, has the meaning given in Division 6 of Part 1.2 of the Corporations Act but so that:</p> <ol style="list-style-type: none"> 1 an entity will also be deemed to be a "Subsidiary" of an entity if that entity is required by the accounting standards to be consolidated with that entity; 2 a trust or fund may be a "Subsidiary", for the purposes of which



Term	Meaning
	<p>any units or other beneficial interests will be deemed shares; or</p> <p>3 a corporation or trust or fund may be a "Subsidiary" of a trust or fund if it would have been a Subsidiary if that trust or fund were a corporation.</p>
Superior Proposal	<p>a bona fide Competing Proposal of the kind referred to in any of paragraphs 2, 3 or 4 of the definition of Competing Proposal (and not resulting from a breach by Asciano of any of its obligations under clause 11 of this deed (it being understood that any actions by the Related Persons of Asciano in breach of clause 11 shall be deemed to be a breach by Asciano for the purposes hereof)) which the Asciano Board, acting in good faith, and after receiving written legal advice from its external legal advisor and written advice from its financial advisor, determines:</p> <ol style="list-style-type: none"> 1 is reasonably capable of being valued and completed in a timely fashion taking into account all aspects of the Competing Proposal including any timing considerations, any conditions precedent or other matters affecting the probability of the Competing Proposal being completed, and the identity of the proponent; 2 would, if completed substantially in accordance with its terms, be more favourable to Asciano Shareholders (as a whole) than the Transaction (as the Transaction has been amended or varied following application of the matching right set out in clause 11.4, if applicable), taking into account all terms and conditions of the Competing Proposal (including, consideration, conditionality, funding, certainty and timing). <p>For the avoidance of doubt, a Competing Proposal will not constitute a Superior Proposal if its terms and conditions are substantively similar to any proposal that Asciano received, negotiated or was otherwise involved with at any time before the date of this deed.</p>
Tax Act	the <i>Income Tax Assessment Act 1997</i> (Cth).
Third Party	a person other than Brookfield and its Associates.
Timetable	the indicative timetable for the implementation of the Transaction set out in Attachment 1.
Transaction	the acquisition of the Scheme Shares by Brookfield Sub through implementation of the Scheme in accordance with the terms of this deed.
USD/AUD Reference	the USD/AUD Hedge Settlement Rate WM/Reuters USD/AUD



Term	Meaning
Rate	(HSRA) with a specified time of 10:00 a.m. Sydney time.

2 Interpretation

2.1 Interpretation

In this deed:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency, as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to this deed;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to the lawful currency of Australia;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Sydney, New South Wales;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1 of this Schedule 1, has the same meaning when used in this deed;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;



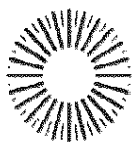
- (p) a reference to a body (including an institute, association or authority), other than a party to this deed, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (q) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (r) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (s) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (t) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (u) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and
- (v) a reference to the Listing Rules and the Operating Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

2.2 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

2.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.



Schedule 2

Brookfield Representations and Warranties

Brookfield represents and warrants to Asciano (in its own right and separately as trustee or nominee for each of the other Asciano Indemnified Parties) that:

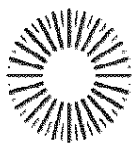
- (a) **Brookfield Information:** the Brookfield Information provided for inclusion in the Scheme Booklet, as at the date the Scheme Booklet is despatched to Asciano Shareholders, will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion having being formed on a reasonable basis), including by way of omission from that statement;
- (b) **basis of Brookfield Information:** the Brookfield Information:
 - (1) will be provided to Asciano in good faith and on the understanding that Asciano and each other Asciano Indemnified Party will rely on that information for the purposes of preparing the Scheme Booklet and proposing the Scheme; and
 - (2) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules,

and all information provided by Brookfield to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report;
- (c) **new information:** it will, as a continuing obligation, provide to Asciano all further or new information which arises after the Scheme Booklet has been despatched to Asciano Shareholders (other than Excluded Shareholders) until the date of the Scheme Meeting which is necessary to ensure that the Brookfield Information is not misleading or deceptive (including by way of omission);
- (d) **validly existing:** BIPL is a validly existing corporation registered under the laws of its place of incorporation and BIP is a limited partnership validly existing under the laws of the place of its formation;
- (e) **authority:** the execution and delivery of this deed has been properly authorised by all necessary corporate action of Brookfield;
- (f) **power:** BIPL has full capacity, corporate power and lawful authority to execute, deliver and perform this deed on behalf of BIP and no approvals of any BIPL or BIP securityholders are required to do so;
- (g) **no default:** this deed does not conflict with or result in the breach of or a default under:
 - (1) any provision of the limited partnership agreement governing BIP, or the articles or by-laws of BIPL, as amended; or
 - (2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it or any other BIP Group Member is bound



it is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed; [**Note: We understand that Brookfield will not provide a Disclosure Letter**]

- (h) **deed binding:** as a continuing obligation, this deed is a valid and binding obligation of BIPL in its capacity as general partner of BIP, enforceable in accordance with its terms;
- (i) **continuous disclosure:** on the date of this deed, the First Court Date, the date the Explanatory Memorandum is despatched, the date of the Scheme Meeting, and the Second Court Date, BIPL has complied in all material respects with its:
 - (1) continued listing under the Toronto Stock Exchange Company Manual; and
 - (2) disclosure and material information reporting obligations under the New York Stock Exchange Listed Company Manual; and
 - (3) obligations to file with all applicable governmental entities true and complete copies of the public disclosure documents that Brookfield is required to file under applicable Canadian and U.S. securities laws, and, such documents, at the time filed: (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and Brookfield has not filed any confidential material change report with any applicable governmental entity which at the date hereof remains confidential;
- (j) **capital structure:** as a continuing obligation, its capital structure, including all issued securities as at the date of this deed, is as set out in Schedule 4 and it has not issued or granted (or agreed to issue or grant) any other securities, options, warrants, performance rights or other instruments which are still outstanding and may convert into BIP Interests [other than as set out in Schedule 4] and it is not under any obligation to issue or grant, and no person has any right to call for the issue or grant of, any BIP Interests, options, warrants, performance rights or other securities or instruments in BIP;
- (k) **Brookfield Sub:** Brookfield Sub will be a BIP Group Member;
- (l) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to it, nor has any regulatory action of any nature of which it is aware been taken that would prevent or restrict its ability to fulfil its obligations under this deed;
- (m) **compliance:** each member of the BIP Group has complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign Government Agencies having jurisdiction over them and have all material licenses, authorisations and permits necessary for them to conduct the business of the BIP Group as presently being conducted;
- (n) **New BIP Interests:** the New BIP Interests to be issued in accordance with clause 4.3 and the terms of the Scheme will be duly authorised and validly issued or transferred, fully paid and free of all security interests and third party rights and will rank equally with all other BIP Interests then on issue;
- (o) **sufficient funding:** Brookfield has sufficient cash reserves (whether from internal cash reserves or external debt and/or equity funding arrangements) available to it on an unconditional basis (excepting conditions under the control of Brookfield, or conditions relating to, or which will cease to apply or be satisfied following, Court approval) to meet its obligations to pay the Scheme



HERBERT
SMITH
FREEHILLS

Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll;

- (p) **Disclosure Materials:** it has collated and prepared all of its Disclosure Materials in good faith in response to particular written requests for information from Asciano for the purposes of a due diligence process and in this context, as far as Brookfield is aware, its Disclosure Materials have been collated with all reasonable care and skill;
- (q) **all information:** it is not aware of any information relating to the BIP Group or its respective businesses or operations (having made reasonable enquiries) as at the date of this deed that has or could reasonably be expected to give rise to a Brookfield Material Adverse Change that has not been publicly disclosed in a document, schedule, report or form furnished or filed with the Canadian or U.S. securities regulatory authorities or included in its Disclosure Materials; and
- (r) **not misleading:** all information it has provided to the Independent Expert, pursuant to clause 5.2(c) or otherwise, or to Asciano, is accurate and not misleading in a material respect, and it has not omitted any information required to make the information provided to the Independent Expert or Asciano not misleading in a material respect.



Schedule 3

Asciano Representations and Warranties

Asciano represents and warrants to Brookfield (in its own right and separately as trustee or nominee for each of the other Brookfield Indemnified Parties) that:

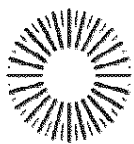
- (a) **Asciano Information:** the Asciano Information contained in the Scheme Booklet, as at the date the Scheme Booklet is despatched to Asciano Shareholders, will not contain any statement which is materially misleading or deceptive (with any statement of belief or opinion having been formed on a reasonable basis), including by way of omission from that statement;
- (b) **basis of Asciano Information:** the Asciano Information:
 - (1) will be prepared and included in the Scheme Booklet in good faith and on the understanding that Brookfield and each other Brookfield Indemnified Party will rely on that information for the purpose of determining to proceed with the Transaction; and
 - (2) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules,

and all information provided by Asciano to the Independent Expert will be provided in good faith and on the understanding that the Independent Expert will rely on that information for the purpose of preparing the Independent Expert's Report;
- (c) **new information:** it will, as a continuing obligation (but in respect of the Brookfield Information, only to the extent that Brookfield provides Asciano with updates to the Brookfield Information), ensure that the Scheme Booklet is updated (or, if the parties agree, the market is otherwise informed by way of announcement) to include all further or new information which arises after the Scheme Booklet has been despatched to Asciano Shareholders (other than Excluded Shareholders) until the date of the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive (including by way of omission);
- (d) **validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (e) **authority:** the execution and delivery of this deed has been properly authorised by all necessary corporate action of Asciano;
- (f) **power:** it has full capacity, corporate power and lawful authority to execute, deliver and perform this deed;
- (g) **no default:** this deed does not conflict with or result in the breach of or a default under:
 - (1) any provision of Asciano's constitution; or
 - (2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or subject or by which it or any other Asciano Group Member is bound,



and other than as Fairly Disclosed in its Disclosure Letter it is not otherwise bound by any agreement that would prevent or restrict it from entering into or performing this deed;

- (h) **deed binding:** as a continuing obligation, this deed is a valid and binding obligation of Asciano, enforceable in accordance with its terms;
- (i) **continuous disclosure:** on the date of this deed, the First Court Date, the date the Explanatory Memorandum is despatched, the date of the Scheme Meeting, and the Second Court Date, Asciano has complied in all material respects with its continuous disclosure obligations under Listing Rule 3.1 and it is not relying on the carve-out in Listing Rule 3.1A to withhold any material information from public disclosure;
- (j) **capital structure:** as a continuing obligation, its capital structure, including all issued securities as at the date of this deed, is as set out in Schedule 4 and it has not issued or granted (or agreed to issue or grant) any other securities, options, warrants, performance rights or other instruments which are still outstanding and may convert into Asciano Shares other than as set out in Schedule 4 and it is not under any obligation to issue or grant, and no person has any right to call for the issue or grant of, any Asciano Shares, options, warrants, performance rights or other securities or instruments in Asciano other than as Fairly Disclosed in its Disclosure Letter or this agreement or otherwise as required by this deed;
- (k) **interest:** any company, partnership, trust, joint venture or other enterprise in which Asciano or another Asciano Group Member owns or has a material interest in is as notified in writing by Asciano to Brookfield prior to entry into this deed;
- (l) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to it or another Asciano Group Member, nor has any regulatory action of any nature of which it is aware been taken that would prevent or restrict its ability to fulfil its obligations under this deed;
- (m) **compliance:** each member of the Asciano Group has complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign Government Agencies having jurisdiction over them and have all material licenses, authorisations and permits necessary for them to conduct the business of the Asciano Group as presently being conducted;
- (n) **advisors:** it has provided complete and accurate information regarding fee levels (and the basis on which fees are calculated) in all retainers and mandates with Financial Advisors and fee estimates for other advisors in relation to the Scheme and any Competing Proposals or any other transaction where such retainer or mandate is current, or under which the Asciano Group still has obligations, and it has provided complete copies of all of the relevant retainers, mandates and engagement letters;
- (o) **Disclosure Materials:** it has collated and prepared all of its Disclosure Materials in good faith in response to particular written requests for information from Brookfield for the purposes of a due diligence process and in this context, as far as Asciano is aware, its Disclosure Materials have been collated with all reasonable care and skill;
- (p) **all information:** it is not aware of any information relating to the Asciano Group or its respective businesses or operations (having made reasonable enquiries) as at the date of this deed that has or could reasonably be expected to give rise to an Asciano Material Adverse Change that has not been publicly disclosed in



HERBERT
SMITH
FREEHILLS

a document, schedule, report or form furnished or filed with ASX or ASIC or in its Disclosure Materials; and

- (q) **not misleading**: all information it has provided to the Independent Expert, pursuant to clause 5.1(p) or otherwise, or to Brookfield, is accurate and not misleading in a material respect, and it has not omitted any information required to make the information provided to the Independent Expert or Brookfield not misleading in a material respect.



Schedule 4

Capital details

Asciano Limited

Security	Total number on issue
----------	-----------------------

Asciano Shares	975,385,664
----------------	-------------

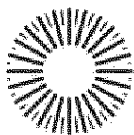
Asciano Rights	As set out in Schedule 6
----------------	--------------------------

Brookfield Infrastructure Partners L.P.

Security	Total number on issue
----------	-----------------------

[insert]	[insert]
----------	----------

[insert]	[insert]
----------	----------



HERBERT
SMITH
FREEHILLS

Schedule 5

Third party consents

All approvals or consents which the parties have agreed in the Disclosure Letter are necessary to implement the Scheme in respect of Port Botany and Port of Brisbane / Fisherman's Island . [***Note to Asciano. Explicit consents are set out in the Disclosure Letter.***]

Schedule 6

Asciano Rights [*Note to Asciano: Being checked.*]

Asciano Right	Number of Asciano Rights granted and outstanding, or anticipated to be granted and outstanding, prior to the Effective Date	Number of Asciano Rights which may vest and/or in respect of which restrictions on exercise may be waived on or prior to the Effective Date	Number of Asciano Rights to be cancelled on or prior to the Effective Date
FY13 Long Term Incentive Plan	480,871	480,871	0
FY14 Long Term Incentive Plan	860,401	848,513	11,888
FY15 Long Term Incentive Plan	867,855	857,851	10,004
FY16 Long Term Incentive Plan	652,157	108,693	543,464
FY 14 Short Term Incentive Plan – Tranche 2	207,959	207,959	0
FY 15 Short Term Incentive Plan – Tranche 1	173,174	173,174	0
FY 15 Short Term Incentive Plan – Tranche 2	173,172	173,172	0
Total	3,415,589	2,850,233	565,356



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Signed sealed and delivered for
Brookfield Infrastructure Partners
 by its general partner
Brookfield Infrastructure Partners Limited
 by its duly authorised representatives:

<i>sign here</i> ►	_____	_____
	Representative	Representative
<i>print name</i>	_____	_____
<i>print office</i>	_____	_____

in the presence of

<i>sign here</i> ►	_____	_____
	Witness	Witness
<i>print name</i>	_____	_____
<i>print office</i>	_____	_____

Signed sealed and delivered by
Asciano Limited
 by

<i>sign here</i> ►	_____
	Company Secretary/Director
<i>print name</i>	_____

<i>sign here</i> ►	_____
	Director
<i>print name</i>	_____



Attachment 1

Indicative Timetable

Event	Date
Announcement and signing of scheme implementation deed	18 August
Scheme Booklet provided to ASIC in draft	7 September
First Court Date	28 September
Scheme Meeting	10 November
Second Court hearing	17 November
Effective Date	18 November
Special Dividend Record Date	25 November
Special Dividend Payment Date	30 November
Election Date	30 November
Scheme Record Date	2 December
Implementation Date	9 December



HERBERT
SMITH
FREEHILLS

Attachment 2

Scheme of arrangement

[Attached]



HERBERT
SMITH
FREEHILLS

Attachment 3

Deed poll

[Attached]

Execution Copy**Schedule "B"**
Investors

Investor²	Equity (AUD\$) (in millions)			Equity Interest in Investco (%)
	Low Scenario	Mid Scenario	High Scenario	
BIF (or any of its subsidiaries or related entities)	\$1,465.9	\$1,481.6	\$1,543.4	21.5%
BIP (or any of its subsidiaries or related entities)	\$3,170.5	\$3,204.4	\$3,338.1	46.5%
Brookfield Asset Management Inc. and/or any of its subsidiaries or affiliates, including (without limitation) its subsidiary entities, and other funds and vehicles managed by any of them ³	\$681.8	\$689.1	\$717.9	10.0%
Buckland Investment Pte Ltd (through one or more affiliate entities)	\$750.0	\$758.0	\$789.7	11.0%
British Columbia Investment Management Corporation, in its capacity as trustee of the Strategic Infrastructure Investment Fund	\$750.0	\$758.0	\$789.7	11.0%
Total:	\$6,818	\$6,891	\$7,179	100%

Note: This table is based on best estimates of the sources of funds required to complete the Transaction as at the date hereof, as reflected in the Illustrative Sources and Uses Table attached hereto as Schedule "D", and Brookfield undertakes to inform all Co-Investors of any changes to such estimates as promptly as practicable. The above-listed equity interest percentages assume that each Investor funds its pro rata share of the total equity requirement. These percentages could change if additional equity beyond the Investor's Commitment is required to complete the Transaction. If an Investor's Pro Rata Portion of such additional equity would exceed the Subscription Price, such Investor will be given the opportunity, but cannot be compelled, to fund such excess amount; provided however, that if the Investor chooses not to fund such excess amount then BIF and/or one of the other Co-Investors may fund such amount and the Investor's proportionate interest in Investco would be diluted accordingly. For the avoidance of doubt, the final equity interest percentage of an Investor will be determined based on the final subscription price paid by such Investor, divided by the total amount of subscriptions contributed by all Investors.

² To the extent an Investor owns equity interests through more than one holding entities, these holdings are aggregated in this table.

³ This interest will be syndicated through a passive co-investment vehicle managed by Brookfield.

Execution Copy

Schedule "C"

Governance Term Sheet

(Please see attached.)

CO-INVESTOR GOVERNANCE ARRANGEMENTS

PROJECT NITRO

TERM SHEET

This indicative term sheet (this “Term Sheet”) summarizes the principal terms and conditions with respect to the proposed acquisition, through Investco (as defined below), of Asciano Limited (“Asciano”). This Term Sheet is intended solely to highlight the principal terms of the proposed co-investment arrangements, which are intended to be included in a definitive investment/governance agreement for the investment¹ (the “Governance Agreement”), and is not intended to be and does not constitute an offering of securities. Except as expressly provided herein, no legally binding obligations will be created, implied, or inferred until definitive documentation is executed and delivered by the parties. Accordingly, this Term Sheet and its content is to be treated on a highly confidential basis and should not be construed to require any regulatory filings or notices to any third party.

Overview:

Brookfield Infrastructure Partners (consisting of Brookfield Infrastructure Partners L.P., Brookfield Infrastructure L.P. and their respective subsidiary entities) (collectively, “BIP”) is pursuing the acquisition of approximately 68% of the equity in Asciano² alongside certain of its institutional partners, who would indirectly own the remaining approximately 32%. This investment will be structured through certain special purpose entities, as described further below, and will be implemented via a scheme of arrangement under applicable Australian law (the “Transaction”).

Investment Structure:

It is currently contemplated that Investco will be structured as one or more managed investment trusts (collectively, “Investco”) owning shares in the capital of an Australian corporation (“Holdco”). In consideration for their subscriptions, the Investors will receive a number of units in Investco (each, a “Security”, and collectively, the “Securities”). Each investor that subscribes for interests in Investco is referred to herein as an “Investor” and, collectively, as the “Investors” including (without limitation) BIP, BIF and Sidecar, which, together with their affiliates³, are referred to herein, collectively, as “Brookfield”.

¹ The intention is that all arrangements contemplated in this Term Sheet will be housed in a single agreement, which will apply to all relevant levels of the investment structure. Our local Australian counsel continues to review the mechanics, but on a preliminary basis has concluded that one agreement would be the cleanest, most effective approach to implementing our consortium arrangements.

² This approximate 68% interest is intended to be inclusive of both an indirect interest, which would be acquired through a Brookfield-managed private infrastructure investment fund, as well as a co-investment interest. While the intention is to pursue the transaction on behalf of Brookfield Infrastructure Fund II, this fund is currently approximately 70% invested. Subject to the timing of the Transaction, allocation of this investment to either BIF II and/or a subsequent Brookfield-managed infrastructure fund (i.e. “BIF III”) will be confirmed prior to executing binding transaction documentation. In either case, such participating fund and its subsidiary entities are collectively referred to in this Term Sheet as “BIF”.

³ The term, “affiliate” will be defined in the manner typical for agreements of a similar nature having regard to the structure of each of the Investors and will include any entity controlling, controlled or managed by, or under common control with, an Investor. For the avoidance of doubt, BIP, BIF and the Sidecar (as defined herein) will be considered affiliates of each other.

STRICTLY CONFIDENTIAL

Each of the Investors agrees to exercise its reasonable best efforts in good faith to cooperate with Brookfield in relation to any adjustments to the investment structure of Investco, Holdco and/or Asciano (Holdco and its subsidiaries, including Asciano, hereafter referred to as the "Company") as may be required to satisfy legal or regulatory requirements or represent greater tax or other efficiencies for one or more of the parties, both in connection with completing the Transaction and on a go-forward basis thereafter (for example, in relation to such adjustments that may be required in light of transfers of Securities or further acquisitions of Securities, each as contemplated herein); provided that such changes do not: (a) materially affect any of Investco or the Company in an adverse manner; (b) prejudice, other than immaterially, the expected after-tax returns to any Investor; and (c) result in any material variations, in an adverse manner, to the essential rights, entitlements and obligations of the Investors as contemplated herein.

For the avoidance of doubt, the intention of the investment structure contemplated herein is for the Investors to hold Securities, but have the benefit of the rights, and be subject to the obligations, set forth herein on a look-through basis in relation to the Company (including, without limitation, the governance rights as contemplated herein, which are intended to reside at the Holdco level, provided that, for greater clarity, the Securityholder Approvals will reside at the Investco level).

Equity Ownership:

The Investors will acquire Securities in Investco in proportion to their initial subscription amounts, which will be allocated according to the Investors' respective commitments as contemplated in the equity commitment letters delivered by each Investor to Brookfield. Initially, it is anticipated that the Securities will be held as follows:

- (a) BIP – 46.5%
- (b) BIF – 21.5%⁴
- (c) Brookfield-controlled co-investment vehicle ("Sidecar") – 10%
- (d) British Columbia Investment Management Corporation, in its capacity as trustee of the Strategic Infrastructure Investment Fund, directly or indirectly through one or more controlled subsidiary entities ("bcIMC") – 11%
- (e) GIC Infra Holdings Pte Ltd, through one or more wholly-owned entities ("GIC") – 11%

Each of BIP, BIF, Sidecar, bcIMC and GIC shall be a "Founding Investor".

⁴ For the avoidance of doubt, this includes BIP's approximate 40% interest in BIF.

STRICTLY CONFIDENTIAL**Board of Directors
(or equivalent):**Board Composition:

Investco will own 100% of Holdco, which will have a board of directors (or equivalent) comprised of a minimum of three (3) and a maximum of eleven (11) members (the "Board"). At all times a majority of the members of the Board shall be resident in Australia (provided that, each Founding Investor shall be entitled to appoint a non-resident director so long as it holds at least 10% of the outstanding Securities). Members of the Board shall also be entitled to appoint one alternate each, who shall be entitled to attend meetings if the appointed member is unable to do so. In addition, each observer that an Investor is entitled to appoint pursuant to paragraph (a) or (b) below shall be entitled to attend meetings of the Board. To the extent that an Investor wishes to have additional persons attend a meeting, including any alternate if the appointed member is also in attendance at such meeting, it may do so with the consent of the Chair of the Board.

Investors will have the following entitlements in relation to the Board, depending on their level of ownership of Securities:

- (a) Investors will be entitled to appoint one member of the Board and one non-voting observer for every 10% of the outstanding Securities held by such Investor and its affiliates.
- (b) Each Founding Investor holding Securities less than the above thresholds (but in any event at least []% of the outstanding Securities)⁵ will be entitled to: (i) designate one observer to attend meetings of the Board and (ii) access to materials delivered to the Board, subject to, in both cases, compliance with applicable law and regulation, applicable confidentiality obligations and appropriate "non-use" undertakings.

No fees will be payable to members of the Board (or observers), other than for independent members (if any) who are not employees of an Investor or its affiliates (the "Independent Members"), with any such fees determined by the Board.

Voting, Board Meetings and Other Matters:

Board member voting power will reflect the percentage interest of the appointing Investor (e.g., if an Investor holds 20% of the Securities, then the member(s) appointed to the Board by that Investor will collectively have 20% of the Board voting power, it being the case that the voting power of multiple "affiliated" Board members may be allocated amongst such "affiliated" Board members as they determine (the "Voting Allocation Right")⁶), provided that, notwithstanding such Board voting

⁵ We expect this percentage to reflect an investment of at least US\$100 million at closing.

⁶ For example, if only one Brookfield Board member is in attendance at a Board meeting, such Board member will have the ability to vote the entire Brookfield equity percentage.

STRICTLY CONFIDENTIAL

power regime, at any time that Brookfield continues to hold, in aggregate, at least 45% of the outstanding Securities the collective board member voting power of the Board members appointed by Brookfield will be deemed to be 50% + 1 of the outstanding Securities (the "Deemed Brookfield Simple Majority Board Power") and the collective board member voting power of all remaining Board members will be deemed to be 50% - 1 of the outstanding Securities with the voting power of each Board member appointed by Investors other than Brookfield reduced proportionately.

Members of the Board representing (including pursuant to the Voting Allocation Right) a majority of the voting power at any time shall constitute a quorum for the transaction of business at any meeting of the Board; provided that, so long as Brookfield holds at least 45% of the outstanding Securities, a quorum shall not be constituted unless at least one Board member designated by Brookfield and one Board member not designated by Brookfield are present.

The Board shall meet at least once during each fiscal quarter. Meetings may also be called by at least two members of the Board upon not less than five business days' notice, which notice shall contain a statement as to the business proposed to be transacted at such meeting. All meetings of the Board shall be held in (and all telephone conferences or similar means of communication originated in) Australia.

The Company will reimburse each member of the Board (or an alternate who attends in place of a member of the Board) for reasonable and documented out-of-pocket travel expenses for attendance at Board meetings, provided that if an Investor is entitled to appoint a director but has not done so the Company will reimburse the observer appointed by such Investor for such expenses.

Board Approvals:

Except as set forth below in this Board Approvals section, any decision of the Board will be made by simple affirmative majority vote, which shall be satisfied by the affirmative vote/approval of Board members representing Investors holding, in aggregate, not less than 50% + 1 of the outstanding Securities, including if applicable, pursuant to the Deemed Brookfield Simple Majority Board Power as described above.

The following matters will require the affirmative vote of Board members representing Investors holding, in aggregate, not less than 80% of the outstanding Securities, provided that (A) if an Investor is entitled to appoint a director but has not done so, such Investor will be deemed to have appointed a director and such director will be deemed to have abstained from any vote on the following matters such that the Securities held by such Investor will be deemed not to be outstanding Securities when determining the voting power of the directors for such vote, and (B) such affirmative vote must include the affirmative vote of the directors appointed by each Founding Investor who has appointed a director:

STRICTLY CONFIDENTIAL

- (a) material changes in the purpose or nature of the business of the Company (including undertaking a new business and/or permanent closure of material operations, in each case having an estimated fair value above \$150 million, as determined by a simple majority of the Board) that are not otherwise contemplated as separate Securityholder Approvals below (in which case the approval specified below shall be required), provided that such changes as are contemplated by the final version of the initial acquisition/financial model in respect of the Transaction (the "Initial Business Plan") shall not require any such approval;
- (b) acquisitions or dispositions by the Company above \$150 million, unless contemplated by the Initial Business Plan;
- (c) incurring (or committing to incur) any indebtedness, except for the following incurrences of debt, each of which shall not require such approval:
 - (i) where such incurrence is either (A) investment grade, or (B) reasonably expected to be investment grade and would not result in (as applicable): (x) total debt/EBITDA being greater than 5X in relation to the Company's current business as a whole, (y) total debt/EBITDA being greater than 6X in relation to the Company's port operations business, or (z) total debt/EBITDA being greater than 4.5X in relation to the Company's rail operations business; or
 - (ii) any refinancing (however effected) of any indebtedness of the Company that is in place on closing of the Transaction, provided that if such refinancing results in a push-down of indebtedness to the Asciano level it would not reasonably be expected to result in a sub-investment grade rating,

provided that Investco shall provide at least 10 business days' advance written notice to the Board of the incurrence of any debt in excess of \$200 million, and that such incurrence will require approval by a simple majority of the Board if it does not otherwise require 80% approval pursuant to this item (c);
- (d) changes to the size of the Board or the creation, change in size or dissolution of any committee of the Board;
- (e) the appointment or replacement of the Company's auditors where such auditor would be other than one of the "Big 4" accounting firms;
- (f) changes to the fiscal year of the Company;
- (g) providing loans, guarantees or indemnities in excess of \$100 million that are not in the ordinary course of business; and
- (h) the appointment of one or more Independent Members to the

STRICTLY CONFIDENTIAL**Board**

Securityholder Approvals: The following matters will require the affirmative vote of Investors holding, in aggregate, not less than 90% of the outstanding Securities:

- (a) material modifications to Holdco or Investco's legal form, tax status/position or constitutional documents (including, without limitation, revisions to the rights attached to outstanding securities), including any change or election which materially affects the tax status or treatment of an Investor, but (for the avoidance of doubt) excluding modifications that: (x) reflect a transfer of Securities or withdrawal of an Investor, (y) change the name of the entity or clarify any inaccuracy or ambiguity, or (z) the Board determines have no adverse impact on any Investor;
- (b) merger, consolidation, recapitalization, arrangement, spin-off, restructuring or other fundamental transformation of the Company, unless contemplated by the Initial Business Plan or in the nature of an internal reorganization;
- (c) dissolution, liquidation, winding up or voluntary bankruptcy of the Company or other voluntary relief from creditors generally of the Company (other than an internal transaction);
- (d) entering into related party transactions, provided that Brookfield may provide ordinary course services to the Company at cost or otherwise on arm's length terms (provided that (i) Brookfield shall provide at least 10 business days' advance written notice to the other Investors of any such arrangement, which notice shall include reasonable supporting information relating to such arrangement, (ii) any Investor, including Brookfield, within a reasonable time from the giving of such notice, may call for a vote on any such proposed arm's length terms, which vote shall require the above-noted level of affirmative Investor support (i.e., 90%), (iii) if no Investor calls for such vote within such reasonable time, Brookfield may enter into the relevant related party transaction without approval, and (iv) the annual aggregate payments to Brookfield for all related party transactions that are not submitted to an Investor vote pursuant to this paragraph (d) shall not exceed \$1.5 million);
- (e) changes to the distribution policy (as described below);
- (f) any sale of the whole of the issued share capital of the Company (including of HoldCo), or of all or substantially all of the business, including a sale of substantially all of the assets, otherwise then as contemplated in the definitive Governance Agreement (i.e., pursuant to the Right of First Offer process, Tag-along Right, Drag-along Right or any other express transfer provisions contemplated in this Term Sheet and/or to be set forth in the Governance Agreement); and
- (g) capital raisings from Investors that are not undertaken in accordance with the definitive Governance Agreement (i.e.,

STRICTLY CONFIDENTIAL

capital raisings other than for Annual Expenses, Acquisition Fees or pursuant to the Pre-Emptive Rights or typical “rescue issuance” protocols and exceptions or any other express provisions relating to capital raisings as contemplated in this Term Sheet and/or to be set forth in the Governance Agreement).

Funding Obligations:Annual Expenses:

To the extent that Holdco or Investco does not have adequate reserves to fund costs in relation to the administration and maintaining of HoldCo and InvestCo, which for the avoidance of doubt will include any Subsequent Acquisition Fee (as defined below) payable, (it being the intention that, unless the Company is unable to do so for compliance with applicable laws, lenders’ covenants (if any), maintenance of ratings and maintenance of reserves, amounts will be distributed up the organizational structure for such HoldCo or Investco funding requirements and an appropriate cash reserve will be maintained at HoldCo and InvestCo to fund such expenses), the Board may call capital to fund the out-of-pocket expenses of Holdco or Investco, as applicable, associated with administering and maintaining Holdco and Investco and, if applicable, any Subsequent Acquisition Fee, subject to a maximum of \$500,000 per fiscal year. The Investors shall be required to contribute their pro-rata share of any such capital called.

Subsequent Acquisition Fee:

Where the directors of Holdco, other than those directors appointed by Brookfield, determine, acting reasonably and in good faith, that a subsequent acquisition by the Company with an enterprise value above \$150 million was originated, underwritten and/or completed primarily by and due to the efforts of a Brookfield transaction team (a “Subsequent Opportunity”), Brookfield shall be entitled to receive an acquisition fee (the “Subsequent Acquisition Fee”) from Asciano or Holdco in respect of each such Subsequent Opportunity in an amount to be determined by a good faith negotiation by such directors and Brookfield.

Pre-Emptive Rights:

To the extent that the Board determines that Holdco or the Company requires additional capital, the Board shall determine the optimum financing plan in the circumstances. To the extent that Holdco or the Company requires equity in connection with any such financing plan, the Investors will have the right to participate in such equity issuance through the purchase of additional Securities offered for sale by Investco on a pro-rata basis equal to the percentage that each Investor’s Securities represent of all of the issued and outstanding Securities prior to such proposed offering and on the same terms as such proposed offering. For the avoidance of doubt, the proceeds from the offering of Securities shall be used by Investco to fund the equity capital required by Holdco or the Company. An Investor may assign its participation right to an affiliate (including, in respect of Brookfield, funds or other vehicles managed by Brookfield). To the extent an Investor decides not to

STRICTLY CONFIDENTIAL

exercise its right to participate in any proposed equity offering, the other Investor(s) shall be entitled to buy the unsubscribed Securities on a pro-rata basis. The Securities will be issued at a price reflecting the fair value of the required equity capital, as determined by the Board. Any Securities not issued to Investors may be sold to third parties at a price no less than the price offered to the Investors. The foregoing shall be subject to typical "rescue issuance" protocols and exceptions, which shall apply. For the avoidance of doubt, such rescue issuance protocols will include the right for each Investor to restore its percentage holding, and where an Investor is diluted as a result of any rescue issuance, all rights of the Investor (including in respect of director appointment and voting rights) will continue until such time as the relevant Investor elects not to take up its right to restore its position.

No party is under any obligation to provide any guarantees or additional funding to Investco, Holdco or the Company except for: (a) capital required to fund the Transaction in accordance with, and to the extent agreed in, the equity commitment letter given by such party; (b) annual expenses as expressly contemplated above in this Term Sheet, including all Acquisition Fees (to the extent that Holdco or Investco does not have adequate reserves to fund same) and the acquisition fee contemplated by the equity commitment letters delivered by each Investor; and (c) any agreements in relation to future credit support required in connection with the Company's business, as outlined in the Credit Support section below.

Credit Support:

Each Investor shall participate in any funding or other credit support requirements, through guarantees or other financial support, which may be in place from time to time in respect of obligations of Investco or its subsidiaries, which participation shall be on a pro-rata basis equal to the percentage that each Investor's Securities represent of all of the issued and outstanding Securities, provided that no Investor shall be obligated to provide any form of credit support, unless such form: (a) allows the Investor to comply with all laws applicable to it; and (b) is acceptable to the Investor (including for greater certainty and without limitation the Investor first seeking and obtaining its necessary board, IC or other internal approvals) and Brookfield, each acting reasonably; provided that (i) the Investor will use its good faith and reasonable efforts to deliver a form of credit support that approximates as nearly as possible the form of credit support provided by Brookfield (which may include a backstop guarantee given to Brookfield by the Investor for its share of any obligations guaranteed or otherwise supported by Brookfield directly), and (ii) in the event that the Investor is, in accordance with the foregoing, unable to provide such credit support, then the parties will work together with a view to agreeing an alternative and mutually acceptable form of credit support which may include, an affiliate of the Investor acceptable to Brookfield providing an indemnity in favour of Brookfield for the Investor's share of all foreseeable economic costs, liabilities and obligations incurred by Brookfield relating to such credit support on terms acceptable to Brookfield, acting reasonably and in good

STRICTLY CONFIDENTIAL

faith. For greater certainty this paragraph is not intended to impose a financial obligation on the Investor greater than its "Commitment" under and as defined in the Equity Commitment Letter.

**Business Development
Opportunities:**

The parties acknowledge that the Investors are all large, geographically widespread institutions each with a multitude and diversity of interests in the sectors in which Asciano carries on business and related sectors. Nothing in the Governance Agreement will restrict the activities of any Investor in pursuing other opportunities outside of Asciano's businesses, other than as specifically set forth below.

The parties recognise that growth opportunities may exist for the Asciano businesses ("Growth Opportunities") and it is the intention that these Growth Opportunities be pursued within the Asciano group where, in the determination of the Holdco Board, it is practicable to do so. However, while it is the commercial intention of the Investors to promote and support the development of the Asciano businesses in the Australian and New Zealand markets, it is acknowledged and agreed that this will not preclude any Investor (or its affiliates) from pursuing any Growth Opportunities outside of the Asciano group; provided that an Investor (and its affiliates) may not pursue a Growth Opportunity if such Growth Opportunity has been submitted to a vote of the directors or the Investors and such Investor or any of its Board representatives voted against Asciano pursuing such Growth Opportunity.

Growth Opportunities include acquisitions of interests in:

- Above rail assets in Australia or New Zealand;
- Container port leases or concessions in Australia or New Zealand; and
- Port services operations in Australia or New Zealand.

For the avoidance of doubt, Growth Opportunities will not include acquisitions of interests in:

- Below rail assets (or vertically integrated rail businesses), anywhere in the world;
- Landlord port businesses anywhere in the world;
- Bulk port concessions (or port concessions involving container and non-container freight where containers make up less than half of the value of the enterprise), anywhere in the world;
- Above rail assets, container port leases or concessions, or port services operations located predominantly outside of Australia or New Zealand.

For the purposes of this provision, an asset/business will be deemed to be located predominantly outside of Australia or New Zealand if the value of the Australian and New Zealand component of that asset/business is less than half of the enterprise value, measured at book value (or on such other basis as the Board determines, acting reasonably,

STRICTLY CONFIDENTIAL

to be appropriate in the circumstances).

Distribution Policy:

Subject to compliance with applicable laws, lenders' covenants (if any), and maintenance of reserves (including, among other things, taking into account any credit ratings considerations) and payment of expenses, all distributable cash within the Company will be distributed to Investco, and then from Investco to the Investors on a quarterly basis based on their respective pro-rata holdings of the Securities.

Transfer Provisions:Affiliate Transfers:

None of the following transfer provisions (i.e., Standstill, Right of First Offer, Tag Along Rights and Drag Along Rights) shall apply to a transfer of Securities, at any time, by an Investor to one or more of its wholly-owned affiliates; provided that, for this purpose: (a) BIP, as well as any other investment fund managed by Brookfield or an affiliate of Brookfield, may transfer any or all of its equity interests to any affiliate of Brookfield (provided further that, for this purpose, a separate investment fund managed by Brookfield or an affiliate of Brookfield will only be considered a wholly-owned affiliate of BIP if such vehicle constitutes an alternative investment vehicle or parallel investment vehicle of BIP or any successor to BIP under its governing documents, including its limited partnership agreement); (b) bcIMC, as well as any investment fund managed by bcIMC (or by an affiliate of bcIMC) may transfer any or all of its equity interests to any affiliate of bcIMC, including to any entity that is controlled by the same entity that ultimately controls bcIMC; and (c) GIC, as well as any investment fund managed by GIC (or by an affiliate of GIC) may transfer any or all of its equity interests to any affiliate of GIC, including to any entity that is controlled by the same entity that ultimately controls GIC (any such transfer, an "Affiliate Transfer").

Standstill:

Other than Affiliate Transfers, no Investor shall transfer its Securities prior to the third anniversary of the closing of the Transaction; provided that no Investor can be subject to having its Securities dragged in a sale transaction prior to the fifth anniversary of the closing of the Transaction.

Right of First Offer:

Other than Affiliate Transfers, if any Investor wishes to transfer any of its Securities, it will first offer such Securities to the remaining Investors, on a pro-rata basis, which offer shall be for some or all of its Securities at a specified price (the "ROFO Price") and be on an "as-is, where-is" basis, except for basic representations and warranties relating to corporate existence, authorization and title to the Securities. The remaining Investors shall have 40 days to elect to purchase such Securities at the ROFO Price (with each Investor having the right to over-elect, on a pro-rata basis, to acquire the entitlements of any other Investors who do not elect to participate). If the remaining Investors do not elect to purchase all (but not less than all) of the offered Securities, the transferring Investor may, for a further period of 180 days, sell all (but not less than

STRICTLY CONFIDENTIAL

all) of such offered Securities to an arm's length third party at an equal or higher price, which sale may include such terms, representations and warranties and related indemnities as may be required by any third party purchaser (but not any collateral agreements or any other terms that would reasonably be expected to make the transaction price with such third party less than the ROFO Price). For the avoidance of doubt, each shareholder must issue its own ROFO notice. The foregoing process is referred to herein as, the "ROFO Process".

General:

For the avoidance of doubt: (a) any transferee of Securities must agree to enter into the Governance Agreement, except for a transferee who together with its affiliates will hold 100% of the outstanding Securities after such transfer; (b) all rights specifically ascribed to Founding Investors may only be exercised by the Founding Investors, and such rights are not assignable to any transferee other than pursuant to an Affiliate Transfer; and (c) the term "transfer" will be defined to include any direct or indirect transfer, including transfers by upstream entities and appropriate provisions will be included to address (x) upstream transfers that result in more than 50% of the securities, or effective control, of the relevant upstream entity passing to a non-affiliated entity and (y) the cessation of Brookfield as the fund manager of an investment fund managed by Brookfield that has an investment in Investco and/or Holdco.

Tag-along Rights:

Tag-along rights will be available to the Investors, exercisable for all of their Securities and at the same price and on the same terms, if Brookfield (or one or more members of Brookfield) are selling their Securities such that, following completion of such sale, Brookfield would cease (directly or indirectly) to effectively control Investco.

Drag-along Rights:

Brookfield will have the right, at any time that it seeks to transfer Securities representing 45% or more of the total outstanding Securities after the Standstill period, to notify the remaining Investors of its intention to exercise a drag-along right to include 100% of the outstanding Securities in a sale to a third party (such that all Investors shall exit at the same price), which notice (the "Drag Notice") shall include the price (the "Drag Price") at which it would seek to exercise such right. Within 40 days of the Drag Notice, the Investors may, on a pro-rata basis, elect to acquire all (but not less than all) of the Securities offered by Brookfield at the Drag Price and on an "as-is, where-is" basis, except for basic representations and warranties relating to corporate existence, authorization and title to the Securities (with each Investor having the right to over-elect, on a pro-rata basis, to acquire the entitlements of any other Investors who do not elect to participate). If the other Investors do not elect to purchase all (but not less than all) of Brookfield's offered Securities on such basis, Brookfield may undertake to sell such Securities to a third party for a further period of nine months. If Brookfield achieves at least the Drag Price, it may exercise its right to drag the other Investors in a sale of 100% of the outstanding Securities.

STRICTLY CONFIDENTIAL

All sales of Securities to third parties occurring pursuant to the Drag-along Right may include such terms, form of consideration, representations and warranties and related indemnities as may be required by any third party purchaser (but not any collateral agreements or any other terms that would reasonably be expected to make the transaction price with such third party less than the Drag Price). Each Investor shall take all such actions as are reasonably required to complete the sale to any third party purchaser pursuant to the Drag-along Right, provided that no Investor shall be required to provide more than basic representations and warranties related to corporate existence, authorisation and title to securities, but provided further that all Investors shall bear their pro-rata share of all liabilities for all representations, warranties, covenants and indemnities relating to Investco, Holdco or Asciano required by any third party purchaser.

IPO:

At any time after: (a) the fifth anniversary of the closing of the Transaction, Investors holding, in aggregate, at least 80% of the outstanding Securities; or (b) the seventh anniversary of the closing of the Transaction, Investors holding, in aggregate, at least 50% of the outstanding Securities (or Brookfield if it holds the Deemed Brookfield Simple Majority Board Power), shall be entitled to request, via written notice, the listing of Holdco on a secondary basis on a qualified exchange; provided that any such request can occur no more frequently than once each calendar year thereafter. If one or more Investors provides a listing notice (which notice shall include the amount of Securities such Investor(s) contemplate liquidating, if achievable, pursuant to such listing), the remaining Investors shall have the right to acquire, on a pro-rata basis, such designated amount of Securities at the underwriting price, or, if a range of underwriting prices is provided, the mid-point of such range (with each Investor having the right to over-elect, on a pro-rata basis, to acquire the entitlements of any other Investors who do not elect to participate); provided that the Investors requesting the listing may withdraw the request once the underwriting price (or, if a range of underwriting prices is provided, the mid-point of such range) is known. In any listing transaction, the Investors will have the right, but not the obligation, to participate in a secondary sale on a pro-rata basis, subject to the advice of the underwriters including, without limitation, any appropriate cutbacks, which shall be on pro-rata basis (unless otherwise agreed).

The Governance Agreement will also include typical listing provisions with respect to demand and piggy-back registration rights in an amount and allocated in a manner which is customary. The Investors will provide reasonable cooperation, including (without limitation) undertaking to cause the Company's management to provide reasonable cooperation, with respect to any efforts pursuant to this listing clause.

Reports:

Investors will be provided with: (a) audited annual and unaudited quarterly financial statements of Holdco (prepared in accordance with US GAAP Investment Company Accounting); and (b) customary information

STRICTLY CONFIDENTIAL

statements as to distributions. Audited statements will be provided within 90 days of year end and unaudited statements will be provided within 60 days of the applicable quarter.

In addition, the Investors shall (i) be entitled to reasonable access to the management team of the Company (provided that any request for access be made on not less than 5 business days' notice and that such access will not have an adverse impact on the operations of the business); and (ii) cause the management team of Asciano to maintain a financial model of the business(es) of Asciano (the "Financial Model") forecasting a duration of not less than 15 years. The Financial Model shall be made available, on an annual basis, to each Investor and the Investors shall cause management to use commercially reasonable efforts to make the Financial Model available on or before December 15 of each year. Any Founding Investor, so long as it holds at least 8% of the outstanding Securities, and any other Investor that holds at least 10% of the outstanding Securities may, not more than once per fiscal year, commission a third-party valuation based on the Financial Model at its own expense and for its own purposes, subject to (among other things) applicable confidentiality obligations.

Other:Confidentiality:

The Investors will be subject to standard confidentiality provisions pursuant to which the Investors' shall hold sensitive information relating to the Company and one another in strict confidence. Such provisions will not restrict an Investor from internal reporting on a confidential basis, or from disclosing publicly the name of the Company, the amount and currency of its investment and the nature of the business of the Company.

Governing Law:

Expected to be New South Wales, subject to review with legal counsel.

Currency:

All monetary references herein are expressed in the currency of Australia, the Australian Dollar (AUD).

* * * * *

Execution Copy

Schedule "D"

Illustrative Sources & Uses Table

(Please see attached.)

Uses	Low	BIF IC ¹	High	Variance		Comment - Low	Comment - High
				Low	High		
Purchase price	8,851	8,863	8,951	(12)	88	Adjusted # of shares, options and performance rights	Adjusted # of shares, options and performance rights
Rolled existing debt	3,246	3,246	3,246	--	--	n.a.	n.a.
Upfront debt fees	43	43	45	--	2	n.a.	Included the estimated ticking fee for the new facility
Transaction fees	25	25	30	--	5	n.a.	Buffer on transaction costs (mostly legal)
Stamp duty	29	40	53	(11)	13	Assumed lower assessed written down value	Assumed higher assessed written down value
Total Uses	12,195	12,217	12,325	(23)	108		
Sources							
Equity	6,818	6,891	7,179	(73)	287	The equity is the balancing item	The equity is the balancing item
Rolled existing debt (31-Dec)	3,246	3,246	3,246	--	--	n.a.	n.a.
New debt	1,900	1,900	1,900	--	--	n.a.	n.a.
Cash (31-Dec)	230	180	--	50	(180)	Assumed higher cash generated in the period	Assumed cash is not available to fund the consideration
Total Sources	12,195	12,217	12,325	(23)	108		

(1) Adjustment made to the BIF IC sources and uses to account for the reduction in the dividend from 15c to 10c

Execution Copy

Schedule "E"

Funding Mechanics

(Please see attached.)

The exchange ratio is set out in the SID at 0.0387 BIP units per AIO share, which values the BIP units at A\$2.206/share of the A\$9.15 price per share as reflected in the SID and communicated in Asciano's press release. We estimate that there will be 979.8 million Asciano shares outstanding at close, which would value BIP's scrip consideration at A\$2,161 million ("Scrip Value"). The Scrip Value does not change (other than in the case of a change in the number of Asciano shares outstanding) regardless of subsequent movements in exchange rates or BIP price. The cash component of the transaction will vary depending upon final transaction costs, cash in the business, etc. Cash funding will be apportioned among investors based on the aggregate transaction value (being the sum of the cash requirement plus Scrip Value) multiplied by that investor's allocated percentage. By way of example, assuming a total funding requirement of A\$6,891 billion, the required cash funding from investors would be as follows:

Cash Component of the Offer	6,804	\$6.944 x 979.8 shares; # of shares may change
Transaction Fees, Debt Fees & Stamp Duty	108	May change
Cash in the Business	-282	May change ¹
Acquisition Debt	-1,900	Firm
Residual Cash Required from Investors	4,730	
(+) Scrip Value	2,161	\$2.206 x 979.8 shares; # of shares may change
Total Transaction Value (TV)	6,891	

	Allocated Percentage	Required Funding		
		Total ²	Scrip	Cash
BIP	46.5%	3,204	2,161	1,043
GIC	11.0%	758	-	758
bclMC	11.0%	758	-	758
Other co-invest	10.0%	689	-	689
BIF	21.5%	1,482	-	1,482
Total	100.0%	6,891	2,161	4,730

1. This estimate of cash in the business reflects the 10c dividend not having been paid from company cash, but rather from the cash component of the offer (\$6.944)
2. Each investor's total funding is equal to the TV multiplied by the investor's allocated percentage

Execution Copy

Schedule "F"

Commitment Letter relating to the acquisition debt finance



To: Nitro Corporation Pty Ltd ACN 607 605 701 (the “Company”)
Level 22, 135 King Street
Sydney NSW 2000
For the attention of: Russell Proutt

Copy to:

Brookfield Infrastructure Partners LP
73 Front Street
Fifth Floor Bermuda
Hamilton HM12
Bermuda

Brookfield Asset Management Inc.
Brookfield Place, Suite 300
181 Bay Street
Toronto, ON M5J 2T3

15 August 2015

Dear Sirs,

Project Nitro

Commitment Letter – A\$1,900,000,000 acquisition bridge and syndicated term facility

We refer to the proposed debt funding to be provided to the Company for the purposes identified in the Term Sheet.

We, Australia and New Zealand Banking Group Limited, Barclays Bank PLC, Australia Branch, Citibank N.A., Sydney Branch, Deutsche Bank AG, Sydney Branch and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (each a “MLAUB”), are pleased to set out in this letter the terms and conditions on which we are willing to arrange, provide and underwrite the Facility for the purposes of facilitating the financing of the Transaction.

We acknowledge the invitation by the Company, for the purposes of section 128F of the Tax Act, for us to become original lenders under the Syndicated Facility Agreement.

Unless a contrary indication appears, capitalised terms have the meaning given to them in the Term Sheet and in this letter.

“Affiliate” means in relation to a person, a Subsidiary or Holding Company of that person or any other Subsidiary of that Holding Company and, where such term is used in paragraph 11 (*No Front-running*) only, each of the directors, officers and employees of that person or of any such Subsidiary or Holding Company (including any sales and trading teams).

“Business Day” means a day (other than a Saturday or Sunday) on which the banks are open for general business in Sydney.

“Commitment Documents” means this letter, the Term Sheet, the Fee Letter and any other document designated in writing by the Company and the MLAUBs as a Commitment Document.

“Facility” means the A\$1,900,000,000 acquisition bridge and term loan facility, comprising Tranche A and Tranche B, to be provided to the Company for the purposes identified in the Term Sheet.

“Fee Letter” means the fee letter entered into on or about the date of this letter between the Company and the MLAUBs.

“Finance Documents” means a syndicated facility agreement and related documentation (based on the terms set out in the Term Sheet and this letter) in form and substance satisfactory to the MLAUBs.

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“Indirect Tax” means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

“Successful Syndication” means each MLAUB reduces its Tranche B participation to the final hold amount specified for that MLAUB in clause 2.1.

“Subsidiary” has the meaning given in the Corporations Act 2001, but as if body corporate includes any entity.

“Syndicated Facility Agreement” means the ‘SFA’ as that term is defined in the Term Sheet.

“Syndication” means the primary syndication of Tranche B of the Facility.

“Syndication Lenders” means the parties participating as Lenders in Syndication.

“Target Group” means the Target and its Subsidiaries.

“Term Sheet” means the term sheet attached to this letter as an appendix.

“Transaction” means the transaction contemplated by the Commitment Documents.

1. **Appointment**

- 1.1 The Company appoints the MLAUBs as exclusive arrangers, underwriters and original lenders of the Facility and bookrunners in connection with Syndication.

- 1.2 Each MLAUB acknowledges and understands that it is being mandated by the Company to arrange and provide the Facility in accordance with the terms of the Commitment Documents.
- 1.3 Until this mandate terminates in accordance with paragraph 16 (*Termination*):
- (a) no other person shall be appointed as arranger, underwriter, or bookrunner, or lender or provider of the debt funding for the Acquisition;
 - (b) no other titles shall be awarded, other than the facility agent and security trustee (each of which will be an MLAUB or its Affiliate, selected by the Company); and
 - (c) no other compensation shall be paid to any person in connection with the Facility,
- except as provided in, or contemplated by, the Commitment Documents, without the prior written consent of the MLAUBs.
- 1.4 The obligations of the MLAUBs under the Commitment Documents are several. No MLAUB is liable or responsible for the obligations of any other MLAUB under the Commitment Documents, or the performance or non-performance by any other MLAUB of that other MLAUB's services.
- 1.5 Each MLAUB may separately enforce its rights under the Commitment Documents and may perform its obligations under the Commitment Documents directly or through one or more of its Affiliates (which Affiliate or Affiliates may be appointed as sub-underwriters or given any other title determined by the MLAUBs). The provision of the Commitment Documents apply equally to the MLAUBs and to any of their Affiliates that perform the MLAUBs' obligations and exercise the MLAUBs' rights under the Commitment Documents.
- 1.6 Each MLAUB (or its Affiliate) and Lender (or its Affiliate) (to the extent set out in paragraph 1.8 below) (an **Initial Hedge Counterparty**) will have the right to participate, in accordance with its respective Commitment under the Syndicated Facility Agreement, in any interest rate hedging in respect of the Company's floating rate exposure in respect of Tranche B subject to such hedging being on market terms and in accordance with the terms agreed in the Hedging Protocol.
- 1.7 If a MLAUB (or its Affiliate) (a **Non-Participating MLAUB**) does not agree to participate in any interest rate hedging referred to in paragraph 1.6 above within 10 Business Days of an offer by the Company, the Company may (and must if the hedging is required in order to comply with its obligations under the Term Sheet or the Hedging Protocol (such hedging, the **Required Hedging**)) offer the amount of hedging commitment not taken up by such Non-Participating MLAUB to the other MLAUBs (or their Affiliates) (the **Participating MLAUBs**) on the same terms on a pro rata basis (as against their Commitments under the Syndicated Facility Agreement not including the Commitments of the Non-Participating MLAUB or as otherwise agreed by them).
- 1.8 If all of the MLAUBs are Non-Participating MLAUBs or within 10 Business Days of any subsequent offer by the Company under paragraph 1.7 above to the Participating

MLAUBs, any hedging commitment required to satisfy the Required Hedging has not been taken up by the MLAUBs (the **Outstanding Hedging**), the Company may offer the Outstanding Hedging to the other Lenders (or their Affiliates) on the same terms on a pro rata basis (as against their Commitments under the Syndicated Facility Agreement not including the Commitments of the MLAUBs or as otherwise agreed by them).

2. **Commitment and Arranging Obligations**

2.1 **Commitment Amounts**

Subject to the other terms of this letter, the commitment proportions of each of the MLAUBs in respect of the Facility are as follows (together with each MLAUB's final hold in respect of Tranche B):

MLAUB	Commitment Tranche A	Underwrite Tranche B	Tranche B final hold
Australia and New Zealand Banking Group Limited	A\$190,000,000	A\$190,000,000	A\$50,000,000
Barclays Bank PLC, Australia Branch	A\$190,000,000	A\$190,000,000	A\$50,000,000
Citibank N.A., Sydney Branch	A\$190,000,000	A\$190,000,000	A\$50,000,000
Deutsche Bank AG, Sydney Branch	A\$190,000,000	A\$190,000,000	A\$50,000,000
The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch	A\$190,000,000	A\$190,000,000	A\$50,000,000
Total	A\$950,000,000	A\$950,000,000	A\$250,000,000

2.2 **Commitment Amounts Tranche A**

Subject to the other terms of this letter, to the extent that one year after Financial Close any MLAUB continues to hold a principal amount outstanding under Tranche A, then the Company shall (and shall ensure that each other member of the Group and the Sponsors shall) give any assistance set out in paragraph 8.5 of this letter which that MLAUB reasonably requires to assist it to sell down its principal outstanding under Tranche A.

2.3 **Arranging**

Subject to paragraph 8.4 and the Term Sheet and Fee Letter, the MLAUBs shall, in consultation with the Company, manage all aspects of Syndication, including timing,

the selection of potential Lenders, the acceptance and allocation of commitments and the amount and distribution of fees to Lenders.

3. **Certain funds**

In order to assist the Company with meeting its obligations under the Transaction, each MLAUB confirms that its commitment to arrange, provide and underwrite is made on a certain funds basis during the Certain Funds Period on the terms described in the section entitled "Certain Funds" in the Term Sheet.

4. **Clear markets**

4.1 From the date of acceptance by the Company of this letter to the earliest of (such earliest date being the "**Syndication Date**"):

- (a) Successful Syndication being achieved;
- (b) 120 days from the date of this letter; and
- (c) termination of this letter in accordance with its terms,

the Company shall not and shall ensure that no other member of the Group shall announce, enter into discussions (other than with the MLAUBs) to raise, borrow, issue, arrange, syndicate or incur (or attempt to raise, borrow, issue, arrange, syndicate or incur) any other finance in the international or domestic syndicated loan debt, bank or capital markets (including, but not limited to, any bilateral or syndicated facility, any private or public bond issue, note issuance, private placement, letter of credit or trade financing facilities or other debt raising arrangement) without the prior written consent of the MLAUBs.

4.2 Paragraph 4.1 does not apply to the Facility or any refinancing or renewal of the facilities made available under a Material Finance Document for the same or a smaller amount.

5 **Conditions**

5.1 Each MLAUB confirms that it supports the Group in respect of the Acquisition and has:

- (a) reviewed:
 - (i) all of the conditions precedent documents set out in Part 1 of Schedule 1 of the Term Sheet (other than the Scheme Documents, the facility agreement in respect of the Special Dividend Bridge Loan, the Financial Model and as set out at sub-paragraph (ii) below) and confirms that such documents are satisfactory to that MLAUB as at the date of this letter;
 - (ii) the draft dated 10 August 2015 of the Ernst & Young Tax Structuring paper and confirms that the structure detailed in the paper is satisfactory to that MLAUB, but noting that the MLAUB has not received the form of the reliance letter in respect of the Ernst & Young Tax Structuring paper;

- (iii) the version of the Financial Model dated 11 August 2015; and
 - (iv) the draft dated 27 July 2015 of the Scheme Implementation Deed.
- (b) Each MLAUB confirms that it has:
 - (i) completed (or otherwise has the benefit of to its satisfaction) all due diligence required by it. Each MLAUB confirms that no further due diligence is required in relation to the Acquisition;
 - (ii) obtained all necessary internal approvals for it to arrange and underwrite the Facility as set out in the Commitment Documents in the amount set out beside its name in paragraph 2.1 (*Commitment Amounts*) of this letter, subject to the terms and conditions of the Commitment Documents only and that no other credit or internal approvals are required in order for it to provide its commitment under the Facility.

5.2 This offer to arrange and provide the Facility is made on the terms of the Commitment Documents and is subject to satisfaction of the following conditions:

- (a) by no later than the expiry of the Certain Funds Period or any later date as agreed between the Company and the MLAUBs (acting reasonably and in good faith):
 - (i) the preparation, execution and delivery of the Finance Documents in form and substance mutually satisfactory to the MLAUBs and the Company (which the parties agree to negotiate in good faith and to promptly settle the final terms of the Finance Documents); and
 - (ii) all the conditions precedent to the initial utilisation of the Facility as provided in Part 2 of Schedule 1 of the Term Sheet and, subject to the terms of the "Certain Funds" provisions set out in the Term Sheet, all the conditions precedent as provided in Part 1 of Schedule 1 of the Term Sheet are satisfied or waived by the MLAUBs; and
- (b) acceptance by the Company of this letter in accordance with paragraph 16.2.

5.3 The Company acknowledges and agrees that none of the MLAUBs will have any liability to the Company or any of its Affiliates or any other person if, as a result of any condition in paragraph 5.2 not being satisfied, the MLAUBs do not arrange and provide the Facility on the terms set out in this letter.

6 Costs and Expenses

- (a) The Company must reimburse each MLAUB for all reasonable out of pocket costs and expenses paid or payable in respect of the Commitment Documents and any other transaction contemplated therein or otherwise in connection with the Transaction or the Facility (including, but not limited to, travel costs, meeting costs in connection with syndication presentations, printing, telecommunications, costs in connection with a debt domain site, stamp duties, and other out of pocket expenses and all taxes thereon including any Indirect Tax) associated with undertaking due diligence in respect of the Transaction or the Facility and the

negotiation, establishment, execution, syndication, documentation and operation of the Facility.

- (b) The Company shall within three Business Days of demand pay the MLAUBs the amount of all pre-agreed and approved fees for Allens reasonably incurred in connection with the negotiation, preparation, printing and execution of the Commitment Documents and the Finance Documents whether or not the Finance Documents are signed.

7 **Payments and Indirect Taxes**

7.1 All payments to be made under the Commitment Documents:

- (a) shall be paid in Australian dollars and in immediately available, freely transferable cleared funds to such accounts with such banks as the MLAUBs notify to the Company;
- (b) shall be paid without any set-off or counterclaim or any deduction or withholding for or on account of tax (a "**Tax Deduction**") unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required; and
- (c) are exclusive of any Indirect Tax. If all or part of any such payment is the consideration for a taxable supply or chargeable with Indirect Tax then when the Company makes the payment it must pay to the MLAUBs an additional amount equal to that payment (or part) multiplied by the appropriate rate of Indirect Tax and the MLAUBs will promptly provide to the Company a tax invoice complying with the relevant law relating to that Indirect Tax.

7.2 Where a Commitment Document requires the Company to reimburse the MLAUBs for any costs or expenses, the Company shall also at the same time pay and indemnify the MLAUBs against all Indirect Tax incurred by the MLAUBs in respect of the costs or expenses which are to be paid or reimbursed save to the extent that the MLAUBs (or the representative member of a GST group (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) to which any of them belong) are entitled to repayment or credit in respect of the Indirect Tax. The MLAUBs will promptly provide to the Company a tax invoice complying with the relevant law relating to that Indirect Tax.

8 **Syndication**

8.1 The Company acknowledges that the MLAUBs intend to syndicate part of the commitments in relation to Tranche B of the Facility to one or more other financial institutions in consultation with the Company. Syndication of Tranche B of the Facility by the MLUABs may commence following execution and delivery of the Scheme Implementation Deed between the Borrower and the Target. The Company will attempt to agree mutually acceptable arrangements with MLAUBs, whereby each MLAUB may transfer part of its commitments to a new Lender ("**Incoming Lender**") after all of the conditions precedent set out in Schedule 1 (*Conditions Precedent*) to the Term Sheet

have been satisfied but before drawdown of the Facility and such that the Incoming Lender will provide its commitment in place of the relevant MLAUB at Financial Close.

- 8.2 Notwithstanding the foregoing, unless otherwise agreed by the Company in writing, the MLAUBs shall be the only lenders of record under the Facility (and retain all rights in relation to the acceptance or waiver of conditions precedent) until Financial Close has occurred.
- 8.3 A syndication strategy will be agreed with the MLAUBs. The syndication strategy will include an ability for the MLAUBs, on a best endeavours basis, to seek to syndicate Tranche B in part via a new 5-7 year facility under terms tailored to suit institutional investors provided that such terms (including, without limitation, pricing) are no more onerous than the Facility ("**Term Tranche**"). A non-call period of 2 years will apply to a 7 year Term Tranche only. Hedging requirements in respect of the Term Tranche shall only apply for 5 years. Any amounts raised under the Term Tranche will reduce the Tranche B commitment of the MLAUBs. Notwithstanding the foregoing, if the MLAUBs are unable to syndicate the Term Tranche then they remain liable to provide their proportion of the Tranche B commitment which is not syndicated.
- 8.4 The MLAUBs will co-ordinate the selection of Lenders to be approached during Syndication in accordance with the agreed Syndication strategy, provided that in respect of any Lender that will become a Lender prior to Completion (and as such will be required to fund the Facility on Completion in accordance with the Finance Documents), that Lender is one of the banks, financial institutions, trusts, funds or other entities approved by the Sponsors in the context of agreeing the Syndication strategy with the MLAUB provided in any case that, unless otherwise agreed by the Company in writing, the Syndication by the MLAUB of any part of the MLAUB's commitments to any such Lender prior to Financial Close shall not relieve the MLAUB of its commitments as transferred or assigned to that Lender.
- 8.5 The Company shall (and shall ensure that each other member of the Group and the Sponsors shall) give any assistance which the MLAUBs reasonably require in relation to Syndication including, but not limited to:
- (a) the preparation, with the assistance of the MLAUBs, of an information memorandum containing all relevant information (including projections) including, but not limited to, information about the Group and how the proceeds of the Facility will be applied (the "**Information Memorandum**"). The Company shall approve the Information Memorandum before the MLAUBs distribute it to potential new Lenders on the Company's behalf. For the avoidance of doubt, the Company will be responsible for the accuracy of the Information Memorandum;
 - (b) promptly providing any information reasonably requested by the MLAUBs or new potential Lenders in connection with Syndication;
 - (c) making available the senior management and representatives of the Sponsors and the Company for the purposes of giving presentations to, and participating in meetings with, potential new Lenders at such times and places as the MLAUBs may reasonably request;

- (d) using best efforts to ensure that Syndication benefits from each Sponsor's and each Sponsor Affiliate's existing lending relationships; and
- (c) agreeing to such shorter interest periods during the syndication process as are necessary for the purposes of Syndication.

9 Information

9.1 The Company represents and warrants that, subject to any qualifications made in writing when the relevant information is made available:

- (a) any factual information provided to the MLAUBs prepared by or on behalf of a Sponsor, the Company or any other member of the Group (the "**Information**"), but excluding any financial projections, is complete, true and accurate in all material respects as at the date it is provided or as at the date (if any) at which it is stated;
- (b) nothing has occurred or been omitted and no information has been given or withheld that results in the Information being untrue or misleading in any material respect;
- (c) any financial projections contained in the Information have been prepared in good faith and on the basis of recent historical information and on the basis of reasonable assumptions; and
- (d) where such documents are pre Acquisition documents or information otherwise received from the Target Group prior to Financial Close and to which the Company is not a party, to the best of its information, knowledge and belief, having made all reasonable enquiry, it is not aware of any reason to doubt that such information is true in all material respects and not incorrect or misleading in any material respect as at the date they were provided to the MLAUBs.

9.2 The representations and warranties set out in paragraph 9.1 are deemed to be made by the Company daily by reference to the facts and circumstances then existing commencing on the date of this letter and continuing until the date the Finance Documents are signed.

9.3 The Company shall promptly notify the MLAUBs in writing on the Company becoming aware that any representation and warranty set out in paragraph 9.1 is incorrect or misleading and agrees to supplement the Information promptly from time to time to ensure that each such representation and warranty is correct when made.

9.4 The Company acknowledges that the MLAUBs will be relying on the Information and do not assume responsibility for, and have not undertaken any independent verification of, the accuracy or completeness of any such Information. The MLAUBs have no liability to the Company for any use of any such Information.

10 Indemnity

10.1 Whether or not the Finance Documents are signed, the Company shall within five Business Days of demand indemnify each MLAUB and their respective Affiliates and

each of their (or their respective Affiliates') officers, directors, employees, advisers, representatives and agents ("**Indemnified Person**") against any cost, expense loss or liability incurred by or awarded against that Indemnified Person in each case arising out of or in connection with any action, claim, investigation or proceeding commenced or threatened, in relation to:

- (a) the use of the proceeds of the Facility;
- (b) any Commitment Document or any Finance Document; and/or
- (c) the arranging or underwriting of the Facility.

10.2 The Company will not be liable under paragraph 10.1 above for any cost, expense, loss or liability (including without limitation legal fees) incurred by or awarded against an Indemnified Person if that cost, expense, loss or liability results from any breach by that Indemnified Person of any Commitment Document or any Finance Document or resulted directly from the fraud, gross negligence or wilful misconduct of that Indemnified Person.

10.3 The MLAUBs shall not have any duty or obligation, whether as fiduciary for any Indemnified Person or otherwise, to recover any payment made or required to be made under paragraphs 10.1 or 10.2.

10.4 The Company agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any of its Affiliates for or in connection with anything referred to in paragraph 10.1 above except, in the case of an MLAUB following acceptance of the Commitment Documents, for any such cost, expense, loss or liability incurred by the Company that results directly from any breach by that MLAUB (as applicable) of any Commitment Document or any Finance Document or from the fraud, gross negligence or wilful misconduct of that MLAUB.

10.5 Notwithstanding any other provision of this paragraph 10:

- (a) no Indemnified Person shall be responsible or have any liability to the Company or any of its Affiliates or anyone else; and
- (b) the Company shall not be responsible or have any liability to any Indemnified Person,

for consequential losses or damages.

10.6 The Company represents to the MLAUBs that:

- (a) it is acting as principal and for its own account and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary;
- (b) unless otherwise expressly agreed in writing, it is not relying on any communication (written or oral) from any MLAUB as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of the

Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the MLAUBs shall be deemed to be an assurance or guarantee as to the expected results of the Transaction;

- (c) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction; and
- (d) unless otherwise expressly agreed in writing, no MLAUB is acting as a fiduciary for or as an agent or adviser to it in connection with the Transaction.

11 **No Front-running**

Each of the MLAUBs agrees and acknowledges that:

- (a) until Successful Syndication, it shall not, and shall procure that none of its Affiliates shall, engage in any Front Running;
- (b) if it or any of its Affiliates engages in any Front Running, the other MLAUBs may suffer loss or damage and its position in future financings with the other MLAUBs and the Company may be prejudiced; and
- (c) if it or any of its Affiliates engages in any Front Running before Successful Syndication, the other MLAUBs retain the right not to allocate to it a participation under the Facility.

Each of the MLAUBs confirms that neither it nor any of its Affiliates has engaged in any Front Running prior to Successful Syndication nor will it or any of its Affiliates sell down or accept prepayment of any portion of their commitments under Tranche A prior to Successful Syndication.

When each of the MLAUBs signs the Finance Documents and any transfer document under the Finance Documents (in the case of any transfer document, only if signed within three months after the date of signing of the Finance Documents), it shall, if the other MLAUBs so request, confirm to them in writing that neither it nor any of its Affiliates has breached the terms of this paragraph 11.

Any arrangement, front-end or similar fee which may be payable to an MLAUB in connection with the Facility is only payable on condition that neither it nor any of its Affiliates has breached the terms of this letter. This condition is in addition to any other conditions agreed between the MLAUBs in relation to the entitlement of each MLAUB to any such fee.

For the purposes of this paragraph 11:

a **"Facility Interest"** means a legal, beneficial or economic interest acquired or to be acquired expressly and specifically in or in relation to the Facility, whether as initial lender or by way of assignment, transfer, novation, sub-participation (whether disclosed, undisclosed, risk or funded) or any other similar method;

"Confidential Information" means all information relating to the Company, Holdco, the Group, the Target Group, the Finance Documents and/or the Facility which is provided to an MLAUB (the **"Receiving Party"** in relation to the Finance Documents or Facility by a Sponsor, the Company, the Group or any of its affiliates or advisers (the **"Providing Party"**), in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by the Receiving Party of a confidentiality agreement to which that Receiving Party is party; or
- (b) is identified in writing at the time of delivery as non-confidential by the Providing Party; or
- (c) is known by the Receiving Party before the date the information is disclosed to the Receiving Party by the Providing Party or is lawfully obtained by the Receiving Party after that date, from a source which is, as far as the Receiving Party is aware, unconnected with the Group or the Target Group and which, in either case, as far as the Receiving Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"Front Running" means undertaking any of the following activities prior to Successful Syndication which is intended to or is reasonably likely to encourage any person to take a Facility Interest except as a Syndication Lender:

- (a) communication with any person or the disclosure of any information to any person in relation to a Facility Interest;
- (b) making a price (whether firm or indicative) with a view to buying or selling a Facility Interest; or
- (c) entering into (or agreeing to enter into) any agreement, option or other arrangement, whether legally binding or not, giving rise to the assumption of any risk or participation in any exposure in relation to a Facility Interest,

excluding where any of the foregoing is:

- (d) made to or entered into with an Affiliate; or
- (e) an act of an MLAUB (or its Affiliate) who is operating on the public side of an information barrier unless such person is acting on the instructions of a person who has received Confidential Information and is aware of the proposed Facility.

This paragraph 11 is for the benefit of the MLAUBs only.

12 Confidentiality

Each party acknowledges that the Commitment Documents are confidential and the Company and each MLAUB shall not, and shall ensure that none of their respective Affiliates shall, without the prior written consent of the other parties to this letter, disclose the Commitment Documents or their contents to any other person except:

- (a) as required by law or by any applicable governmental or other regulatory authority or by any applicable stock exchange;
- (b) to the Target Group and the current management of the Target Group and their respective officers, employees, investors and advisers on a confidential basis and on the basis that they make no further disclosure, except as required by law or by any applicable governmental or other regulatory authority or by any applicable stock exchange;
- (c) to the Company and its direct or indirect owners (present and prospective, including the Sponsors) and management and each of their respective directors, officers, employees, investors, managers and advisers for the purposes of the Transaction on a confidential and need-to-know basis and on the basis that they make no further disclosure, except as required by law or by any applicable governmental or other regulatory authority or by any applicable stock exchange;
- (d) to the MLAUBs' directors, officers, employees or professional advisers and those of any of its Affiliates for the purposes of the Facility on a confidential and need-to-know basis who have been made aware of and agree to be bound by the obligations under this paragraph or are in any event subject to confidentiality obligations as a matter of law or professional practice;
- (e) to a potential new Lender (but subject always to the transfer and confidentiality restrictions set out in the Term Sheet) on a confidential basis;
- (f) to any of its Affiliates, provided that each party must procure compliance by its respective Affiliates with this paragraph; and
- (g) to its auditors.

13 Publicity/Announcements

- 13.1 Subject to paragraph 13.2, all publicity in connection with the Facility shall be managed by the MLAUBs in consultation with the Company.
- 13.2 No announcements regarding the Facility or any roles as arranger, underwriter, lender or agent shall be made without the prior written consent of the Company and each of the MLAUBs. After Financial Close, the MLAUBs will be entitled to place advertisements in newspapers and other journals, or otherwise publicise their role in the Facility, with the prior written approval of the Company such approval not to be unreasonably withheld.

14 Conflicts

- 14.1 Subject to paragraph 14.2, the Company and each MLAUB acknowledge that the MLAUBs or their Affiliates may provide debt financing, equity capital or other services to other persons with whom the Company or its Affiliates may have conflicting interests in respect of the Facility in other transactions.
- 14.2 The MLAUBs are not permitted to provide debt financing, equity capital or other services to any other person in connection with an acquisition or intended acquisition of all of the issued share capital of Asciano Limited ACN 123 652 862 or any other Material Subsidiary.
- 14.3 The Company and each MLAUB acknowledges that the MLAUBs or their Affiliates may act in more than one capacity under the Finance Documents and may have conflicting interests in respect of such different capacities.
- 14.4 The MLAUBs shall not use confidential information obtained from the Company or its Affiliates for the purposes of the Facility in connection with providing services to other persons or furnish such information to such other persons.
- 14.5 The Company acknowledges that the MLAUBs have no obligation to use any information obtained from another source for the purposes of the Facility or to furnish such information to the Company or its Affiliates.

15 Assignments

- 15.1 The Company shall not assign any of its rights or transfer any of its rights or obligations under the Commitment Documents without the prior written consent of each of the MLAUBs.
- 15.2 No MLAUB shall assign any of its rights or transfer any of its rights or obligations under the Commitment Documents except in accordance with paragraph 8 or with the prior written consent of the Company, provided any and all obligations of, and services to be provided by, the MLAUBs under the Commitment Documents (including its commitments under the Facility) may be performed and any and all rights of the MLAUBs may be exercised by or through any of their Affiliates or branches, and provided the Company is not required to pay any net increase in the aggregate amount of taxes, costs, fees or charges which is a consequence of any transfer or assignment.

16 Termination

- 16.1 Except as specified in paragraph 17 (*Survival*), this letter will automatically terminate upon execution by all relevant parties of the Finance Documents.
- 16.2 If the Company does not accept the offer made by each of the MLAUBs in this letter before 5.00pm in Sydney on 24 August 2015, such offer shall terminate on that date.
- 16.3 Any MLAUB may terminate its obligations under this letter with immediate effect by notifying the Company and the other MLAUBs if:
- (a) in its opinion (acting reasonably), any of the conditions set out in paragraph 5.2 (*Conditions*) is not satisfied by the specified time (provided that, in the

case of the conditions in paragraph 5.2, the relevant breach is not remedied by the Company within 10 Business Days of receipt of a notice from any MLAUB to remedy the breach);

- (b) all MLAUBs agree with the Company in writing that this letter should be terminated;
- (c) there is a material breach of the Company's obligations under any Commitment Document which (if capable of remedy) is not cured within 10 Business Days of notice of such breach being received by the Company;
- (d) the Company notifies the MLAUBs in writing that it no longer wishes to proceed with the Acquisition; or
- (e) the Target is acquired by any party other than a member of the Group.

16.4 The Company may terminate the rights and obligations of any MLAUB under this letter with immediate effect:

- (a) if the Company cannot agree mutually acceptable terms for the fully drafted Finance Documents (based on the Term Sheet where applicable) with such MLAUB by the date falling four weeks after the date of this letter (or such later date agreed between the parties), provided that the Company has negotiated in good faith with a view to agreeing the Finance Documents (based on the Term Sheet where applicable);
- (b) if that MLAUB does not approve the form of the Scheme Documents provided to the MLAUB for its approval;
- (c) if that MLAUB does not approve the facility agreement in respect of the Special Dividend Bridge Loan provided to the MLAUB for its approval;
- (d) if that MLAUB does not approve the final version of the Financial Model provided to the MLAUB for its approval;
- (e) if that MLAUB does not approve the final form of the Ernst & Young Tax Structuring paper;
- (f) if that MLAUB breaches, in any material respect, any of its obligations under the Commitment Documents and that breach is not remedied within 10 Business Days of receipt of a notice from the Company to remedy that breach; or
- (g) if the Company notifies the MLAUBs in writing that it no longer wishes to proceed with the Acquisition,

and, in the case of a termination under paragraph (a) – (e) (inclusive) above, may request that one or more of the other MLAUBs increase their commitment under the Facility by an aggregate amount not exceeding the amount of the cancelled commitment of the relevant MLAUB to enable the financing to proceed.

The Company's termination of the rights and obligations of an MLAUB under this letter as contemplated by this paragraph 16.4 is without prejudice to the continuation of the engagement with the other MLAUBs party to this letter.

17 Survival

17.1 Except for paragraphs 2 (*Commitment and Arranging Obligations*), 5 (*Conditions*), 7 (*Payments and Indirect Taxes*), 9 (*Information*), 12 (*Confidentiality*) and 16 (*Termination*) the terms of this letter shall survive and continue after the Finance Documents are signed.

17.2 Without prejudice to paragraph 17.1, paragraphs 6 (*Costs and Expenses*), 7 (*Payments and Indirect Taxes*), 10 (*Indemnity*), 12 (*Confidentiality*), 13 (*Publicity/Announcements*), 14 (*Conflicts*) other than paragraph 14.2, and 16 (*Termination*) to 20 (*Governing Law and Jurisdiction*) inclusive shall survive and continue after any termination of the obligations of any MLAUB under the Commitment Documents.

18 Entire Agreement

18.1 The Commitment Documents set out the entire agreement between the Company and the MLAUBs as to arranging, underwriting and providing the Facility and supersede any prior oral and/or written understandings or arrangements relating to the Facility.

18.2 Any provision of a Commitment Document may only be amended or waived in writing signed by the Company and each of the MLAUBs.

19 Counterparts

This letter may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this letter.

20 Governing Law and Jurisdiction

20.1 This letter (including the agreement constituted by your acknowledgement of its terms) is governed by New South Wales law.

20.2 The Company submits to the non-exclusive jurisdiction of the courts of New South Wales.

If you agree to the above, please acknowledge your agreement and acceptance of the offer by signing and returning a copy of this letter and the Fee Letter countersigned by you to the MLAUBs, c/- Allens, Level 28 Deutsche Bank Place, 126 Phillip Street, Sydney NSW 2000 (Attention: Rob Watt / Jo Folan).

Yours faithfully

.....

For and on behalf of

Australia and New Zealand Banking Group Limited

.....

For and on behalf of

Barclays Bank PLC, Australia Branch

For and on behalf of

Citibank N.A., Sydney Branch by its authorised signatories

Signature of authorised signatory

Name:

Title:

Signature of authorised signatory

Name:

Title:

.....

For and on behalf of

Deutsche Bank AG, Sydney Branch

.....

For and on behalf of

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch

We acknowledge and agree to the above:

EXECUTED by Nitro Corporation Pty)
 Ltd ACN 607 605 701 in accordance)
 with section 127(1) of the *Corporations*)
Act 2001 (Cth):)

.....)
 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

APPENDIX

Term Sheet

TERM SHEET - PROJECT NITRO

AS\$1,900,000,000 ACQUISITION BRIDGE AND SYNDICATED TERM FACILITY

This term sheet contains confidential information and is intended for the exclusive use of the Sponsors, the Obligors, the Lenders and their respective legal advisors for the purpose of the proposed transaction.

Capitalised terms used in this term sheet have the meaning given to them in the body of the term sheet and Schedule 5 (*Definitions*).

Australia and New Zealand Banking Group Limited, Barclays Bank PLC, Australia Branch,
Citibank N.A., Sydney Branch, Deutsche Bank AG, Sydney Branch and The Hongkong and
Shanghai Banking Corporation Limited, Sydney Branch
as Mandated Lead Arrangers, Underwriters and Bookrunners

This term sheet (this “**Term Sheet**”) sets out the terms of the proposed senior debt financing in support of Nitro Corporation Pty Ltd’s (“**Bidco**”) intended acquisition, by way of a scheme of arrangement, of all of the issued share capital of Asciano Limited ACN 123 652 862 (the “**Acquisition**”).

Bidco, which will be a newly incorporated special purpose company, will be the Borrower of the Facility.

The Sponsors will form a special purpose company referred to in the chart attached as Annexure A as ‘Holdco 2’ (“**Holdco**”) which will own 100 per cent. of the share capital of Bidco.

Please see Annexure A for a chart showing the proposed group structure following completion of the Acquisition.

The Facility will be made available under a senior secured syndicated facility agreement (the “**SFA**”) reflecting the terms set out in this Term Sheet. The SFA will be prepared by Herbert Smith Freehills (legal counsel to the Borrower) with all other Finance Documents to be prepared by Allens (legal counsel to the Lenders).

No fees, costs or expenses of any kind (other than any pre-agreed legal fees) will be payable in connection with this Term Sheet, any Finance Document, any Fee Letter or the Acquisition, unless Financial Close occurs.

PART 1
PARTIES

Holdco	As defined above.
Bidco/Borrower	Nitro Corporation Pty Ltd ACN 607 605 701.
Hold Trust	A special purpose unit trust to be established by the Sponsors prior to Completion which will own the share and trust unit capital of Port Trust and Rail Trust and which is referred to in the structure chart attached as Annexure A as Hold Trust 2.
Hold Trustee	A special purpose company to be incorporated by the Sponsors prior to Completion acting in its capacity as trustee of the Hold Trust.
Obligors	Borrower, Holdco and Hold Trustee.
Target	Asciano Limited ACN 123 652 862.
Sponsors	Brookfield Infrastructure Partners LP and Brookfield Asset Management Inc.
Agent	To be appointed by the Borrower prior to entry into the SFA.
Security Trustee	To be appointed by the Borrower prior to entry into the SFA.
Lenders	Each MLAUB and any new Lender or substituted Lender in accordance with the SFA.
MLAUBs	Australia and New Zealand Banking Group Limited, Barclays Bank PLC, Australia Branch, Citibank N.A., Sydney Branch, Deutsche Bank AG, Sydney Branch and The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch
Group	Holdco, Hold Trustee, Hold Trust and each of their Subsidiaries including after Completion, the Target and each of its Subsidiaries.

PART 2 FACILITY

Type	Acquisition term facility.
Currency	AUD.
Amount	Tranche A: \$950,000,000. Tranche B: \$950,000,000.
Availability Period	Available (via a single drawdown of each tranche on Financial Close) from the date of the SFA until the last day of the Certain Funds Period.
Maturity	Tranche A: 3 years from the date of Financial Close. Tranche B: 5 years from the date of Financial Close.
Purpose	To fund part of the consideration payable by the Borrower to the shareholders of the Target in accordance with the Scheme Documents and associated Acquisition Costs.
Conditions precedent	See Schedule 1 (<i>Conditions Precedent</i>) of this Term Sheet.
Repayment	Bullet repayment at Maturity.
Margin	<p>Tranche A: for the period:</p> <ul style="list-style-type: none"> (a) from Financial Close to and including the date falling 12 months after Financial Close, 3.50% per annum; (b) from the next date after the end of the previous period to and including the date falling 24 months after Financial Close, 4.25% per annum; and (c) thereafter, 4.50% per annum. <p>Tranche B: 4.50% per annum.</p>
Interest Rate	Base Rate plus Margin calculated on the daily drawn amount on the basis of actual days elapsed and a 365 day year.
Security	First ranking security package to be provided in favour of the Security Trustee, including a first ranking general security agreement in respect of all of the assets and undertakings of Holdco, Hold Trustee and the Borrower (including shares in the Target).
Representations and Warranties	The SFA will only contain the Representations and Warranties set out in Schedule 2 (<i>Representations and Warranties</i>) to this Term Sheet.
Information Undertakings	The SFA will only contain the information undertakings set out in Part 1 of Schedule 3 (<i>Undertakings</i>) to this Term Sheet.
General Undertakings	The SFA will only contain the general undertakings set out in Part 2 of Schedule 3 (<i>Undertakings</i>) to this Term Sheet.

**Financial
undertakings**

The SFA will only contain the Financial Undertakings set out in Part 3 of Schedule 3 (*Financial Undertakings*) to this Term Sheet.

Events of default

The SFA will only contain the Events of Default set out in Schedule 4 (*Events of Default*) to this Term Sheet.

PART 3 OTHER TERMS

- Funding** The cash consideration payable by the Borrower to the shareholders of the Target in accordance with the Scheme Documents will be funded by (i) a drawdown of the Facility at Financial Close and (ii) an Equity Contribution.
- Hedging** Hedging will be maintained with the MLAUBs (and/or their Affiliates) and, to the extent set out in the Commitment Letter, the Lenders (and/or their Affiliates) at all times until Maturity, in an amount equal to 50% of the then outstanding amount under Tranche B. The hedging will be implemented within 60 days of Financial Close.
- No hedging will be required if at any time the amount outstanding under Tranche B is less than, or equal to, A\$500,000,000.
- Certain Funds** To provide certainty that the Borrower will be able to meet its obligations under the Scheme Documents and to ensure that it has sufficient funds available to complete the Scheme and achieve Financial Close, the Lenders agree that during the Certain Funds Period:
- (a) any duly completed drawdown request made by the Borrower for the purpose of completing the Scheme or making other payments due as part of Completion under the Scheme Implementation Deed (including, without limitation, the payment of any associated Acquisition Costs) in accordance with the 'Purpose' provision will be complied with; and
 - (b) any rights which exist in favour of the Lenders to cancel any commitments or the Facility, or to rescind or terminate any Finance Document or the Facility, or to accelerate repayment of the Facility, or to enforce any Security or exercise any right of set-off or counterclaim in relation to the loan to be made on Financial Close, will not be exercised,
- but only to the extent that none of the following events has occurred and is subsisting at the time of such request or on the drawdown date for the loan:
- (a) the Conditions Precedent (as set out in Part 1 and Part 2 of Schedule 1) have not been satisfied or waived by the Agent (acting on the instructions of all Lenders);
 - (b) any Major Representation is untrue or misleading in any material respect (whether by omission or otherwise);
 - (c) any Major Default is subsisting or would result from any drawing being advanced to fund the Acquisition; or
 - (d) it is unlawful for the Lenders to provide their share of the loan, for

any reason, under the Finance Documents,

provided that, subject to the terms of the Finance Documents, immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Lenders notwithstanding that they may not have been or could not have been exercised prior to such date.

For the purposes of the above, “**Certain Funds Period**” means from the date of execution of the Commitment Letter to the earliest of:

- (a) 120 days from the date of the Commitment Letter (including any extension agreed between the Borrower and the Agent (acting on the instructions of all initial Lenders));
- (b) the End Date (as defined in the Scheme Implementation Deed); and
- (c) close of business on the date of Financial Close.

For the purposes of paragraphs (b) and (c) above:

“**Major Representation**” means a representation with respect to the Borrower and Holdco only, under any of paragraphs (a) (*Status*), (b) (*Due authority*), (d) (*Binding Obligations*), (e) (*Transactions permitted*), (f) (*Power*), (g) (*Authorisations*), (h) (*No Insolvency Event*), (m) (*Security/pari passu ranking*), (n) (*Ownership of assets*), (u) (*Special Purpose*), (v)(i) (*Ownership*), (w) (*No trustee*), (bb) (*Anti-Corruption Law*), (cc) (*Anti-Money Laundering Laws*) and (dd) (*Sanctions Laws and Regulations*) in Part 1 of Schedule 2 (*Representations and warranties*) to this Term Sheet.

“**Major Default**” means with respect to the Borrower and Holdco only, any Event of Default under any of paragraphs (a) (*Non Payment*), (e) (*Finance Documents void*), (f) (*Repudiation or termination of a Finance Document*), (h) (*Enforcement*), (i) (*Failure to comply with final judgment*), (j) (*Insolvency Event*) or (n) (*Cessation of business*) of Schedule 4 (*Events of Default*) or an Event of Default has occurred under paragraph (b) (*Failure to comply*) of Schedule 4 (*Events of Default*) as a result of a breach of an undertaking under paragraphs (g)(i) and (v) (*Anti-money laundering*) of Part 1 of Schedule 3 (*Undertakings*) of this Term Sheet or of paragraphs (b) (*Merger*), (g) (*Scheme Document*), (l) (*Negative Pledge*), (m) (*Disposals*), (n) (*Guarantees*), (o) (*Distributions*), (p) (*Financial Accommodation*), (q) (*Constitutional Documents*), (r) (*Subsidiaries*), (s) (*Finance Debt*), (t) (*Maintenance of Capital*), (z) (*Sanction Laws and Regulation*), (aa) (*Anti-Money Laundering Laws*) or (bb) (*Anti-Corruption Laws*) of Part 2 of Schedule 3 (*Undertakings*) to this Term Sheet.

Prepayment and Cancellation**Illegality**

Upon it becoming illegal or impossible for a Lender to perform any of its obligations as contemplated in the SFA or to fund or maintain its commitment or participation under the Facility, its commitment shall be cancelled and its share of the outstanding amounts shall be prepaid.

Voluntary Cancellation

The Borrower may, on not less than 3 Business Days' prior written notice, cancel the whole or any part (but, if in part, being a minimum amount of A\$1,000,000 and a whole multiple of A\$100,000) of the Facility.

Any voluntary cancellation shall be applied as between Tranche A and Tranche B in the manner elected by the Borrower.

Mandatory Cancellation

There will be a mandatory cancellation of any undrawn commitment on the last day of the relevant Availability Period.

The undrawn commitment under the Facility will be automatically cancelled and reduced to nil on:

- (a) the last day of the Certain Funds Period if Financial Close has not occurred on or before that date (or the Certain Funds Period has not been extended); or
- (b) following the drawdown at Financial Close.

Voluntary Prepayment

- (a) The Borrower may at any time prepay a loan in whole or in part (but, if in part, being a minimum amount of A\$1,000,000 and a whole multiple of A\$100,000), subject to providing 3 Business Days' prior written notice to the Agent.
- (b) If a prepayment is made on the last day of an Interest Period, such prepayment is made without penalty, fees or costs. However, the Borrower shall pay any break costs associated with any voluntary prepayments made on a date other than the last day of an Interest Period. The definition of break costs will exclude the Margin.
- (c) Any amounts prepaid by the Borrower in respect of the Facility may not be redrawn.

Mandatory Prepayment

The Borrower must ensure that the following amounts are applied in prepayment of the Facility (in the case of paragraphs (a), (b), (c) with respect to a Subsidiary only) to the extent such proceeds are received by the Borrower, which will only be to the extent that the member of the Group which receives the proceeds is not required to apply those proceeds to the prepayment of any Permitted Finance Debt and is not prohibited by law from distributing the proceeds to the Borrower):

- (a) **proceeds of warranty claims:** any amount received by any member of the Group under any warranty, indemnity or other claim in respect of any insurance policy (other than in respect of public liability, personal injury, directors' and officers' liability or business interruption), a Scheme Document or any due diligence report (in each case net of any enforcement costs) prepared in connection with the Scheme to the extent such net proceeds exceed in aggregate a threshold amount of A\$5,000,000 per claim if and to the extent not applied or committed to be applied within 6 months, and if so committed, applied within 12 months, in reinstating or replacing assets or meeting liabilities in respect of which the relevant claim was made;
- (b) **disposal of assets:** following Completion, 100% of Net Sales Proceeds from disposals of assets by any member of the Group where the value of the disposals exceeds:
 - (i) A\$50,000,000 for any single asset; or
 - (ii) A\$75,000,000 in aggregate during any successive 12 month period,

in each case, if and to the extent those proceeds are not reinvested or committed to be reinvested within 6 months, and if so committed, applied within 12 months, in assets of like type and value or other assets relevant to the business of the Group. Only individual disposals for an amount in excess of A\$2,500,000 count towards the 12 month limit;
- (c) **IPO proceeds:** 100% of net proceeds from floatation of the Borrower, Holdco or any Subsidiary on a stock exchange;
- (d) **Debt raising:** 100% of the net proceeds following a new debt raising by a member of the Group:
 - (i) for the purpose of prepaying or repaying all or part of the Facility; or
 - (ii) where the value of such new debt raised exceeds:
 - (A) A\$50,000,000 for any single financing; or
 - (B) A\$75,000,000 in aggregate during any successive 12 month period.

For the avoidance of doubt, a mandatory prepayment obligation does not arise under paragraph (d)(ii) above where the new debt raising is a refinancing of existing Finance Debt of the Target, a Subsidiary of the Target or any Material Subsidiary which does not result in an increase in the level of Finance Debt (other than in respect of any costs, fees and expenses incurred in connection with the refinancing)

incurred by the Target, any Subsidiary of the Target or any Material Subsidiary as at Financial Close.

- (e) **Equity Cure:** any amount paid as an Equity Contribution in accordance with the equity cure rights under Part 3(e) of Schedule 3 (**Financial Undertakings**); and
- (f) **Distributable Cash Sweep:** if the Distribution Conditions are not satisfied for 2 consecutive Calculation Dates, 100% of Distributable Cash held by an Obligor for each period ending on those Calculation Dates will be applied to prepay the Facility.

Any prepayments shall be applied as follows:

- (a) with respect to a mandatory prepayment under (d) above:
 - (i) first, in repayment of Tranche A; and
 - (ii) second, if and once Tranche A has been repaid in full, pro rata towards repayment of Tranche B and the Term Tranche (as defined in the Commitment Letter this Term Sheet is attached to); and
- (b) with respect to any other mandatory prepayment, pro rata in repayment of Tranche A, Tranche B and any Term Tranche. At the Borrower's request, any prepayments must be applied by the Agent at the end of the then current interest period and in the interim, will be held in a proceeds account that is subject to a fixed charge pursuant to the terms of the first ranking general security agreement granted by the Borrower in favour of the Security Trustee. Prepayments made on the last day of an interest period are made without penalty, fees or costs.

Clean-Up Period

For a period commencing on the date of Financial Close and ending on the date falling 90 days after Financial Close ("**Clean-Up Period**"), a breach of a Clean-Up Representation, a breach of a Clean-Up Undertaking or an Event of Default which is a Clean-Up Event of Default (each a "**Relevant Circumstance**") will be deemed not to be a breach of a representation or warranty, a breach of undertaking, a Potential Event of Default or an Event of Default (as applicable) if the breach or Event of Default relates exclusively to the Target or any of its Subsidiaries and their respective assets, subject to the following conditions:

- (a) the Relevant Circumstance would not have a Material Adverse Effect;
- (b) the Relevant Circumstance is capable of being remedied and the Borrower is diligently pursuing a remedy of a breach of a Clean-Up Provision; and
- (c) the Relevant Circumstance has not been knowingly caused or

approved by, or knowingly procured by, an Obligor.

If the Relevant Circumstance is continuing on or after the expiry of the Clean Up Period, there shall be a breach of representation or warranty, breach of undertaking or Event of Default as the case may be notwithstanding the above (and without prejudice to the rights and remedies of the Finance Parties).

For the purposes of the above paragraph:

“Clean-Up Representation” means all representations applying to the Material Subsidiaries.

“Clean-Up Undertaking” means all general undertakings applying to the Material Subsidiaries.

“Clean-Up Default” means all Events of Default, except for paragraphs (a) (*Non Payment*), (b)(ii) (*Failure to comply*), (e) (*Finance Documents void*), (f) (*Repudiation or termination of a Finance Document*), (j) (*Insolvency Event*) or (n) (*Cessation of business*) of Schedule 4 (*Events of Default*) to this Terms Sheet.

“Clean-Up Provision” means any Clean-Up Representation, Clean-Up Undertaking or Clean-Up Default.

Review Event

The SFA will contain a Review Event which will occur where there is a Change of Control (a **“Review Event”**).

The Borrower shall promptly notify the Agent upon becoming aware of a Review Event (**“Review Notice”**).

If a Review Notice is given to the Agent or if a Review Event occurs, then the Agent:

- (a) will negotiate with the Borrower for a period of up to 30 days in good faith to determine whether the Review Event affects the willingness of each Lender (based on its internal credit and other policies as at the day before it receives the Review Notice) to continue to fund or maintain its participation in any loan under the Facility; and
- (b) promptly after the period set out above, notify the Borrower in writing whether the Lenders require any or all of the commitments under the Facility to be cancelled.

If notice is given under paragraph (b) above, then the Agent may notify the Borrower that on the date that is no earlier than 60 days after the receipt of that notice:

- (a) the commitments of some or all of the Lenders under the Facility are cancelled; and
- (b) that the Borrower must prepay all outstanding amounts owed to those Lenders, in which event the Borrower must prepay such amounts on the date specified in such notice.

Proposed Restructure and

The Proposed Restructure and the Completion Steps will be permitted under the SFA and other Finance Documents, including (without

Completion Steps	<p>limitation), under the following undertakings in the SFA:</p> <ul style="list-style-type: none"> (a) Part 2(k) (<i>arm's length dealings</i>); (b) Part 2(l) (<i>Negative Pledge</i>); (c) Part 2(m) (<i>Disposals</i>); (d) Part 2(p) (<i>Financial Accommodation</i>); (e) Part 2(s) (<i>Finance Debt</i>); and (f) Part 2(cc) (<i>Special Purpose</i>). <p>Any proceeds from any disposal or transfer of property to Rail Trust or Port Trust in connection with the Proposed Restructure will not be required to be applied in mandatory prepayment of the Facility.</p> <p>Neither the Special Dividend Bridge Loan proceeds nor any Equity Contribution to be made to a member of the Group to repay the Special Dividend Bridge Loan will be required to be applied in mandatory prepayment of the Facility.</p>
Majority Lenders	<p>Lenders whose aggregate commitments represent not less than 66²/₃% of total commitments.</p> <p>Except where specifically provided, any consent or approval of the Agent will be based on instructions from the Majority Lenders.</p>
Snooze and lose	<p>If a Lender fails to vote within any reasonable time specified by the Agent (or if no period of time is so specified, within 15 Business Days after that Lender has been provided with all necessary information (in the reasonable opinion of the Agent) to make the relevant decision), that Lender's participation shall not be included when considering whether the approval of the Majority Lenders or (subject to the following paragraph below) all Lenders (as applicable) has been obtained in respect of that amendment or waiver.</p> <p>The paragraph above does not apply to any waiver of the Conditions Precedent (as set out in Part 1 and Part 2 of Schedule 1) or matters where the relevant Lender's commitment is being extended or redenominated, in relation to a reduction in margins or fees, or an amount owing to the relevant Lender which is being reduced, deferred or redenominated (as the case may be).</p>
Assignment by the Borrower	<p>The Borrower may not assign or otherwise deal with its rights under the SFA without the prior written consent of the Agent (acting on instructions of all Lenders).</p>
Assignments and Transfers by Lenders	<p>A Lender may assign its rights or transfer by novation any of its rights and obligations under the Finance Documents, in whole or in part, to any financial institution or a trust, fund or other entity regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (in each case excluding any hedge, vulture, or distressed debt trust, fund or entity which principally invests, or was created for the purposes of investing in distressed debt (or any Affiliate or Related Body Corporate of such trust, fund or entity) ("Debt</p>

Fund”) other than in the event of enforcement of the Security in which case an assignment or transfer to a Debt Fund will be permitted). The consent of the Borrower (not to be unreasonably withheld or delayed (and deemed to be given if not refused within 10 Business Days of a Lender request)) will be required for any such assignment or transfer unless:

- (a) the assignee, transferee, new Lender or substituted Lender is an Affiliate of the Lender and remains an Affiliate of the Lender. However an Affiliate does not include any Debt Fund managed by the Lender; or
- (b) the assignee, transferee, new Lender or substituted Lender is another Lender or Affiliate of another Lender (and remains an Affiliate of another Lender) to the Facility. However an Affiliate does not include any Debt Fund managed by that Lender; or
- (c) an Event of Default is subsisting.

Unless an Event of Default is subsisting, such transfer must be in a minimum amount of not less than A\$10,000,000 and must not result in the Lender’s remaining participating being less than A\$10,000,000 unless it is reduced to nil.

Except where an assignment or transfer is made at the request of the Borrower or while an Event of Default is subsisting, a Lender must bear its own costs and expenses (including legal fees) in connection with any such transfer or assignment.

The Borrower will not be liable for any Tax gross up, increased cost or other indemnity provisions that apply to the extent any Taxes or other payments would not have arisen but for the assignment or transfer.

A Lender may, without the consent of, or notice to, the Borrower, sub-participate or enter into a credit derivative transaction, credit insurance arrangement or a synthetic securitisation transaction in relation to all or part of its participation in the SFA provided that the Lender remains lender of record and controls all voting decisions with respect to the SFA.

Notwithstanding any of the foregoing, other than as set out in the Commitment Letter, the MLAUBs shall be the only lenders of record under the Facility (and retain all rights in relation to the waiver of conditions precedent) until Financial Close has occurred.

Replacement of Lender

A mechanism will be included in the SFA pursuant to which the Borrower may (but is not obliged to), subject to certain conditions, replace or prepay:

- (a) a Lender which has not consented to a waiver or amendment requiring the consent of all Lenders and to which the Majority Lenders have consented;
- (b) a Lender to which the Borrower becomes obliged to pay an amount pursuant to the illegality, increased costs, market disruption or tax gross-up provisions of the SFA; or

- (c) a Lender who has not funded a drawdown when required to do so, demonstrates an intention not to participate in a drawing when required in accordance with the Finance Documents or in respect of which an Insolvency Event or illegality event has occurred

except that, in the case of a prepayment only, provided that no Event of Default is subsisting and, other than in the case of a prepayment in respect of any increased costs, the prepayment is funded by Equity Contributions or cash available for distribution by Holdco in accordance with paragraph (o) of Part 2 of Schedule 3 (*Undertakings*).

The Borrower shall provide 5 Business Days' prior written notice to the Agent and such Lender if the Borrower exercises this right.

No Lender will have any obligation to find a replacement Lender for any such Lender. This provision shall not enable the Agent or the Security Trustee acting in such capacities to be replaced. Interest rate hedging transactions for which that Lender (or its Affiliate) is the Hedge Counterparty must be transferred at the same time or, if not transferred, may be terminated by that Hedge Counterparty.

Disenfranchisement

Usual LMA Sponsor Disenfranchisement restrictions to apply to Sponsor and Sponsor Affiliate Debt Purchase Transactions. In addition, no Group member may become a Lender or enter into any Debt Purchase Transaction or beneficially own or control all or a material part of the equity of an entity that is a Lender or other party to a Debt Purchase Transaction other than if:

- (a) the relevant Group member is the Borrower;
- (b) no Event of Default is subsisting and the purchase of debt is funded by Equity Contributions or cash available for distribution by Holdco in accordance with paragraph (o) of Part 2 of Schedule 3 (*Undertakings*);
- (c) such purchase is made for a consideration less than par; and
- (d) such purchase is made through a transparent solicitation process or an open order process,

and in each case:

- (a) any participation purchased by the Borrower is cancelled; and
- (b) any gain or profit resulting from such purchase will not be included in EBITDA.

Increased Costs

Subject to the usual exceptions (including, without limitation, increased costs arising from an assignment or transfer to a Lender and Basel III), the Finance Parties will be reimbursed for certified increased costs associated with the introduction / change in / change in the interpretation of any law or regulation unknown in each case as at the date of the SFA and notified within 180 days of the increased cost occurring.

The Lender, in consultation with the Borrower, will use all reasonable efforts to mitigate the circumstances giving rise to the increased cost.

Interest Period	1, 2, 3 or 6 months or any other period agreed between the Borrower and the Agent.
Default interest	If there is a payment default by the Borrower, additional 2% accrues on the overdue amount.
Market Disruption	To be based on standard APLMA provisions. Alternatives to the Base Rate will apply if screen rates or Reference Bank rates are not available or the Agent receives notice from two or more Lenders (whose participations in the Facility exceed 40 per cent) that as a result of market circumstances not limited to it, the cost to it of funding its participation is or would be in excess of the Base Rate. The optional APLMA wording '[whether or not those circumstances, or their effect on the Lender's cost of funds, subsist on the date it becomes a Lender),]' will not be included.
Taxes and deductions	All payments by the Borrower under the SFA will be made free and clear of any and all current and future taxes, duties or deductions. Standard gross-up provisions will apply (with carve outs for excluded taxes consistent with standard APLMA provisions).
Australian Withholding Tax	<p>The SFA will contain standard provisions permitting the Borrower to cancel or prepay a Lender in the event that any sum payable to the Lender by the Borrower is required to be increased as a result of such change in law.</p> <p>The Facilities will be structured to comply with s128F of the Tax Act. The Borrower will complete a public offer process in accordance with s128F of the Tax Act. The MLAUBs and Borrower will provide public offer representations and will provide standard confirmations about known or suspected offshore associates.</p>
FATCA	The SFA shall include standard lender risk FATCA provisions such that FATCA deductions shall be made where required, the Borrower shall not be required to gross up and FATCA shall be excluded from the increased costs provision.
Miscellaneous Provisions	<p>The SFA will contain provisions usual for transactions of this nature relating to, among other things, Privacy Act, indemnities, set-off and other standard boilerplate provisions.</p> <p>The SFA will include APLMA provisions relating to defaulting lenders and the Agent being impaired.</p>
Costs and Expenses	All reasonable documented costs and expenses (including legal fees) subject to such limits as may be agreed by the Sponsors in writing incurred by the Agent and the MLAUBs in connection with the negotiation, preparation, execution and syndication of the Facility and all related documentation shall be paid by the Borrower within 3 Business Days of demand. Standard reimbursement provisions for costs of waivers, amendments and enforcement.
Confidentiality	This Term Sheet and the information contained herein and any definitive legal documentation is confidential and cannot be disclosed by a Finance Party except to its professional advisers, as required by law or any

regulatory bodies (including any applicable stock exchange).

**Governing Law and
jurisdiction** New South Wales.

SCHEDULE 1

CONDITIONS PRECEDENT

Part 1. Conditions Precedent to Certain Funds

The Certain Funds Period will be subject to satisfaction of the following Conditions Precedent which must be in form and substance satisfactory to the Agent (acting on the instructions of all Lenders):

- (a) **(Structure chart)** A certified copy of a structure chart showing the proposed group structure following Completion, substantially in the form of Annexure A (Group Structure Chart).
- (b) **(Financial Model)** A certified copy of the Financial Model which has been agreed by the Borrower and the Lenders.
- (c) **(Scheme Documents)** Certified copy of duly executed counterparts of each Scheme Document.
- (d) **(Due diligence)** Copies of the following reports in a form and substance satisfactory to the Finance Parties have been received and each Finance Party is entitled to rely on those reports:
 - (i) Legal – Herbert Smith Freehills
 - (ii) Regulatory – Synergies
 - (iii) Market – (Coal – Wood MacKenzie / Intermodal – Synergies / Ports – Mercator)
 - (iv) Insurance – Marsh
 - (v) Technical – Aurecon
 - (vi) Tax – Ernst & Young
 - (vii) Accounting – Ernst & Young
 - (viii) Model Audit Opinion – Ernst & Young
- (e) **(Special Dividend Bridge Loan)** A certified copy of the facility agreement in respect of the Special Dividend Bridge Loan.

Part 2. Conditions Precedent to drawdown

Drawdown under the SFA will be subject to satisfaction of the following Conditions Precedent which must be in form and substance satisfactory to the Agent (acting on the instructions of all Lenders):

- (a) **(Finance Documents)** Original counterparts of each of the following Finance Documents duly executed by the Obligors:
 - (i) the SFA;
 - (ii) the Security Trust Deed;
 - (iii) each Fee Letter;
 - (iv) each Security Document;

- (v) the Subordination Deed,
- together with sufficient funds required to ensure that each such Finance Document which must be stamped or registered can be stamped or registered.
- (b) **(Searches)** The results of :
 - (i) searches of the Obligors and the Secured Property at ASIC and on the PPSR; and
 - (ii) searches of the Target at ASIC showing no insolvency proceedings.
 - (c) **(Verification certificate)** An original verification certificate in relation to each Obligor given by a director of that entity substantially in the form to be annexed to the SFA (with customary attachments (including constitutions and trust deeds, as applicable, of each Obligor, Hold Trust, Rail Trust and Port Trust) and certifications).
 - (d) **(Fees and costs)** Evidence that the fees and costs due on or before Financial Close from the Borrower to the Finance Parties (or their advisers) have been paid or will be paid on or before the drawdown.
 - (e) **(Authorisation)** A copy of each material Authorisation required by an Obligor in connection with the entry into and performance of the transactions contemplated by any Transaction Document, or for the validity and enforceability of any Transaction Document.
 - (f) **(Sponsor Equity Contribution)** Evidence that:
 - (i) the Equity Contribution has been received by the Borrower or deposited into the Scheme Trust Account, or will be received or deposited simultaneously with first utilisation under the Facility; and
 - (ii) BIP Scrip will be issued to the Borrower and transferred to Target shareholders or issued to Target shareholders on or before the Implementation Date,

in an aggregate amount equal to at least 56% of the Acquisition Cost and such funds have been contributed in accordance with the funds flow statement.
 - (g) **(Legal opinion)** A legal opinion from Allens in relation to the Obligors, the Finance Documents and stamping of the Finance Documents.
 - (h) **(Completion)** Completion certificate signed by a director of the Borrower certifying that:
 - (i) all material Authorisations required to complete the Acquisition have been obtained;
 - (ii) there has been no waiver of any condition precedent or subsequent under the Scheme Documents that would be adverse to the rights or interests of the Finance Parties in any material respect without the Agent's prior written approval (acting on the instructions of all Lenders (not to be unreasonably withheld or delayed)) and all conditions precedent to the Scheme have been or will prior to drawdown be waived or satisfied in all material respects;
 - (iii) following Completion:
 - (A) the only Security Interests of the Obligors will be Permitted Security Interests under paragraph (e) of that definition; and
 - (B) the only Finance Debt of the Obligors will be Permitted Finance Debt;

- (iv) the Scheme has been approved by the Target's shareholders and the court (attaching a copy of the judgment of the second court hearing and confirming that a copy of that order has been lodged with ASIC); and
 - (v) completion of the Acquisition will occur promptly following drawdown of the Facility (and in any event within 3 Business Days).
- (i) **(Funds Flow Statement)** A certified copy of the funds flow statement showing the sources and uses of funds at Financial Close and that the drawdown of the Facility, together with the Sponsor Equity Contribution under paragraph (f) above, will be sufficient to pay the Acquisition Costs in full and to meet Debt Service for the first three months of the Facility.
 - (j) **(Title Documents)** All documents and evidence of title to the shares in the Borrower and units in the Port Trust and the Rail Trust (including share and unit certificates (as applicable) and blank share and unit transfer forms (as applicable)).
 - (k) **(Share register)** Certified copy of the share register of the Borrower, evidencing that Holdco holds all issued shares in the Borrower and the shares in the Borrower are the subject of a Security Document granted by Holdco.
 - (l) **(Unit register)** Certified copy of the unit register of Port Trust and Rail Trust, evidencing that Hold Trustee holds all issued units in the Port Trust and Rail Trust.
 - (m) **(KYC)** All documents and other evidence reasonably requested by the Finance Parties in each case to the extent necessary for each Finance Party to comply with its 'know your client', anti-money laundering or other similar checks in relation to the Obligors under all applicable laws and regulations, including provision of an Authorised Officers certificate duly executed by the Borrower.
 - (n) **(Hedging Protocol)** A copy of the Hedging Protocol.
 - (o) **(Tax Sharing and Tax Funding Agreement)** Certified copy of counterparts of the Tax Sharing and Funding Agreement duly executed by the Obligors.
 - (p) **(Turnover letter)** An original counterpart of the letter titled "Project Nitro – Turnover Letter" dated on or about the date of the SFA between Brookfield Infrastructure Group (Australia) Pty Ltd, the Borrower and the Agent.

Part 3. Conditions Subsequent

- (a) **(Target Shares)** Within 30 days of Financial Close, the Borrower will deliver to the Agent, each in form and substance satisfactory to the Agent (acting on the instructions of all Lenders):
 - (i) a certified copy of the share register of the Target, evidencing that the Borrower holds all issued shares in the Target and the shares in the Target are the subject of a Security Document granted by the Borrower; and
 - (ii) the original share certificates and signed blank share transfer forms (executed by the Borrower) in respect of the entire share capital in the Target.
- (b) **(Target constitution)** Within 30 days of Financial Close, the Borrower will deliver to the Agent a certified copy of the constitution of the Target. The constitution should provide that the directors of the Target must register any transfer executed in consequence of the enforcement of the Security.
- (c) **(Material Finance Documents)** Within 30 days of Financial Close, the Borrower will deliver to the Agent a certified copy of each Material Finance Document.

SCHEDULE 2

REPRESENTATIONS AND WARRANTIES

Part 1. Representations and Warranties – General

Each Obligor represents and warrants:

- (a) **(Status)** It is duly incorporated or registered (or taken to be registered) and validly existing under the laws of its place of incorporation.
- (b) **(Due authority)** It has taken all necessary corporate action to authorise entry into, delivery and performance of the Transaction Documents to which it is a party and to carry out the transactions contemplated by the Transaction Documents.
- (c) **(Group Structure)** The group structure chart set out in Annexure A (*Group Structure Chart*) (or the group structure chart most recently delivered under paragraph (a) of Part 1 of Schedule 1 (*Conditions precedent*) or paragraph (d) of Part 1 of Schedule 3 (*Undertakings*)) sets out the true, complete and correct corporate structure and ownership of the Group (assuming registration of the transfer of shares in the Target has occurred).
- (d) **(Binding Obligations)** Subject to the Reservations, the obligations assumed by it in each of the Transaction Documents to which it is a party are legal, valid, binding and enforceable in accordance with their terms
- (e) **(Transaction permitted)** The entry, delivery and performance by it of any obligations under the Transaction Documents to which it is a party and the transactions contemplated by the Transaction Documents does not (and will not) conflict with:
 - (i) any law or regulation applicable to it or any directive of any Government Agency;
 - (ii) its constitutional documents; or
 - (iii) any agreement or instrument binding on or any of its assets which would have or is reasonably likely to have a Material Adverse Effect.
- (f) **(Power)** It has the power to enter into, deliver and perform its obligations under the Transaction Documents to which it is a party and the transactions contemplated by the Transaction Documents to carry on its business as currently conducted or as contemplated and the power to own its assets.
- (g) **(Authorisations)** It has, and following Completion each Material Subsidiary has, in full force and effect all Authorisations then required or necessary to:
 - (i) enter into the Transaction Documents to which it is a party;
 - (ii) comply with its obligations under the Transaction Documents and allow the Transaction Documents to which it is a party to be enforced by it; and
 - (iii) carry on its business, unless such failure would not or would not be reasonably likely to have a Material Adverse Effect.
- (h) **(No Insolvency Event)** No Insolvency Event has occurred in relation to it or, following Completion, any Material Subsidiary.
- (i) **(No default)**
 - (i) no Event of Default;

- (ii) as at the date of the SFA and on Financial Close no Review Event and, to the best of its information, knowledge and belief after having made due enquiry, no Default, in each case has occurred and is subsisting which has not been notified to the Agent in accordance with the Finance Documents except in respect of matters related to the Target and its Subsidiaries during the Clean-Up Period.
- (j) **(No Breach of Law)** It and, following Completion, each Material Subsidiary has complied in all respects with any law (including, without limitation, any environmental law) and regulations binding on it where failure to comply would have, or is reasonably likely to have, a Material Adverse Effect.
- (k) **(Accuracy of information)** Subject to any qualification made in writing when the relevant information is made available, and in respect of written factual information, financial statements, projections and copies of documents disclosed, provided or given prior to Completion, to the best of its information, knowledge and belief after having made due enquiry:
- (i) all written factual information (which excludes, for the avoidance of doubt, opinions, projections and information of a general economic nature) disclosed by it or on its behalf to any Finance Party in connection with the Finance Documents is true in all material respects and not incorrect or misleading in any material respect as at the date it was provided;
 - (ii) all financial statements and projections provided in writing (including the Financial Model) were, as at the date provided, prepared in good faith and with due care and skill, on the basis of the most recently available information and on the basis of reasonable assumptions;
 - (iii) nothing has occurred or been omitted from the information provided in connection with the Finance Documents and no information has been given or withheld that results in the information provided being untrue or misleading in any material respect; and
 - (iv) all copies of documents given by it or on its own behalf to the Agent are true and complete copies as at the date they were given, unless expressly specified otherwise as at the time provided to the Agent.
- (l) **(No Proceedings)** There are no current litigation, arbitration, administrative or investigative proceedings or labour disputes subsisting against it or, following Completion, any Material Subsidiary which, if adversely determined, would have or would be reasonably likely to have a Material Adverse Effect and, to the best of its information, knowledge and belief after having made due inquiry, no such actions, suits or proceedings are threatened or contemplated.
- (m) **(Security/pari passu ranking)**
- (i) Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.
 - (ii) Subject to the Reservations, each Security Interest it has granted to the Security Trustee creates the Security which it is expressed to create with the ranking and

priority it is expressed to have over the property which it is expressed to apply subject to any prior ranking Permitted Security Interest.

- (iii) No Security Interest subsists over the Secured Property other than a Permitted Security Interest.
- (n) **(Ownership of assets)**
 - (i) It is the sole legal and beneficial owner of its Secured Property.
 - (ii) It is, and following Completion each Material Subsidiary is, the sole legal and (other than any Material Subsidiary which is the trustee of a trust) beneficial owner, licensee or lessee, or is entitled to use all material assets necessary for the conduct of its business.
- (o) **(Immunity from suit)** Neither it nor, following Completion, any Material Subsidiary nor their assets enjoy immunity from suit or execution in relation to its obligations under the Finance Documents.
- (p) **(Accounts)** Its most recent audited Financial Accounts delivered under paragraph (a)(i) in Part 1 of Schedule 3 (*Undertakings*) give a true and fair view of, and its most recent unaudited Financial Accounts delivered under paragraph (a)(ii) in Part 1 of Schedule 3 (*Undertakings*) fairly represent, the matters with which they deal, and the financial condition and state of affairs of the Group or Holdco, as applicable, at the date they were prepared and the results and operations of the Group or Holdco, as applicable, for the period they cover. There has been no material adverse change in the business, assets or financial condition of the Group since the date of the most recent Financial Accounts provided to the Agent.
- (q) **(Taxes)** It and, following Completion, each Material Subsidiary has paid or procured payment of all Taxes when due and payable other than any Tax being contested in good faith (where payment is not required before the dispute is resolved) and the Group has sufficient financial reserves or undrawn credit lines set aside for payment if the contest is adversely decided, in each case where failure to do so would have a Material Adverse Effect.
- (r) **(Benefit)** It will receive reasonable commercial benefits from entering into and performance of the Transaction Documents to which it is a party.
- (s) **(No benefit to related party and no financial assistance)** The execution and delivery by it of any Transaction Document to which it is a party or the participation by it in any transaction in connection with any Transaction Document to which it is a party will not violate or contravene Part 2E or Part 2J of the Corporations Act.
- (t) **(Disclosure)** It has disclosed in writing to the Agent prior to the date of first execution of any Finance Document all facts of which it has knowledge, which it believes in good faith, if not disclosed, would materially adversely affect the decision of a prudent and reasonable financial institution to enter into the Finance Documents and to carry out the transactions that they contemplate.
- (u) **(Special Purpose)** Each of Hold Trustee, Holdco and the Borrower has not carried on any business or activities or incurred any other liabilities or commitments (actual or contingent, present or future) other than:

- (i) as permitted by the Transaction Documents to which it is a party and documents relating to its capitalisation (including any applicable shareholder agreements);
 - (ii) in relation to payment of amounts pursuant to or in connection with those documents, including in respect of Acquisition Costs;
 - (iii) in connection with maintaining its corporate existence;
 - (iv) the holding of cash and cash equivalents, Marketable Securities in any member of the Group and the making of loans to Group Members;
 - (v) having rights and liabilities with respect to Marketable Securities in it and loans to it (including with respect to interest withholding tax);
 - (vi) having rights and liabilities in connection with any Tax Sharing Agreement or Tax Funding Agreement and obligations with respect to Taxes;
 - (vii) in relation to holding of or expenditure of cash or disposing or acquiring short term investments;
 - (viii) in relation to providing administrative services to the Group;
 - (ix) in relation to obtaining advice and incurring professional fees and administration costs in the ordinary course of business as a holding company or Obligor under the Finance Documents;
 - (x) under any agreements entered into for the purposes of, or concerned with, any administrative, management or operational matters in connection with its status as a holding company;
 - (xi) in relation to entering into the Transaction Documents and the Scheme Documents to which it is a party; and
 - (xii) generally acting as a holding company.
- (v) **(Ownership)**
- (i) Holdco is the legal and beneficial owner of all issued shares in the Borrower.
 - (ii) On and from Completion, the Borrower is the legal and beneficial owner of all issued shares in the Target.
- (w) **(No trustee)** It is not the trustee of any trust or settlement other than as described in the Finance Documents.
- (x) **(Filing and stamp duty)** All filings and registrations which are required to be effected, and all stamp, registration or similar taxes which are required to be paid, to ensure that the Finance Documents are legal, valid, binding and enforceable in evidence and have the priority that they contemplate have been effected and paid or will, within the time prescribed by law, be effected and paid.
- (y) **(Partnerships and joint ventures)** It and, following Completion, each Material Subsidiary is not a partner in any partnership or a party to any joint venture other than a Permitted Joint Venture.

- (z) **(Authorised signatories)** Any person specified as its authorised signatory is authorised to sign a drawdown notice and other notices on its behalf except where it has previously notified the Agent that the authority has been revoked.
- (aa) **(Intellectual Property)** To the best of its information, knowledge and belief (after having made due enquiry), it and, following Completion, each Material Subsidiary has good title to, or right to use (under licence or otherwise) all material Intellectual Property reasonably necessary for it to carry on its business as presently conducted, where failure to do so has had or is reasonably likely to have a Material Adverse Effect.
- (bb) **(Anti-Corruption Laws)** To the best of its knowledge and belief, having made due enquiry, neither it and, following Completion, any Material Subsidiary nor any director or officer associated with or acting on behalf of it has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; or violated or is in violation of any provision of the Anti-Corruption Laws.
- (cc) **(Anti-Money Laundering Laws)** Its and, following Completion, each Material Subsidiary's operations, to the best of its knowledge and belief, having made due enquiry, are and have been conducted at all times in compliance with Anti-Money Laundering Laws applicable to the Obligor or Material Subsidiary (as applicable) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving an Obligor or Material Subsidiary with respect to Anti-Money Laundering Laws applicable to the Obligor or Material Subsidiary (as applicable) is pending and no such actions, suits or proceedings are threatened or contemplated.
- (dd) **(Sanctions Laws and Regulations)**
 - (i) To the best of its knowledge and belief, having made due enquiry, none of its directors, officers, brokers or other agents acting or benefiting in any capacity in connection with any Facility, or any of its parents, subsidiaries, or affiliates, is a Designated Person.
 - (ii) The processing of any transaction by a Finance Party in accordance with the Borrower's instructions will not breach any laws or regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to an Obligor.

Part 2. Trustee Representations and Warranties

Hold Trustee (both in its own right and as trustee of the Hold Trust) represents and warrants that:

- (a) **(Status of Hold Trust)** The Hold Trust is validly constituted and has not terminated.
- (b) **(Status as trustee)** It is the sole trustee of the Hold Trust, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of the Hold Trust.
- (c) **(Trust power)** It has power under the Hold Trust Deed to:
 - (i) own the relevant Hold Trust Fund and carry on the business of the Hold Trust as it is now being conducted; and

- (ii) enter into each Finance Document to which it is a party and to perform its obligations under those documents in its capacity as trustee of the Hold Trust, and there is no restriction or condition on its doing so.
- (d) **(Trust authority)** All action has been taken that is necessary under the Hold Trust Deed or at law to:
 - (i) authorise its entry into each Finance Document to which it is a party and to perform its obligations under those documents;
 - (ii) ensure that each Finance Document to which it is a party is binding on it as trustee of the Hold Trust (subject to the Reservations); and
 - (iii) enable it to properly carry on the business of the Hold Trust.
- (e) **Benefit of beneficiaries** It is entering into each Finance Document to which it is a party as part of the proper administration of the Hold Trust and it has been authorised to do so by the beneficiaries of the Hold Trust.
- (f) **Right of indemnity**
 - (i) It has the right to be indemnified out of the Hold Trust Fund in relation to any liability arising under or in connection with the proper performance of its rights and obligations under each Finance Document to which it is a party.
 - (ii) It has not released or disposed of its equitable lien over the Hold Trust Fund other than pursuant to the Security.
- (g) **Rights of beneficiaries** The rights of the beneficiaries to and their interest in the Hold Trust Fund are subject to:
 - (i) the Agent's and Security Trustee's rights and interests in the Hold Trust Fund under the Finance Documents; and
 - (ii) any rights and interests of the Hold Trustee in the Hold Trust Fund to which the Agent or the Security Trustee may be subrogated.
- (h) **Terms of the Hold Trust** It has disclosed to the Agent full particulars of the Hold Trust and has given the Agent a complete and up-to-date copy of the Hold Trust Deed.
- (i) **No termination** No action has been taken nor is there any proposal or requirement to wind up, terminate, reconstitute or resettle the Hold Trust.

Part 3. Repeating Representations and Warranties

Representations and warranties are made at signing and Financial Close and, other than paragraphs (i)(ii) (*No default*), (k)(iii) (*Accuracy of information*) and (r) (*Benefit*) and (t) (*Disclosure*) of the representations and warranties in Part 1, will be repeated on each Drawdown Date, at the beginning of each Interest Period and on the date of each Compliance Certificate by reference to the facts and circumstances then subsisting but are repeated subject to any disclosure made by the Borrower to the Agent in writing on or prior to the date of such repetition and accepted by the Agent in writing on or prior to the date of such repetition.

The representations with respect to each Material Subsidiary, are qualified to the extent disclosed in the Due Diligence Reports or disclosed to the Finance Parties in writing where, in either case, such disclosure is accepted by the Finance Parties in writing.

SCHEDULE 3 UNDERTAKINGS

Part 1. Information Undertakings

- (a) **(Financial Information)** The Borrower will provide to the Agent:
- (i) **(Annual accounts)** as soon as practicable and in any event (A) in respect of its first financial year ending after Completion no later than 150 days after the end of such financial year and (B) in respect of its subsequent financial years, 120 days after the end of each such financial year, a copy of:
 - (A) the audited consolidated Financial Accounts for the Group;
 - (B) the audited unconsolidated Financial Accounts for the Opco Group; and
 - (C) the audited combined Financial Accounts for the Borrower and Hold Trust, in each case, for that financial year;
 - (ii) **(Semi Annual accounts)** as soon as practicable and in any event no later than 90 days after the end of the first half of each financial year, a copy of:
 - (A) the unaudited consolidated Financial Accounts for the Group;
 - (B) the unaudited consolidated Financial Accounts for the Opco Group; and
 - (C) the unaudited combined Financial Accounts for the Borrower and Hold Trust, in each case, for that half of the year; and
 - (iii) **(quarterly accounts)** as soon as practicable and in any event no later than 45 days after the end of each quarter, a copy of the management accounts for:
 - (A) the Group;
 - (B) the Opco Group;
 - (C) the Borrower and Hold Trust, prepared on a combined basis, in each case, for that quarter together with management commentary as to performance for that period against any forecasts and assumptions contained in the Annual Budget relating to that period.
- (b) **(Annual Budget)** The Borrower will provide to the Agent an Annual Budget within 60 days after the commencement of each financial year.
- (c) **(Compliance Certificate)** The Borrower will provide to the Agent each time it provides the Financial Accounts referred to in paragraph (a) above, a Compliance Certificate signed by two Authorised Officers. The Compliance Certificate must show the calculation of the Financial Undertakings set out in Part 3 of Schedule 3 (*Financial Undertakings*) including details of EBITDA adjustments and confirm that no Event of Default or Review Event is subsisting and that there is no breach of the Financial Undertakings. If the Compliance Certificate certifies compliance with the Financial Undertakings and confirms that no Event of Default or Review Event is subsisting, the Compliance Certificate will be deemed accepted unless the Agent notifies the Borrower within 20 Business Days of receipt of the Compliance Certificate that the Agent (acting reasonably) disputes anything set out in that

Compliance Certificate. In such circumstances, a dispute resolution procedure will apply, to be set out in the SFA.

(d) **(Notification of certain events)** The Borrower will as soon as practicable and in any event, within 10 Business Days of becoming aware notify the Agent in writing if it becomes aware of the occurrence of:

- (i) **(Event of Default, Review Event and Potential Event of Default)** any Review Event, Potential Event of Default or Event of Default and the steps, if any, proposed to remedy it.
- (ii) **(Government notice)** any notice by a Government Agency concerning any material breach of an Authorisation by an Obligor or a Material Subsidiary or breach of law or any other matter which has, or would have, a Material Adverse Effect.
- (iii) **(Compulsory acquisition)** any proposal of any Government Agency to compulsorily acquire any material asset of an Obligor or a Material Subsidiary.
- (iv) **(Scheme Document)** any material notice by a party to any Scheme Document to another party to such Scheme Document including, without limitation any notice by a party to any Scheme Document concerning any material amendment, breach or waiver, threatened or actual termination (other than any termination due to the passage of time), rescission, consent or approval under an Scheme Document.
- (v) **(Litigation)** any litigation, arbitration, criminal or administrative proceedings which are current, pending or to its knowledge threatened that involves a claim (whether alone or in aggregate with all such other claims) against an Obligor or a Material Subsidiary which is reasonably likely to be adversely determined to a member of the Group and which, if adversely decided, would have a Material Adverse Effect.
- (vi) **(Mandatory prepayment proceeds)** receipt by any member of the Group of any amount or proceeds from a warranty, indemnity or other claim in respect of any due diligence report, insurance policy (other than in respect of public liability, personal injury, directors' and officers' liability or business interruption), Scheme Document, a disposal of assets, a floatation on a stock exchange or a debt raising, amount paid as an Equity Contribution in accordance with the equity cure rights or from cash available for distribution by Holdco in accordance with paragraph (o) of Part 2 of Schedule 3 (*Undertakings*), , in each case where such amount or proceeds is, subject to being applied to reinstate or replace assets or meet liabilities or reinvest in assets (as applicable), required to be applied in mandatory prepayment of the Facility.
- (vii) **(Annual Budget)** any material change or amendment to an Annual Budget provided to the Agent under paragraph (b) above within 15 Business Days of becoming aware of such change or amendment.
- (viii) **(Material Finance Documents)** any:
 - (A) termination or any material amendment to or material variation of a Material Finance Document;

- (B) event of default (howsoever defined) or review event under a Material Finance Document and the steps, if any, proposed to remedy it; or
 - (C) any Material Finance Document entered into after the date of the SFA.
- (ix) **(Environmental claims)** any environmental claim against or requirement of a material expenditure by a Material Subsidiary under environmental law which has or would have, a Material Adverse Effect.
- (x) **(Material Subsidiaries)** any Subsidiary becoming or ceasing to be a Material Subsidiary.
- (e) **(Group Structure Chart)** The Borrower undertakes to deliver to the Agent promptly (and in any event within 10 Business Days), an updated group structure chart to the extent the version set out in Annexure A (*Group Structure Chart*) previously given to the Agent is no longer correct.
- (f) **(KYC)**
 - (i) If for any reason any Finance Party is required to comply with any 'know your client' checks and the information necessary for the Finance Party to comply is not already available to it, the Borrower shall promptly on request by the Agent (on behalf of the Finance Party) supply, or procure the supply of, such documentation and other evidence as is reasonably requested to enable the Finance Party to comply. This provision also applies in the case of a proposed assignment or transfer by a Finance Party of any of its rights or obligations under the Finance Documents to a person who is not already a Finance Party at the time of the assignment or transfer as if the prospective new Finance Party was a Finance Party.
 - (ii) If for any reason the Agent is required to comply with any 'know your client' checks and the information necessary for it to comply is not already available to it, each other Finance Party shall promptly on request by the Agent (for itself) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent for it to comply.
- (g) **(Anti-money laundering)**
 - (i) The Borrower and each Finance Party agree that a Finance Party may delay, block or refuse to process any transaction without incurring any liability if that Finance Party reasonably suspects that:
 - (A) the transaction will breach any laws or regulations within Australia or any other relevant country;
 - (B) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by Australia, Hong Kong, the United States, the European Union or any other country; or
 - (C) the transaction directly or indirectly involves the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other relevant country.

- (ii) The Borrower must provide all information to the Agent which any Finance Party reasonably requires in order to comply with AML/CTF Laws.
- (iii) If any Finance Party forms the view that, in its reasonable opinion, it is required to disclose information obtained in connection with the Finance Documents to any person in order to comply with any AML/CTF Laws, the parties agree that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by that Finance Party to any other party to this document.
- (iv) As soon as practicable after a Finance Party becomes aware that it will delay, block or refuse to process a transaction under paragraph (f)(i), it will notify the Borrower and the Agent and consult in good faith but in each case only to the extent the Finance Party determines it is legally permitted to do so. In making that determination the Finance Party shall act reasonably.
- (v) The Borrower undertakes to exercise its rights and perform its obligations under the Finance Documents in accordance with all applicable laws or regulations relating to anti-money laundering, counter-terrorism financing or sanctions.

“**AML/CTF Laws**” means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any other anti-money laundering or counter-terrorism financing laws or regulations including without limitation, any laws or regulations imposing “know your customer” or other identification checks or procedures, that apply to a Finance Party, in any relevant jurisdiction, in connection with the Finance Documents.
- (h) **(Directors' certificate)** At the Agent's request, the Borrower must provide a certificate signed by a director stating, to the best of their knowledge and belief, having made due inquiry:
 - (i) if an Event of Default has occurred; and
 - (ii) if so, full details of the relevant Event of Default and the remedial action being taken or proposed.
- (i) **(Other information)** The Borrower undertakes to deliver to the Agent any other information concerning the financial position or business operations of any member of the Obligors or any Material Subsidiary or any of their assets in the possession or control of the Obligors as requested by the Agent, acting reasonably for the sole purpose of monitoring compliance with the Finance Documents (in each case to the extent permitted by law and any confidentiality provisions).

Part 2. General Undertakings

Each Obligor undertakes in respect of itself to the Agent and each Lender that the following:

- (a) **(Authorisations and corporate existence)** Each Obligor will, and following Completion it will procure that each Material Subsidiary will, obtain, comply and do all that is necessary to maintain in full force and effect:
 - (i) any Authorisation required to enable it to perform its obligations under the Transaction Documents and to ensure the legality, validity and enforceability and

the admissibility in evidence in its jurisdiction of incorporation of any Transaction Document; and

- (ii) to the extent that failure by it to obtain or maintain such Authorisation has or would have a Material Adverse Effect, any Authorisation required for it to carry on its Core Business.

An Obligor will not be in breach of its obligations under paragraph (a)(i) above with respect to any PPSA perfection of any 'security interest' (as defined in the PPSA) in any Finance Document to the extent that:

- (A) a Finance Party fails to take any action which can only be taken by a Finance Party to enable the security interest to be perfected; or
 - (B) perfection of the security interest requires an Obligor to do any act, matter or thing, and a Finance Party has not requested the Obligor to do any act, matter or thing.
- (b) **(Merger)** No Obligor will, and following Completion each Obligor will procure that each Material Subsidiary does not, transfer its jurisdiction or enter any amalgamation, demerger, merger, consolidation or corporate reconstruction or consolidation other than, in the case of a Material Subsidiary only, where such amalgamation, demerger, merger, consolidation or corporate reconstruction or consolidation is with another member of the Group or on a solvent basis and provided that no Default or Review Event is continuing.
 - (c) **(Compliance with laws)** The Borrower will, and following Completion it will procure that each Material Subsidiary will, comply with all laws (including, without limitation, all environmental laws) binding on it or its assets, if failure to comply would have or would be reasonably likely to have a Material Adverse Effect.
 - (d) **(Maintenance of assets)** Subject to any disposal permitted by the Finance Documents:
 - (i) each Obligor will:
 - (A) maintain its Secured Property in the manner that would be reasonably expected by a prudent person carrying on the Core Business of the Group; and
 - (B) take commercially reasonable steps that are necessary in the circumstances, including to take or defend legal proceedings in a manner that is commercially reasonable, to preserve, recover and protect the Secured Property,

in each case, where failure to do so would materially and adversely affect the value of the Secured Property; and
 - (ii) following Completion, each Obligor will procure that each Material Subsidiary will:
 - (A) maintain its material assets in the manner that would be reasonably expected by a prudent person carrying on the Core Business of the Group (fair wear and tear excepted); and
 - (B) take commercially reasonable steps that are necessary in the circumstances, including to take or defend legal proceedings in a manner that is commercially reasonable, to preserve, recover and protect its material assets,

in each case, where failure to do so would materially and adversely affect the value of its material assets.

- (e) **(Ranking of obligations)** Subject to the Reservations, each Obligor will ensure that its payment obligations under the Finance Documents will at all times rank at least pari passu with the claims of all its unsecured and unsubordinated creditors.
- (f) **(Insurance)** Each Obligor undertakes that following Completion it will procure that each Material Subsidiary:
 - (i) takes out and maintains insurances with a reputable insurer in the manner and to the extent which is in accordance with prudent business practice having regard to the nature of the Core Business and assets of the Group (including all instances required by applicable law); and
 - (ii) following renewal or taking out of new insurance policies, delivers to the Agent new certificates in relation to those policies promptly upon request.
- (g) **(Scheme Documents)**
 - (i) An Obligor must not make:
 - (A) any amendments, variations, waivers, termination (other than by the passing of time) or repudiation; or
 - (B) any consents or material approvals,
 in respect of any Scheme Document, which would be materially prejudicial to the interests of the Lenders.
 - (ii) Each Obligor must do all things necessary to preserve and, where it is prudent and reasonable to do so, enforce all of its rights, powers and remedies under each Scheme Document.
- (h) **(Financial Accounts)** Each Obligor will ensure that all Financial Accounts must be prepared in accordance with the Accounting Standards and all applicable laws.
- (i) **(Taxes)** Each Obligor shall pay and discharge, and following Completion shall procure that each Material Subsidiary shall pay and discharge, all Taxes when due and payable other than any Tax being contested in good faith (where payment is not required before the dispute is resolved) and where sufficient reserves or undrawn credit lines have been set aside for payment if the contest is adversely decided, in each case where failure to do so, would have had a Material Adverse Effect.
- (j) **(Change of Business)** Each Obligor will ensure that no substantial change is made to the Core Business of the Group from that carried on as at the date of the SFA without the prior consent of the Agent.
- (k) **(Arm's length dealings)** An Obligor must not, and following Completion must ensure that each Material Subsidiary does not deal with any person (except for any other Obligor or Material Subsidiary provided that all such entities have complied with all laws in relation to any such event or transaction) unless it does so on terms which are no less favourable to it than arm's length terms.
- (l) **(Negative Pledge)** Each Obligor will not, and will following Completion procure that each Material Subsidiary does not, create, purport or attempt to create or permit to exist, any

Security Interest over any of the Obligor's or Material Subsidiary's assets other than Permitted Security Interests.

- (m) **(Disposals)** Each Obligor will not, and will following Completion procure that each Material Subsidiary does not, dispose, transfer, sell, lease or otherwise dispose of any asset except for a Permitted Disposal.
- (n) **(Guarantees)** Each Obligor will not, and following Completion will procure that each Material Subsidiary does not, give any Guarantee other than a Permitted Guarantee.
- (o) **(Distributions)** Neither Holdco nor Hold Trust will declare, make or pay any Distribution unless the Compliance Certificate delivered by the Borrower in respect of the most recent Calculation Date has been accepted (or deemed accepted) under paragraph (c) of Part 1 (*Information Undertakings*) of Schedule 3 and Holdco or Hold Trust (as applicable) has certified to the Agent that the following conditions are satisfied ("**Distribution Conditions**"):
 - (i) no Default or Review Event is subsisting or would result from the Distribution;
 - (ii) the LTICR as at the most recent Calculation Date was greater than 2.50x and will remain so immediately after payment of the Distribution (on the basis that the LTICR is recalculated to include payment of the Distribution);
 - (iii) the LTLR as at the most recent Calculation Date was less than 5.50x and will remain so immediately after payment of the Distribution (on the basis that the LTLR is recalculated to include payment of the Distribution);
 - (iv) the Bidco ICR as at the most recent Calculation Date, is greater than 2.00x and will remain so immediately after payment of the Distribution (on the basis that the Bidco ICR is recalculated to include payment of the Distribution); and
 - (v) as at the date of the proposed Distribution, the Target maintains a rating of at least Baa3 from Moodys or BBB- from Standard & Poors,
- (p) **(Financial Accommodation)** Each Obligor will not, and following Completion will procure that each Material Subsidiary does not, provide or make available financial accommodation for the benefit of any person other than Permitted Financial Accommodation.
- (q) **(Constituent Documents)** Each Obligor will not amend its constitution (and following Completion will ensure that the constitution of the Target is not amended) in a way which would be materially prejudicial to the interests of the Finance Parties without the prior consent of the Agent.
- (r) **(Subsidiaries)** Each Obligor will not:
 - (i) create or acquire a Subsidiary; or
 - (ii) without the Agent's prior written consent:
 - (A) acquire units or any beneficial interest in any trust after Financial Close; or
 - (B) contribute equity to any entity (not being a member of the Group).
- (s) **(Finance Debt)** Each Obligor will not, and following Completion will procure that each Material Subsidiary does not, incur or permit to subsist any Finance Debt other than Permitted Finance Debt.

- (t) **(Maintenance of Capital)** Each Obligor will not:
 - (i) pass a resolution under sections 254N or 260B of the Corporations Act;
 - (ii) release or pass a resolution to allow it to release any person, from liability in respect of any uncalled capital or other amount that is or may become payable in respect of its marketable securities;
 - (iii) reduce or pass a resolution to reduce its capital other than if such reduction of capital would be a Distribution permitted under the Finance Documents;
 - (iv) buy-back or pass a resolution to buy-back, any of its shares other than if such reduction of capital would be a Distribution permitted under the Finance Documents; or
 - (v) attempt or take any steps to do anything which it is not permitted to do under subparagraphs (i) to (iv) above.
- (u) **(Hedging)** Each Obligor will not, and following Completion will procure that each Material Subsidiary does not, enter into any derivative transaction for speculative purposes.
- (v) **(PPSA)** Whenever the Agent reasonably requests an Obligor to do anything:
 - (i) to ensure any Finance Document (or any security interest (as defined in the PPSA) or other Security under any Finance Document) is fully effective, enforceable and perfected with the contemplated priority;
 - (ii) for more satisfactorily assuring or securing to the Finance Parties the property the subject of any such security interest or other Security in a manner consistent with the Finance Documents; or
 - (iii) for aiding the exercise of any power in any Finance Document,
 it shall do it promptly at its own cost. This may include obtaining consents, signing documents, getting documents completed and signed and supplying information, delivering documents and evidence of title and executed blank transfers, or otherwise giving possession or control with respect to any property the subject of any security interest or Security.
- (w) **(Intellectual Property)** Each Obligor will following Completion procure that each Material Subsidiary will ensure that it owns or has licensed to it on no worse than arm's length terms or has available to use all material Intellectual Property reasonably necessary for the conduct of its business and take any and all steps that are reasonable or prudent in the circumstances to protect all such Intellectual Property, in each case where failure to do so has or is reasonably likely to have a Material Adverse Effect.
- (x) **(Tax consolidation)** Each Obligor will not, and will following Completion procure that each Material Subsidiary does not, amend or vary or permit to be amended or varied any Tax Sharing and Funding Agreement in any respect which would be materially adverse to the interests of the Finance Parties without the prior written consent of the Agent. If any Tax Sharing and Funding Agreement is amended, the Borrower must promptly provide that amended Tax Sharing and Funding Agreement to the Agent.
- (y) **(Access)** On reasonable notice being given by the Agent in writing, while an Event of Default subsists only, each Obligor will procure (and will following Completion procure

that each Material Subsidiary procures) that at reasonable times any employee, agent or professional adviser of the Agent is allowed (at the Agent's risk) upon reasonable notice to enter any non-restricted areas of land or buildings owned or occupied by any Material Subsidiary and to have access during normal business hours to the assets, books and records of each Material Subsidiary, to inspect the same in each case for the purposes of monitoring compliance with the Finance Documents and to take such copies or record such details that (acting reasonably) it deems appropriate (to the extent permitted by law and any confidentiality provisions relating to any information).

(z) **(Sanction Laws and Regulations)**

- (i) Neither an Obligor nor a Material Subsidiary shall, directly or indirectly, use the proceeds of the Facility, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (A) to fund any activities or business of or with any Designated Person, or in any country or territory that at the time of such funding is the subject of any sanctions under any Sanctions Laws and Regulations, or (B) in any other manner that would result in a violation of any Sanctions Laws and Regulations by any party to this document.
- (ii) None of the funds or assets of an Obligor or a Material Subsidiary that are used to pay any amount due pursuant to a Finance Document shall constitute funds obtained from transactions with or relating to Designated Persons or countries which are the subject of sanctions under any Sanctions Laws and Regulations, including but not limited to, Iran, Sudan, Cuba, Myanmar, Syria, and North Korea.

(aa) **(Anti-Money Laundering Laws)** Each Obligor will, and will following Completion procure that any other Material Subsidiary does, conduct its operations at all times in compliance with Anti-Money Laundering Laws applicable to that Obligor or Material Subsidiary (as applicable).

(bb) **(Anti-Corruption Laws)** Each Obligor shall ensure that it will not, and shall following Completion procure that each Material Subsidiary does not, by act or omission, become subject to regulation under Anti-Corruption Laws.

(cc) **(Special Purpose)** Hold Trustee, Holdco and the Borrower must not carry on any business or activities or incur any other liabilities or commitments (actual or contingent, present or future) other than:

- (i) as permitted by the Transaction Documents to which it is a party and documents relating to its capitalisation (including any applicable shareholder agreements);
- (ii) in relation to payment of amounts pursuant to or in connection with those documents, including in respect of Acquisition Costs;
- (iii) in connection with maintaining its corporate existence;
- (iv) the holding of cash and cash equivalents, Marketable Securities in any member of the Group and the making of loans to Group Members;
- (v) having rights and liabilities with respect to Marketable Securities in it and loans to it (including with respect to interest withholding tax);
- (vi) having rights and liabilities in connection with any Tax Sharing Agreement or Tax Funding Agreement and obligations with respect to Taxes;

- (vii) in relation to holding of or expenditure of cash or disposing or acquiring short term investments;
 - (viii) in relation to providing administrative services to the Group;
 - (ix) in relation to obtaining advice and incurring professional fees and administration costs in the ordinary course of business as a holding company or Obligor under the Finance Documents;
 - (x) under any agreements entered into for the purposes of, or concerned with, any administrative, management or operational matters in connection with its status as a holding company;
 - (xi) in relation to entering into the Transaction Documents and Scheme Documents to which it is a party; and
 - (xii) generally acting as a holding company.
- (dd) **(Material Finance Documents)** Each Obligor shall ensure that no Material Subsidiary agrees to terminate any Material Finance Document or to any change (however implemented or effected) to a Material Finance Document:
- (i) imposing any restrictions on distributions that are more onerous than the regime in effect at the date of Completion;
 - (ii) introducing or amending any mandatory prepayment requirements other than amendments that have the effect of reducing or removing any mandatory prepayment obligations of the Material Subsidiaries;
 - (iii) altering in any way (including as to relevant definitions) any of the financial covenants which makes those provisions more onerous;
 - (iv) altering in any way (including as to relevant definitions) the guarantor coverage test so that lower Group EBITDA or Group consolidated total assets thresholds apply;
 - (v) changing any provision relating to change of control (including the definition of "Change of Control"), floating or listing in a way which makes the provision more restrictive; or
 - (vi) changing any defined term to the extent that it would, in substance, constitute a breach of any of the restricted matters set out above except to the extent permitted above,
- in each case, without the prior consent of the Agent.
- (ee) **(Target Group distributions)** Each Obligor shall ensure, to the extent it is able to do so, that cash is distributed from each Material Subsidiary to the Obligors to the extent not required for the purposes of the business of the Target and its Subsidiaries.

Part 3. Financial Undertakings

(a) Look Through ICR ("LTICR")

Ratio	Covenant Level
LTICR	$\geq 2.00x$

The LTICR will be calculated for the 12 month period ending on a Calculation Date and is the ratio of A:B where:

A = Group EBITDA for the 12 month period ending on that Calculation Date; and

B = Group Net Interest Expense for the 12 month period ending on that Calculation Date and, in the case where the Calculation Date is less than 12 months from Financial Close, Group Net Interest Expense will be calculated on the basis of actual Group Net Interest Expense during the period from Financial Close to that Calculation Date but annualised for 12 months.

Group Net Interest Expense means, as calculated in accordance with the relevant Financial Accounts of the Group and without double counting, the:

- (a) reported consolidated total interest expense; plus
- (b) any amount payable by a member of the Group under any cross currency or interest rate hedging in respect of loans or borrowings of the Group; plus
- (c) reported consolidated total commitment fees and bank guarantee fee expenses; less
- (d) reported consolidated total interest income; less
- (e) any amount payable to a member of the Group under any cross currency or interest rate hedging in respect of loans or borrowings of the Group;

and excluding:

- (f) to the extent included, amounts referable to Non-Recourse Debt;
- (g) amortisation of debt establishment costs and derivative de-designation or termination costs or benefits;
- (h) discount adjustments costs or benefits in relation to long term provisions;
- (i) marked-to-market gains or losses arising under or in connection with a hedge agreement; and
- (j) any other non-interest related financing income or expenses which are reported as other financing costs or recognised directly in equity in such Financial Accounts.

Group EBITDA means, as calculated in accordance with the relevant Financial Accounts of the Group, the:

- (a) reported consolidated total revenue; less
- (b) reported consolidated total expenses (excluding depreciation, amortisation and taxes),

excluding:

- (c) financing revenue and expenses (including any mark-to-market movements under, or in connection with, any hedge agreement);
- (d) any significant or material items which are one-off or non-recurring including, but not limited to, impairment losses and the impact of any refinancing (including transaction costs, break costs, buy back or redemption premia, participation fees and other similar costs); and
- (e) to the extent included, Group EBITDA attributable to a non-Material Subsidiary, until such time as the operating profit is received by an Obligor or Material Subsidiary by way of a dividend, distribution or other payment (at which point it will be included in the Group EBITDA).

(b) Look Through Leverage Ratio (“LTLR”)

Ratio	Covenant Level
LTLR	$\leq 6.00x$

The LTLR will be calculated for the 12 month period ending on a Calculation Date as the ratio of, as relevant:

- (i) Group Net Debt for the 12 month period ending on that Calculation Date;
to
- (ii) Group EBITDA for the 12 month period ending on that Calculation Date, and in the case where the Calculation Date is less than 12 months from Financial Close, Group EBITDA will be calculated the basis of actual Group EBITDA during the period from Financial Close to that Calculation Date but annualised for 12 months.

Group EBITDA has the meaning set out above.

Group Net Debt means, as calculated in accordance with the relevant Financial Accounts and, without double counting, the:

- (a) reported consolidated total current loans and borrowings; plus
- (b) reported consolidated total non-current loans and borrowings; plus
- (c) any finance leases; less
- (d) to the extent included in loans and borrowings, Non-Recourse Debt; less
- (e) reported consolidated total cash at bank and on hand (excluding cash of any non-Material Subsidiary or any Subsidiary that has incurred Non-Recourse Debt and any cash cover provided in respect of any letter of credit, bank guarantee or other stand by instrument);

where:

- (f) any foreign currency loans and borrowings which are hedged to Australian dollars pursuant to a hedge agreement are translated at the rate under the relevant hedge agreement;

and excluding:

- (g) any operating lease liabilities;

- (h) bank guarantees, performance bonds, letters of credit and other contingent instruments;
- (i) the mark-to-market asset or liability arising under, or in connection with, any hedge agreement; and

(c) **Testing**

Assuming that Financial Close occurs in November or December 2015, the first test date will be the Calculation Date occurring on 31 March 2016 and the covenants will be tested on each Calculation Date thereafter.

(d) **Changes to Accounting Standards**

- (i) If in the reasonable opinion of the Borrower or the Majority Lenders any changes to Accounting Standards materially alter the effect of the financial covenants or the related definitions, the Borrower and the Agent (acting on the instructions of the Majority Lenders) will negotiate in good faith to amend the relevant undertakings and definitions so that they have an effect comparable to that at the date of the SFA.
- (ii) If the amendments are not agreed within 30 days (or any longer period agreed between the Borrower and the Agent (acting on the instructions of the Majority Lenders)) then the Borrower will provide with its financial statements any reconciliation statements (audited, where applicable) necessary to enable calculations based on Accounting Standards as they were before those changes, and the changes will be ignored for the purposes of the Financial Undertakings.

(e) **Cure**

If a breach of a Financial Undertaking occurs, the Borrower will have the right to cure the breach within 10 Business Days of the last date on which the Compliance Certificate is required to be delivered for the relevant Calculation Date, by making additional Equity Contributions and applying them in permanent prepayment of the Facility in an amount at least sufficient to cure the breach in the manner set out below (the **Cure Amount**). A cure of a breach of a Financial Undertaking in accordance with this provision may only occur 3 times during the term of the Facility (but not in respect of any 2 consecutive Calculation Dates).

All Financial Undertakings for the Cure Date will be calculated as if the Cure Amount had been applied in permanent prepayment of the Facility on the date falling 12 months prior to the Cure Date.

Where “**Cure Date**” means the Calculation Date in respect of which the Financial Undertakings are tested and the Borrower exercises its rights above.

Any prepayment of the Facility with a Cure Amount will be applied in accordance with the mandatory prepayment provisions.

A breach of a Financial Undertaking is also deemed cured if it is complied with on the subsequent Calculation Date provided that, before delivery of the compliance certificate relating to that subsequent Calculation Date, the Lenders have not taken acceleration or enforcement action under the Finance Documents.

Part 4. Trustee Undertakings

The Hold Trustee (both in its own right and as trustee of the Hold Trust) must:

- (a) **(No Termination)** Ensure that the Hold Trust is not terminated and that no date or event for the vesting of the Hold Trust occurs before the final vesting date for distribution specified in the Hold Trust Deed.
- (b) **(Remain Sole Trustee)** Not retire as trustee of the Hold Trust or do anything which would cause or permit its removal or permit any additional or substitute trustee to be appointed.
- (c) **(Comply with Obligations)** Comply with its obligations as trustee of the Hold Trust, whether under the Hold Trust Deed or otherwise.
- (d) **(Property Acquired)** Ensure that all property that is acquired for the Hold Trust is acquired in its name.
- (e) **(Powers)** Ensure that its powers under the Hold Trust Deed are not revoked or modified in any manner that has or would be reasonably likely to have a Material Adverse Effect.
- (f) **(No Resettlement)** Ensure that no part of the Hold Trust Fund is resettled, set aside or transferred to any other person, whether as trustee or otherwise, without the Agent's consent. Nothing in this clause will prohibit disposals of assets permitted under Part 2(m) (*Disposals*).
- (g) **(Right of Indemnity)** Not release or dispose of its:
 - (i) rights of indemnity against the Hold Trust Fund; or
 - (ii) equitable lien over the Hold Trust Fund,
 and, at the request of the Agent, must, at any time while an Event of Default subsists, exercise those rights and that lien and facilitate the subrogation of the Agent to them.
- (h) **(Right of indemnity)** It will ensure that:
 - (i) there is no restriction or limitation on or derogation from its right of indemnity (whether or not arising under the Hold Trust Deed); and
 - (ii) its lien over the assets of the Hold Trust will have priority over the rights of the beneficiaries of the Hold Trust.
- (i) **(No Amendment)** Ensure that the Hold Trust Deed is not amended in a way which would be materially prejudicial to the interests of the Finance Parties without the consent of the Agent (which consent must not be unreasonably withheld).
- (j) **(Notices)** It will promptly give the Agent copies of all documents and notices received by it from any beneficiary or manager of the Hold Trust or which it gives to a beneficiary or manager of the Hold Trust.

SCHEDULE 4

EVENTS OF DEFAULT

Each of the events set out below is an Event of Default:

- (a) **(Non-Payment)**
 - (i) An Obligor fails to pay any amount of principal or interest that is due and owing under the Finance Documents when due (except where the failure is solely due to an administrative or technical fault, delay or error in the banking system outside its control and the payment is made within 3 Business Days of the due date).
 - (ii) An Obligor fails to pay any other amount that is due and owing under the Finance Documents by the due date, other than where such failure to pay is cured within 3 Business Days of the due date for payment.
- (b) **(Failure to comply)**
 - (i) An Obligor defaults in performing and observing any provision of any Finance Document (other than a payment obligation or a breach referred to in paragraph (b)(ii) below) and, if capable of remedy, such default is not remedied within 15 Business Days of the earlier of the relevant Obligor becoming aware of the default and receipt of notice from the Agent to the relevant Obligor to remedy the default.
 - (ii) Subject to the equity cure rights at Part 3(e) of Schedule 3 (*Financial Undertakings*) an Obligor does not comply with a Financial Undertaking.
- (c) **(Misrepresentation)** Any representation or warranty made by an Obligor in any Finance Document is incorrect or misleading in any material respect when made or deemed to be made (each a *Misrepresentation*) and if the circumstances causing the Misrepresentation are capable of remedy, the relevant Obligor fails to rectify the circumstance that caused the Misrepresentation within 15 Business Days of the first to occur of the relevant Obligor becoming aware of the Misrepresentation and receipt of notice from the Agent of the Misrepresentation.
- (d) **(Cross default)**
 - (i) Any Finance Debt of an Obligor or a Material Subsidiary is declared due and payable or capable of being declared due and payable prior to its stated maturity as a result of an event of default or termination event (however described).
 - (ii) Any Finance Debt of an Obligor or a Material Subsidiary is not paid when due or within any applicable grace period.
 - (iii) Any commitment for any Finance Debt of an Obligor or Material Subsidiary is cancelled or suspended by a creditor of an Obligor or a Material Subsidiary as a result of an event of default (however described).
 - (iv) No Event of Default will occur under paragraphs (i) or (ii) above if the aggregate amount of the Finance Debt falling within paragraphs (i) and (ii) above is equal to or less than A\$50,000,000 (or its equivalent).
- (e) **(Finance Documents void)** Subject to the Reservations, a Finance Document is or becomes illegal or is or becomes void, voidable or unenforceable in whole or in any material part.

- (f) **(Repudiation or termination of a Finance Document)** A Finance Document is terminated, rescinded or repudiated by an Obligor or an Obligor claims in writing an intention to terminate, rescind or repudiate a Finance Document.
- (g) **(Compulsory acquisition)** All or a material part of the assets of an Obligor or a Material Subsidiary are resumed or compulsorily acquired by a Government Agency (or an order is made in relation to such action) or an Obligor or a Material Subsidiary sells or divests all or substantially all of its property because it is required to do so by a binding order from a Government Agency:
 - (i) and, in the case of a Material Subsidiary, that resumption, acquisition, sale or divestiture would have, or is reasonably like to have, a Material Adverse Effect; and
 - (ii) other than where reasonable compensation approved by the Agent has been paid or offered by the relevant Government Agency and has been or will be applied following its receipt in prepayment of the Facility.
- (h) **(Enforcement)** A Security Interest becomes enforceable, is enforced or is sought to be enforced against, or a distress, attachment or other execution is levied or enforced or applied for over:
 - (i) in respect of an Obligor, all of the Secured Property or where the value of Secured Property which is the subject of such enforcement, distress, attachment or other execution is greater than A\$50,000,000; or
 - (ii) in respect of a Material Subsidiary, any property the subject of a Permitted Security Interest where the value of the property which is the subject of such enforcement, distress, attachment or other execution is greater than A\$50,000,000,
 except where the claim is being contested in good faith.
- (i) **(Failure to comply with final judgment)** A judgment is obtained against an Obligor or a Material Subsidiary for an amount in excess of A\$50,000,000 and that judgment is not set aside or satisfied within 10 Business Days or it is not being appealed by the Group in good faith.
- (j) **(Insolvency Event)** An Insolvency Event occurs in respect of an Obligor or a Material Subsidiary.
- (k) **(Material Adverse Effect)** An event or circumstance, or series of events or circumstances (whether related or not), occurs which would have a Material Adverse Effect.
- (l) **(Scheme)** All of the shares in the Target are not transferred to the Borrower on the Implementation Date or the Scheme is not otherwise implemented or effected on the Implementation Date, unless this is due to a Finance Party failing to provide its commitment when required to do so.
- (m) **(Change in ownership)** either:
 - (i) Holdco ceases to directly hold 100% of the shares in the Borrower; or
 - (ii) following Completion, the Borrower ceases to directly hold 100% of the shares in the Target.
- (n) **(Cessation of business)** The Group ceases to carry on all, or substantially all, of the Core Business.

SCHEDULE 5

DEFINITIONS

Unless otherwise defined, the following definitions apply in this Term Sheet:

Accounting Standards means the Australian accounting standards made under the Corporations Act and generally accepted accounting principles and practices in Australia, including Australian International Financial Reporting Standards, to the extent they are not inconsistent with those standards.

Acquisition Cost means the aggregate of:

- (a) the scheme consideration under the terms of the Scheme Implementation Deed (including any adjustment thereunder); and
- (b) all costs, fees and expenses (including stamp, registration and other taxes) incurred in connection with the Acquisition and the establishment of the Facility that are set out in the Financial Model and funds flow statement delivered as a condition precedent to Financial Close.

Affiliate means, in relation to any entity, a Subsidiary of that entity or a Holding Affiliate of that entity or any other Subsidiary of that Holding Affiliate.

Annual Budget means the annual budget detailing expenses (including capital expenditure) and revenue of the Group for the next 12 month period, and setting out the principal assumptions upon which that budget is based.

Anti-Corruption Laws means all statutes, enactments, by-laws, rules, regulations, notifications, circulars, case-law, orders, ordinances, guidelines, policies, directions and judgments of any Government Agency, in relation to anti-bribery and anti-corruption issued, administered or enforceable against an Obligor or a Material Subsidiary.

Anti-Money Laundering Laws means all applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, which in each case are issued, administered or enforced by any Government Agency having jurisdiction over an Obligor, a Material Subsidiary or a Finance Party, or to which an Obligor, a Material Subsidiary or a Finance Party is subject.

Australian Withholding Tax means any Australian Tax required to be withheld or deducted from any interest or other payment under Division 11A of Part III of the Tax Act or Subdivision 12-F of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Authorisation means:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption required by a Government Agency or any law; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency or stock exchange intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Authorised Officer means:

- (a) in respect of an Obligor, a director or company secretary of the Obligor, or a person from time to time nominated as an Authorised Officer of the Obligor by a notice to the Agent accompanied by certified copies of signatures of all new persons so appointed and in respect of which the Finance Parties have completed any 'know your customer' checks required by the Finance Party (including, in the case of the Borrower only, provision of an Authorised Officer certificate); and
- (b) in respect of a Finance Party, any person whose title or acting title includes the word Chief, Counsel, Executive, Head, Director, Manager or President or cognate expressions, or any secretary or director.

Base Rate for a period means in respect of an Interest Period for a drawing, the higher of zero and the following rate determined as of 10:30am (Sydney time) on the first day of that period for a term equivalent to that Interest Period:

- (a) the applicable Screen Rate; or
- (b) if for any reason the Screen Rate is not displayed for a term approximately equivalent to that period, and the period is longer than the minimum for which a Screen Rate is displayed, the rate which results from interpolating on a linear basis between:
 - (i) the Screen Rate for the longest period (for which the Screen Rate is available) which is less than the Interest Period; and
 - (ii) the Screen Rate for the shortest period (for which the Screen Rate is available) which exceeds the Interest Period (the Interpolated Screen Rate); or
- (c) if no Screen Rate is available for that period and it is not possible to calculate an Interpolated Screen Rate for the Interest Period, the rate determined by the Agent to be the arithmetic mean of the buying rates quoted to the Agent by three Reference Banks. The buying rates must be for bills of exchange accepted by leading Australian banks and which have a term equivalent to the period.

Rates will be expressed as a yield per cent per annum to maturity, and if necessary will be rounded up to the nearest fourth decimal place.

Bidco ICR means, in respect of any Calculation Date, the ratio of A:B where:

A = Opco Group Cashflow Available for Distribution for the 12 month period ending on that Calculation Date; and

B = Bidco Net Interest Expense for the 12 month period ending on that Calculation Date.

Bidco Net Interest Expense means, as calculated in accordance with the relevant combined Financial Accounts of the Borrower and Hold Trust and without double counting, the:

- (a) reported total interest expense; plus
- (b) reported total commitment fees and bank guarantee fee expenses; less
- (c) reported total interest income (if any),

and excluding:

- (d) amortisation of debt establishment costs and derivative de-designation or termination costs or benefits;
- (e) discount adjustments costs or benefits in relation to long term provisions;

- (f) marked-to-market gains or losses arising under or in connection with a hedge agreement; and
- (g) any other non-interest related financing income or expenses which are reported as other financing costs or recognised directly in equity in such Financial Accounts.

BIP Scrip means a fully paid limited partnership interest in Brookfield Infrastructure Partners L.P.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general banking business in Sydney.

Calculation Date means each 31 March, 30 June, 30 September and 31 December commencing on 31 March 2016.

Change of Control means:

- (a) any entity other than the Sponsors and the Sponsor Affiliates assumes Control of Holdco or Hold Trust;
- (b) the Sponsors or Sponsor Affiliates (taken together) cease to have Control of Holdco or Hold Trust; or
- (c) the Sponsors and the Sponsor Affiliates (taken together) cease to have an indirect beneficial interest of at least 45% of Holdco or Hold Trust.

Commitment Letter means the letter from the MLAUBs to the Borrower to which this Term Sheet is annexed.

Common Terms Deed Poll means the Asciano Group Common Terms Deed Poll dated 18 October 2011 given by Asciano Finance Limited (ABN 90 123 180 450) as borrower and the Target and various members of the Group as guarantors in favour of each Creditor under and as defined in that document.

Completion Steps means the transaction steps to be completed on or about the Implementation Date in order to ensure that:

- (a) the group structure above the Borrower is as shown on the structure chart delivered as a condition precedent in paragraph (a) (*Structure chart*) of Part 1 of Schedule 1 (*Conditions Precedent*) prior to payment of the Scheme Consideration;
- (b) BIP Scrip will be issued or transferred to Target shareholders on or before the Implementation Date;
- (c) the Asciano Permitted Special Dividend (as defined in the Scheme Implementation Deed) is paid by the Target on the Special Dividend Payment Date (as defined in the Scheme Implementation Deed) using a drawing under the Special Dividend Bridge Loan; and
- (d) the Special Dividend Bridge Loan is repaid or prepaid in full using an Equity Contribution by the Sponsors.

Compliance Certificate means a certificate from the Borrower addressed and delivered to the Agent stating the Borrower's calculation of the Financial Undertakings and confirming that there is no breach of the Financial Undertaking, that no Event of Default is subsisting and otherwise specifying whether the Distribution Conditions have been met.

Completion means the consummation of the Acquisition by way of implementation of the Scheme.

Control:

- (a) has the meaning given in section 50AA of the Corporations Act; and

- (b) in respect of an “entity” (as defined in the Corporations Act) also includes the direct or indirect power to direct the management or policies of the entity or control the membership or voting of the board of directors or other governing body of the entity (whether or not the power has statutory, legal or equitable force or arises by means of statutory, legal or equitable rights or trusts, agreements, arrangements, understandings, practices, the ownership of any interest in marketable securities, boards or instruments of the entity or otherwise).

Controller has the meaning given in the Corporations Act.

Core Business means:

- (a) in respect of Holdco, the Borrower and Hold Trustee, the business of a holding company including the business set out in Part 2(cc) of Schedule 3 (*Special Purpose*); and
- (b) in respect of each other member of the Group, the logistics, rail freight, port and terminal management and stevedoring and related activities or any other line of business or other activities in which the Target or any member of the Group is engaged in as of the date of the SFA.

Corporations Act means the *Corporations Act 2001* (Cth).

Debt Purchase Transaction means, in relation to a person, a transaction where such person:

- (a) acquires by way of assignment, novation or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of, or allowing it to control the exercise of rights relating to,

any Commitment or amount outstanding under the SFA or any principal amount under a Hedging Agreement with a member of the Group.

Debt Service means in respect of any period, the aggregate amount of Financing Costs and mandatory prepayment amounts scheduled or required to be paid.

Default means a Potential Event of Default or an Event of Default.

Designated Persons means a person or entity:

- (a) listed in the annex to, or otherwise subject to the provisions of, any Executive Order;
- (b) persons or entities identified on or by the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List and the List of Foreign Sanctions Evaders maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty's Treasury, or any other Sanctions Laws and Regulations, each as amended, supplemented or substituted from time to time; or
- (c) in which persons and/or entities described in (b) above has 50% or greater ownership interest or that is otherwise controlled by such persons and/or entities.

Distributable Cash means in respect of any relevant period (without double counting), cash distributed by any member of the Group to the Borrower or Hold Trust minus Debt Service for the period.

Distribution means any dividend, charge, interest, payment or other distribution, or redemption, repurchase, defeasance, retirement or repayment to or for the benefit of any holder of share capital or units of HoldCo or Hold Trust or any repayment in respect of any subordinated debt, excluding

payments set out in the funds flow statement delivered to the Agent pursuant to paragraph (i) (*Funds Flow Statement*) of Part 2 of Schedule 1 (*Conditions Precedent*).

Distribution Conditions means the conditions specified in paragraph (o) (*Distributions*) of Part 2 of Schedule 3 (*Undertakings*).

Equity Contribution means all forms of equity contributions including by way of subscriptions for ordinary or preference shares, subscription for units, capital contributions and by way of loans, loan notes or financial accommodation which is subordinated to the Facility under a Subordination Deed.

Event of Default means each of the events of default set out in Schedule 4 (*Events of Default*) to this Term Sheet.

Facility means the facility set out in Part 1.

Fee Letter means any letter or letters between the MLAUBs and the Borrower, the Agent and the Borrower or the Security Trustee and the Borrower setting out any fees to be paid in connection with the Finance Documents.

Finance Debt means any indebtedness, present or future, actual or contingent in respect of any form of financial accommodation whatsoever, including:

- (a) moneys borrowed (including overdrafts);
- (b) moneys raised including moneys raised under or pursuant to any debenture, bond, bank guarantee facility, note or loan stock or other similar instrument;
- (c) any acceptance, endorsement or discounting arrangement;
- (d) receivables sold or discounted (other than on a non-recourse basis);
- (e) the acquisition cost of any asset or service to the extent payable more than 90 days after the time of acquisition or possession by the person liable as principal obligor for the payment thereof where the deferred payment is arranged primarily as a method of raising finance or financing or refinancing the acquisition of the asset or service acquired;
- (f) the sale price of any asset or service to the extent paid by the person liable more than 90 days before the time of sale or delivery;
- (g) obligations as lessee under any lease or hire purchase contract which in accordance with the Accounting Standards would be treated as a capital or finance lease;
- (h) the amount payable by any Group member to any person which is not a Group member in respect of the redemption of any share capital or other securities issued by it or any other Group member (if the share capital or other securities are redeemable at the option of their holder or if the relevant Group member is otherwise obliged to redeem them, in each case, prior to or on the maturity date);
- (i) amounts raised under any other transaction required to be accounted for as a borrowing under the Accounting Standards;
- (j) a swap, option, hedge, forward, futures or similar transaction; or
- (k) (without double counting) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any indebtedness falling within paragraphs (a) to (j) inclusive of this definition.

Finance Document means:

- (a) the SFA;

- (b) the Security Trust Deed;
- (c) any Fee Letter;
- (d) any accession letter under the SFA;
- (e) each Security Document;
- (f) each Hedging Agreement;
- (g) any Subordination Deed;
- (h) any other document the Agent and the Borrower agree in writing is a Finance Document;
- (i) any agreement, deed or other document to which the Borrower is a party that is entered into under or pursuant to the terms of any of the above and is expressly designated by its terms to be a Finance Document; and
- (j) any agreement, deed or other document entered into under, or for the purpose of amending, supplementing, replacing or novating any of the above.

Finance Party means a Lender, the Agent, the Security Trustee or a MLAUB.

Financial Accounts means the statements of financial performance, statements of financial position and cash flow statements together with any statements, reports (including any directors' and auditors' reports) and notes attached to or intended to be read with any of them.

Financial Close means the date on which all the Conditions Precedent have been satisfied or waived by the Agent (acting on the instructions of all Lenders) and the drawdown has been made under the Facility.

Financial Model means the financial model provided to the Agent as a condition precedent under Schedule 1.

Financial Undertakings means each of the financial undertakings set out in Part 3 of Schedule 3 (*Financial Undertakings*).

Financing Costs means in respect of any period, the aggregate amount of all interest and fees as scheduled to be paid in respect of the Facility and adjusted for the net effect of interest rate hedging transactions. For the avoidance of doubt, Financing Costs does not include upfront fees in respect of the Facility.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

Group means Holdco and each of its Subsidiaries.

Guarantee means a guarantee, indemnity, letter of credit, letter of comfort or other assurance or assumption of responsibility given at any time for a debt or liability of another person or the solvency or financial condition of that person.

Guarantor means:

- (a) HoldCo;
- (b) Hold Trustee; and
- (c) any person who has acceded to the SFA as a guarantor.

Hedge Counterparty means an entity that is recognised as a Hedge Counterparty for the purposes of the Security Trust Deed.

Hedging Agreement means each agreement (including any ISDA Master Agreement, Schedule to ISDA Master Agreement and confirmation) between the Borrower and a Hedge Counterparty for the purpose of hedging rates, currencies or commodities.

Hedging Protocol means the hedging protocol agreed between the Borrower and the MLAUBs prior to Financial Close.

Holding Affiliate means, in relation to a company or corporation, any other company, or corporation in respect of which it is a Subsidiary.

Hold Trust Deed means the trust deed to be entered into by the Hold Trustee that establishes the Hold Trust.

Hold Trust Fund means the assets of the Hold Trust.

Implementation Date has the meaning given to that term in the Scheme Implementation Deed.

Insolvency Event means, in respect of a person, any of the following events:

- (a) a person goes into liquidation, a body corporate is wound up or dissolved (other than for the purpose of a Permitted Reorganisation) or an order is made, an application (other than a frivolous or vexatious application which is withdrawn, stayed, dismissed or set aside within 15 Business Days or otherwise for the purpose of a Permitted Reorganisation) is made to court, any corporate action, legal proceedings or other procedure or step is taken in relation to a resolution being passed or a resolution is passed (except where the action, proceeding or other procedure or step is frivolous or vexatious) for a person to be wound up or dissolved (other than for the purpose of a Permitted Reorganisation) or for the appointment of a Controller, liquidator, provisional liquidator or administrator to a person or any of its assets;
- (b) a Controller, liquidator or provisional liquidator is appointed in respect of a person or any of its assets;
- (c) a body corporate enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors generally;
- (d) any event analogous to the events in paragraph (a) to (c) occurs; or
- (e) a body corporate:
 - (i) is presumed or deemed to be unable or admits inability to pay its debts as they fall due or suspends making payments on any of its debts generally; or
 - (ii) states that it is insolvent.

Intellectual Property means all patents and patent applications, trade and service marks and trade and service mark applications, all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights owned by a Material Subsidiary throughout the world or the interests of any Material Subsidiary in any of the foregoing, and all rights under any agreements entered into by or for the benefit of any Material Subsidiary relating to the use or exploitation of any such rights.

Investment Fund means a trust, investment trust, investment company, partnership or other collective investment scheme, investment club, pension fund, insurance company or any other entity

in each case, the business, operations or assets of which are managed professionally for investment purposes.

Material Adverse Effect means a material adverse effect on:

- (a) the consolidated business, operations, assets or financial condition of the Group (taken as a whole);
- (b) the ability of the Obligors (taken as a whole) to perform their payment or other material obligations under any Finance Document; or
- (c) the legality, validity or enforceability of the whole or any material part of a Finance Document or the priority or effectiveness of any Security Interest granted by any member of the Group under a Security Document or any material rights or remedies of any Finance Party under any Finance Document.

Material Finance Documents means:

- (a) the Common Terms Deed Poll;
- (b) the syndicated facility agreement entitled "Asciano Group – Syndicated Facility Agreement" dated 18 October 2011 as amended and restated pursuant to the "First Amendment Agreement to the Asciano Group – Syndicated Facility Agreement" dated 7 February 2014 between, among others, Asciano Finance Limited and Commonwealth Bank of Australia;
- (c) the Bank guarantee facility agreement entitled "Asciano Group – A\$75,000,000 Bank Guarantee Facility Agreement" dated 24 June 2013 between Asciano Finance Limited and The Royal Bank of Scotland plc, Australia Branch;
- (d) the Bank guarantee facility agreement entitled "Asciano Group - \$75,000,000 Bank Guarantee Facility Agreement" dated 24 June 2013 between Asciano Finance Limited and Commonwealth Bank of Australia;
- (e) the Port of Geelong Loan Facility Agreement dated 28 February 2006 as amended and restated on 16 January 2009, 16 March 2011 and 27 February 2014 between Ports Pty Ltd in its personal capacity and as trustee of the Port of Geelong Unit Trust and Commonwealth Bank of Australia;
- (f) the Programme Agreement dated 2 September 2013 between Asciano Finance Limited, the Target and BNP Paribas;
- (g) the Guarantee Deed Poll dated 2 September 2013 between Asciano Finance Limited, the Target and each other Guarantor listed in schedule 1 of that document;
- (h) the Pricing Supplement dated 15 May 2015 for the issue by Asciano Finance Limited of A\$350,000,000 5.25% fixed rate notes due 19 May 2025 under the A\$3,000,000,000 medium term note programme;
- (i) the Pricing Supplement dated 18 September 2013 for the issue by Asciano Finance Limited of GBP300,000,000 5% fixed rate notes due 19 September 2023 under the A\$3,000,000,000 medium term note programme;
- (j) the Indenture dated 23 September 2010 between, among others, Asciano Finance Limited, the Target and The Bank of New York Mellon;
- (k) the facility agreement to be entered into in respect of the Special Dividend Bridge Loan between, the Target and Goldman Sachs;

- (l) any other document or agreement to which the Target or its Subsidiary is a party under which it incurs Finance Debt in excess of A\$50,000,000 (or its equivalent); and
- (m) any agreement, deed or other document entered into under, or for the purpose of amending, supplementing, replacing or novating any of the above.

Material Subsidiary means:

- (a) Port Trust;
- (b) Rail Trust; and
- (c) following Completion:
 - (i) those Subsidiaries of the Borrower which are, at any time:
 - (A) guarantors under the Common Terms Deed Poll, being as at the date of the SFA those Subsidiaries listed in Annexure B; and/or
 - (B) guarantors of any other Finance Debt of Target or any of its Subsidiaries under a Material Finance Document; and
 - (ii) to the extent not included, Subsidiaries of the Borrower which:
 - (A) earn not less than 80 per cent of EBITDA of the Group (where the EBITDA of such Subsidiaries is calculated on an unconsolidated basis and excluding all intra group items and investments in any Group member); and
 - (B) own not less than 80 per cent of consolidated total assets of the Group (where the assets of such Subsidiaries calculated on gross assets and on an unconsolidated basis and excluding all intra group items and investments in any Group member).

MLAUB means Mandated Lead Arranger, Underwriter and Bookrunner.

Net Sales Proceeds means the proceeds received by any member of the Group after deducting:

- (a) any reasonable expenses which are incurred with respect to that disposal; and
- (b) any Tax incurred and required to be paid by any member of the Group (as reasonably determined on the basis of existing rates and taking into account any available credit, deduction or allowance).

Non-Recourse Debt means any Project Debt if, and for so long as:

- (a) the person to whom the Project Debt is owed does not have recourse (whether by way of execution, set-off or otherwise) to:
 - (i) an Obligor or its assets; or
 - (ii) any other Group member or its assets for the payment or repayment of the Project Debt other than to assets which the Security Interest (Project Securities) securing that Project Debt are permitted to extend to under paragraph (q) of the definition of Permitted Security Interest (that person, and any agent or trustee on that person's behalf, being a (Non-Recourse Financier);
- (b) the Non-Recourse Financier may not seek to wind up or place into administration, or pursue or make a claim in the winding up or administration of, any Obligor or another Group member to recover or to be repaid that Project Debt;

- (c) the Non-Recourse Financier cannot obtain specific performance or a similar remedy with respect to any obligation of an Obligor or another Group member to pay or repay that Project Debt; and
- (d) the Non-Recourse Financier and any receiver, receiver and manager, agent or attorney appointed under the Project Securities, may not incur a liability on behalf of, or for the account of, an Obligor or another Group member which liability itself is not subject to the above paragraphs as if references to Project Debt in those paragraphs included that liability.

For the avoidance of doubt, if Project Debt is incurred or owed by a Group member which is not a Project Vehicle, then the tests above must also be satisfied in respect of that Group member in order for the Project Debt to qualify as Non-Recourse Debt.

Obligor means:

- (a) the Borrower; and
- (b) each Guarantor.

Opco Group means the Target, Rail Trust and Port Trust and each of their Subsidiaries.

Opco Group Cashflow Available for Distribution means, in respect of any relevant period, Opco Group EBITDA for that period adjusted:

- (a) by deducting any increase or adding any decrease in working capital for that period;
- (b) by deducting amounts paid during that period by any member of the Opco Group in cash in respect of any Tax;
- (c) by deducting amounts paid in cash for Opco Group Net Interest Expense; and
- (d) by deducting amounts paid in cash in that period in respect of capital expenditure.

Opco Group EBITDA means, as calculated in accordance with the relevant Financial Accounts of the Opco Group, the:

- (a) reported consolidated total revenue; less
- (b) reported consolidated total expenses (excluding depreciation, amortisation and taxes),

excluding:

- (c) financing revenue and expenses (including any mark-to-market movements under, or in connection with, any hedge agreement);
- (d) any significant or material items which are one-off or non-recurring including, but not limited to, impairment losses and the impact of any refinancing (including transaction costs, break costs, buy back or redemption premia, participation fees and other similar costs); and
- (e) to the extent included, Opco Group EBITDA attributable to a non-Material Subsidiary, until such time as the operating profit is received by an Obligor or Material Subsidiary by way of a dividend, distribution or other payment (at which point it will be included in the Opco Group EBITDA).

Opco Group Net Interest Expense means, as calculated in accordance with the relevant Financial Accounts of the Opco Group and without double counting, the:

- (a) reported consolidated total interest expense; plus
- (b) any amount payable by a member of the Opco Group under any cross currency or interest rate hedging in respect of loans or borrowings of the Opco Group; plus
- (c) reported consolidated total commitment fees and bank guarantee fee expenses; less

- (d) reported consolidated total interest income; less
- (e) any amount payable to a member of the Opco Group under any cross currency or interest rate hedging in respect of loans or borrowings of the Opco Group, and excluding:
 - (f) to the extent included, amounts referable to Non-Recourse Debt;
 - (g) amortisation of debt establishment costs and derivative de-designation or termination costs or benefits;
 - (h) discount adjustments costs or benefits in relation to long term provisions;
 - (i) marked-to-market gains or losses arising under or in connection with a hedge agreement; and
 - (j) any other non-interest related financing income or expenses which are reported as other financing costs or recognised directly in equity in such Financial Accounts.

Permitted Disposal means:

- (a) a disposal from a Material Subsidiary to an Obligor or another Material Subsidiary;
- (b) a disposal by an Obligor to another Obligor;
- (c) a disposal by a Material Subsidiary to a member of the Group (other than an Obligor or a Material Subsidiary), provided that the total value of all assets disposed of during a financial year does not exceed A\$50,000,000 and no Event of Default or Potential Event of Default has occurred and is subsisting or would occur as a result of the disposal;
- (d) a disposal of worn out or obsolete assets;
- (e) a disposal made in the ordinary course of business on arm's length terms;
- (f) disposals of cash or cash equivalents for cash or in exchange for other cash equivalents;
- (g) a disposal of assets (other than cash) in exchange for other assets comparable or superior as to type, value and quality;
- (h) the payment of cash for any asset for the acquisition of any asset or services on normal commercial terms;
- (i) the investment of funds not immediately required in the relevant Group member's business in accordance with the Group's established treasury policies or the realisation of such investments;
- (j) a disposal expressly permitted by (l) (Negative Pledge) of Part 2 of Schedule 3 (Undertakings) to this Term Sheet;
- (k) in the case of a Material Subsidiary only, a disposal to a joint venture that is a Permitted Joint Venture;
- (l) a disposal of assets compulsorily acquired by any Government Agency which does not constitute an Event of Default;
- (m) in the case of a Material Subsidiary only, disposals pursuant to any Permitted Reorganisation;
- (n) the application of proceeds of an issue of securities (whether debt or equity) for the purpose stated in the prospectus or other offering document relating to that issue;
- (o) any reduction or buy back of its share capital made in accordance with any applicable laws;

- (p) a disposal approved by the Agent acting on the instructions of the Majority Lenders; or
- (q) any disposal not being one of those described in paragraphs (a)-(p) above, where the Net Sales Proceeds of such disposal when aggregated with the Net Sales Proceeds of all disposals (not being any of those described in paragraphs (a)-(p) above) in any twelve month period does not exceed 10% of consolidated total assets of the Group as shown in the most recent Financial Accounts delivered to the Agent.

Permitted Finance Debt means:

- (a) any indebtedness arising under the Finance Documents;
- (b) any Finance Debt owed by an Obligor to another Obligor;
- (c) any Finance Debt owed by a Material Subsidiary to an Obligor or another Material Subsidiary;
- (d) any Finance Debt owed by an Obligor to another member of the Group that is not an Obligor provided that the aggregate amount of Finance Debt permitted under this paragraph (d) does not exceed a threshold amount to be agreed in the SFA at any time;
- (e) in the case of a Material Subsidiary only, any finance leases (including any operational leases to the extent that they may be characterised as finance leases on the basis of Accounting Standards), hire purchase arrangements or similar facilities where the lease provider's recourse is limited to the asset leased and recourse is on an unsecured basis to the Group member that is the lessee and the total value of all such facilities in existence at any time does not exceed A\$20,000,000;
- (f) any indebtedness in respect of guarantees, ancillary facilities, intercompany loans or any indebtedness owed by a Group member to another member of the Group;
- (g) any Finance Debt under treasury transactions, foreign exchange, commodity and interest rate hedges entered into in the ordinary course of business or as approved by the Agent (acting on the instructions of Majority Lenders (acting reasonably));
- (h) any indebtedness (including any indebtedness under any Equity Contribution) subordinated to the Facility under a Subordination Deed;
- (i) any indebtedness under a Permitted Guarantee;
- (j) any other indebtedness existing as at the date of the SFA and disclosed to the Agent in writing prior to the date of the SFA and any refinancing of that indebtedness which does not result in an increase in the level of that indebtedness (other than in respect of any costs, fees and expenses incurred in connection with the refinancing);
- (k) in the case of a Material Subsidiary only, any Finance Debt incurred for the purpose of refinancing, prepaying or repaying all or part of the indebtedness under the Finance Documents which does not result in an increase in the level of that indebtedness (other than in respect of any costs, fees and expenses incurred in connection with the refinancing);
- (l) any indebtedness permitted under paragraph (p) (Financial Accommodation) in Part 2 of Schedule 3;
- (m) any indebtedness of any person that becomes a Material Subsidiary after Financial Close as a result of the acquisition of that person, but only indebtedness as existed at the time of that acquisition which was not incurred in contemplation of that acquisition, provided that such indebtedness shall, to the extent not otherwise permitted be discharged within 90 days from the date upon which that person becomes a Material Subsidiary;

- (n) in the case of a Material Subsidiary only, in addition to the above exceptions, other Finance Debt not exceeding \$150,000,000 in aggregate at any time;
- (o) any Finance Debt arising under or in connection with a Tax Sharing and Funding Agreement; or
- (p) any indebtedness incurred with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

Permitted Financial Accommodation means:

- (a) any financial accommodation which constitutes Permitted Finance Debt;
- (b) in the case of an Obligor, any financial accommodation up to a threshold amount to be agreed in the SFA, from an Obligor to another member of the Group that is not an Obligor;
- (c) in the case of a Material Subsidiary only, any financial accommodation from an Obligor to the Target or to a Wholly Owned Subsidiary of the Target;
- (d) any financial accommodation to a party to the Scheme Implementation Deed in order to fund any Acquisition Costs;
- (e) in the case of a Material Subsidiary only, any financial accommodation provided by way of trade credit (including the provision, in the ordinary course of business, of deferred payment terms to customers and any advance payment made in relation to capital expenditure) on arm's length commercial terms and in the ordinary course of trading;
- (f) any financial accommodation to a person as a Distribution, provided all Distribution Conditions are satisfied;
- (g) any loan made for the purposes of enabling an Obligor to meet its payment obligations under the Facility, a Distribution (subject to satisfying the Distribution Conditions) or to facilitate compliance with applicable law;
- (h) any financial accommodation arising under or in connection with a Tax Sharing and Funding Agreement;
- (i) any deposits with a bank or financial institution;
- (j) in the case of a Material Subsidiary only, any financial accommodation provided on arm's length terms to a Permitted Joint Venture; or
- (k) a loan made by a Material Subsidiary pursuant to an employee share option scheme or unit trust scheme, provided that the aggregate amount of loans permitted under this paragraph (k) does not exceed a threshold amount to be agreed in the SFA at any time;
- (l) any financial accommodation with the prior written consent of the Agent (acting on the instructions of the Majority Lenders); or
- (m) in the case of a Material Subsidiary only, in addition to the exceptions above, any other financial accommodation financial accommodation which does not exceed A\$20,000,000.

Permitted Guarantee means:

- (a) any Guarantee or indemnity under the Transaction Documents;
- (b) any non-financial Guarantee or indemnity to support the obligations of a member of the Group where those obligations are permitted under the Transaction Documents;
- (c) any Guarantee or indemnity in respect of Permitted Finance Debt;

- (d) any Guarantee or indemnity in the ordinary course of business at arm's length and which does not guarantee Finance Debt;
- (e) any Guarantee or indemnity from an Obligor to support the obligations of another Obligor;
- (f) any Guarantee or indemnity from a Material Subsidiary to support the obligations of an Obligor or another Material Subsidiary;
- (g) any Guarantee or indemnity from an Obligor or a Material Subsidiary to support the obligations of another member of the Group that is not an Obligor provided the amount of all such guaranteed obligations does not exceed a threshold to be agreed in the SFA;
- (h) in the case of a Material Subsidiary only, any Guarantee or indemnity in connection with an operating lease otherwise permitted under the Finance Documents provided the aggregate liability does not exceed A\$20,000,000;
- (i) any Guarantee or indemnity in respect of the netting or set-off arrangements permitted pursuant to paragraph (c) or (j) of the definition of Permitted Security Interest;
- (j) any Guarantee entered into for the purpose of obtaining or complying with an order under Part 2M.6 of the Corporations Act (or an equivalent provision) where the only members of the class are members of the Group;
- (k) any Guarantee or indemnity under or in connection with any Tax Sharing and Funding Agreement;
- (l) in the case of a Material Subsidiary only, any Guarantee or indemnity to the extent permitted by the definition of Permitted Joint Venture;
- (m) in the case of a Material Subsidiary only, in addition to the above exceptions, any other Guarantees where the aggregate principal exposure does not exceed a threshold to be agreed in the SFA; or
- (n) any other Guarantee or indemnity approved by the Agent acting on the instructions of the Majority Lenders.

Permitted Joint Venture means, in the case of a Material Subsidiary only:

- (a) any joint venture or partnership disclosed in writing to the Lenders before the date of the SFA; or
- (b) any joint venture or partnership which is complementary to or consistent with the Core Business of the Group and entered into on arm's length terms and in respect of which amounts invested by the Group in aggregate at any time for all such joint ventures does not exceed the aggregate of A\$10,000,000 and the amount of any such investment funded from any Equity Contribution, provided that no Event of Default is subsisting or would result from the proposed investment as determined at the time of signing the applicable acquisition or investment documents.

Permitted Reorganisation means:

- (a) a solvent reconstruction, amalgamation, merger, consolidation or re-organisation involving the business or assets of, or share of (or other interests in), any member of the Group owned directly or indirectly by the Target where all or substantially all of the business, assets, and share of (or other interests in) the relevant member of the Group continue to be owned directly or indirectly by the Target in the same or a greater percentage as prior to such re-organisation provided that none of the assets of the relevant member of the Group becomes

owed by a Group member that has incurred Non-Recourse Debt or a Subsidiary of that Group member;

- (b) any other solvent reconstruction, amalgamation, merger, consolidation or re-organisation involving one or more members of the Group approved by the Majority Lenders; and
- (c) in the case of a trustee, where the trustee is replaced by another trustee that is also an Obligor.

Permitted Security Interest means any Security Interest specified below:

- (a) a lien or charge arising by operation of law in the ordinary course of business;
- (b) any Security Interest under a Security Document;
- (c) in the case of a Material Subsidiary only, any Security Interest over an asset that has been acquired using Finance Debt by way of a finance lease, where the Security Interest only secures the obligations under that finance lease and the finance lease is permitted in accordance with the Finance Documents;
- (d) any Security Interest over an asset created before that asset was acquired by a member of the Group but not in contemplation of its acquisition and where the amount secured by the Security Interest is not increased following the acquisition and (unless the Security Interest is otherwise a Permitted Security Interest) the Security Interest is discharged within 90 days of the acquisition;
- (e) any Security Interest over an asset of an entity which is a Material Subsidiary after Financial Close, but not in contemplation of that entity becoming a Material Subsidiary and where the amount secured by the Security Interest is not increased following that entity becoming a Material Subsidiary and (unless the Security Interest is otherwise a Permitted Security Interest) the Security Interest is discharged within 90 days of the entity becoming a Material Subsidiary;
- (f) any Security Interest existing at the date of the SFA and disclosed to the Agent in writing prior to the date of the SFA;
- (g) in the case of a Material Subsidiary only, any carriers', warehousemen's and mechanic liens for sums not yet due or that are being contested in good faith;
- (h) in the case of a Material Subsidiary only, any Security Interest on any property acquired or developed for the sole purpose of financing that property and securing amounts not exceeding an aggregate amount of the acquisition, development, interest and other related costs;
- (i) any Security Interest granted to secure any extension, renewal or replacement of Permitted Finance Debt secured by a Security Interest referred to above where there is no change in the assets being secured or increase in the amount secured;
- (j) in the case of a Material Subsidiary only, in addition to the other exceptions in this definition, Security Interests securing indebtedness in an aggregate amount not exceeding 10% of consolidated total assets of the Group as set out in the most recent Financial Accounts at such time the Security Interest is granted;
- (k) a Security Interest where the party holding any such Security Interest has security over Project Property or Project Vehicles only but no right of recourse to an Obligor or Material Subsidiary or any Obligor's or Material Subsidiary's assets;

- (l) in the case of a Material Subsidiary only, any liens over documents of title, insurance policies or sales contracts for goods created in the ordinary course of business and on arm's length terms in favour of suppliers to secure the purchase price of those goods; and
- (m) otherwise any Security Interest created or granted with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

Port Trust means the trust established by the Port Trust Deed, being a special purpose trust formed by the Sponsors, the share capital of which will be owned by Hold Trust.

Port Trust Deed means the trust deed entered into by the trustee of the Port Trust that establishes the Port Trust.

Potential Event of Default means any event or circumstance specified in Schedule 4 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

PPSA means the *Personal Property and Securities Act 2009* (Cth).

Project Activity means the acquisition, development, construction, extension, expansion or improvement of any asset.

Project Debt means with respect to a project or development:

- (a) Finance Debt in relation to the acquisition or cost of Project Activities;
- (b) Finance Debt incurred before or at the time of carrying out Project Activities solely for the purpose of financing or refinancing the acquisition or cost of the Project Activities;
- (c) any Finance Debt incurred solely to refinance any Finance Debt referred to above or incurred under any successive refinancing;
- (d) any liabilities under hedging transactions entered into in connection with any Finance Debt referred to above or any Project Activity;
- (e) interest or amounts in the nature of interest, charges, fees, costs of any nature (including break costs or costs arising from changes in law), duties, expenses, currency indemnities, withholding taxes, indirect taxes and other similar indebtedness (however described) which, in any case, is or are incurred or payable in connection with any of the above; or
- (f) any guarantee or indemnity securing payment or repayment of any of the above amounts (but not any other Finance Debt).

Project Property means a Group member's assets used or predominantly used in, or generated by, any Project Activities for a project or development including:

- (a) assets forming part of or connected with or derived from that project or development; and
- (b) proceeds derived from other assets relating to that project or development.

Project Vehicle means an entity, which is established for the purposes of, and confines its business operations solely to, owning or producing Project Property, carrying out Project Activities and incurring Project Debt.

Proposed Restructure means the proposed:

- (a) transfer of the ownership of the rail moveable property from each relevant Target Group member to Rail Trust and the leasing of that property back to the relevant Target Group member; and

- (b) the transfer of the ownership of the port moveable property from each relevant Target Group member to Port Trust and the leasing of that property back to the relevant Target Group member.

Rail Trust means the trust established by the Rail Trust Deed, being a special purpose trust formed by the Sponsors, the share capital of which will be owned by Hold Trust.

Rail Trust Deed means the trust deed entered into by the trustee of the Rail Trust that establishes the Rail Trust.

Reference Banks means the Commonwealth Bank of Australia, Westpac Banking Corporation, National Australia Bank Limited and Australia and New Zealand Banking Group Limited or any other banks or financial institutions determined from time to time as agreed between the Borrower and the Agent.

Related Body Corporate has the meaning in the Corporations Act, but as if each reference to 'body corporate' and 'body' in that definition and in the definition of 'Subsidiary' included any entity and for the purposes of which any beneficial interests are treated as shares and as if each reference to the 'board' in the definition of 'Subsidiary' and in section 47 of the Corporations Act included any committee or other group formed by representatives of the holders of beneficial interests in that entity.

Reservations means any general principles, reservations, assumptions or qualifications as to matters of law (including in respect of principles of equity, stamping and registration, statute of limitations and laws affecting creditors' rights generally, but excluding any assumptions with respect to factual matters), in each case as set out in any legal opinion delivered to Lenders in connection with the Finance Documents.

Sanctions Laws and Regulations means:

- (a) any sanctions, prohibitions or requirements imposed by any executive order (an "Executive Order") or by any sanctions program administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC"); and
- (b) any sanctions measures imposed by Australia, Hong Kong, the United Nations Security Council, European Union or the United Kingdom.

Scheme has the meaning given to that term in the Scheme Implementation Deed.

Scheme Document means:

- (a) the Scheme Implementation Deed;
- (b) the Share Scheme Deed Poll entered into by Brookfield Infrastructure Partners Limited as general partner of Brookfield Infrastructure Partners L.P and certain subsidiaries of Brookfield Infrastructure Partners Limited as general partner of Brookfield Infrastructure Partners L.P in favour of the shareholders of the Target;
- (c) a document agreed between the Borrower and the Agent to be a Scheme Document for the purposes of the SFA;
- (d) any Disclosure Letter (as defined in the Scheme Implementation Deed); or
- (e) any document or agreement entered into for the purpose of amending or novating, any of the above documents.

Scheme Implementation Deed means the scheme implementation deed between Brookfield Infrastructure Partners Limited as general partner of Brookfield Infrastructure Partners L.P and the Target for the acquisition of all the shares in the Target under a scheme of arrangement.

Scheme Trust Account means the trust account referred to in the Deed Poll into which the cash component of the Scheme Consideration (as defined in the Scheme Implementation Deed) will be deposited.

Screen Rate means the average BBSY bid rate for the relevant period, displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available or the basis on which that rate is calculated or displayed is changed, the Agent (acting on the instructions of the Majority Lenders) may specify another page or service displaying the appropriate rate after consultation with the Borrower and the Lenders.

Secured Property means any asset which is subject to a Security Interest granted to the Security Trustee by Holdco or the Borrower under the Security Documents.

Security means any Security Interest created or expressed to be created in favour of the Security Trustee under a Security Document.

Security Document means each security document to be granted by Holdco or the Borrower, and any document designated as a 'Security Document' by the Security Trustee and the Borrower.

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement, notice or arrangement having a similar effect and includes a security interest as defined in the PPSA (but excluding any security interest defined in section 12(3) of the PPSA which does not in substance secure any payment or performance of an obligation).

Security Trust Deed means the document to be entered between Holdco, the Borrower and the Security Trustee constituting the security trust.

Sponsor Affiliate means any Sponsor, each of its Affiliates (which shall, for the purposes of the 'Disenfranchisement' section of this Term Sheet include any associated entity as defined in the Corporations Act), any trust of which a Sponsor or any of its Affiliates is a trustee and which the Sponsor or its Affiliate controls, any partnership of which a Sponsor or any of its Affiliates is a partner and which the Sponsor or its Affiliate controls, and any trust, fund or other entity which is or which holds shares in Holdco which are managed, under a written agreement by a Sponsor or any of its Affiliates such that the Sponsor or its Affiliate exercises control over the shares in Holdco.

Subordination Deed means:

- (a) the deed entered into on or about the date of the SFA between the Obligors, the Security Trustee, the Sponsors and/or Sponsor Affiliates (as appropriate) in relation to the subordination of any Equity Contributions provided by way of loans; or
- (b) any document to be entered into between an Obligor, the Security Trustee and an entity providing any indebtedness to an Obligor in relation to the subordination of that indebtedness to the Facility on terms substantially the same as those in the Subordination Deed described in paragraph (a) or otherwise on terms satisfactory to the Agent (acting on the instructions of all Lenders).

Subsidiary has the meaning given in the Corporations Act, but an entity will also be taken to be a Subsidiary of another entity if it is controlled by that entity (as defined in section 50AA of the Corporations Act).

Target means Asciano Limited ACN 123 652 862.

Target Group means the Target and each of its Subsidiaries.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a Government Agency, and any related interest, penalty, charge, fee or other amount.

Tax Act means the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) (as applicable).

Tax Sharing and Funding Agreement means a tax sharing and funding agreement which:

- (a) includes reasonably appropriate arrangements for the funding of tax payments by the head company (as defined in the Tax Act) having regard to the position of each party to the Tax Sharing and Funding Agreement; and
- (b) satisfies the requirements of section 721-25 of the Tax Act for being a valid tax sharing agreement.

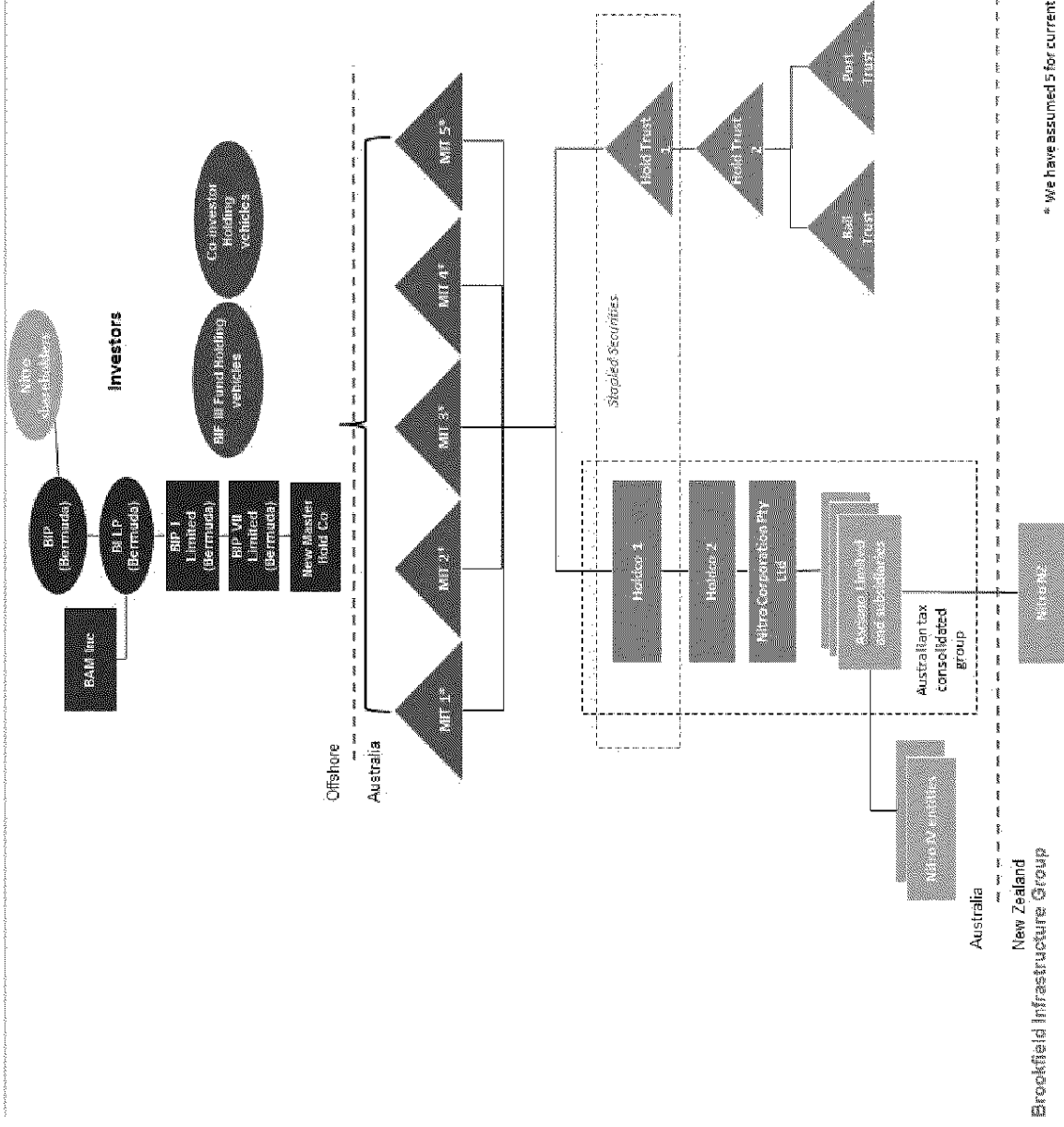
Transaction Document means any Finance Document and the Scheme Documents.

Wholly Owned Subsidiary means each Subsidiary of the Target for which the Target holds, directly or indirectly, all issued shares or units in that Subsidiary.

Annexure A — Proposed Group Structure

Project Nitro – Group Structure (post-completion)

Brookfield 0



* We have assumed 5 for current purposes but it may be more or less.

Annexure B — Material Subsidiaries

1. Asciano Limited (ABN 26 123 652 862)
2. Asciano Finance Limited (ABN 90 123 180 450)
3. Asciano Holdings (Containers) Pty Ltd (ABN 36 123 684 060)
4. Asciano Holdings (General & Bulk) Pty Ltd (ABN 67 123 683 885)
5. Asciano Holdings (Properties) Pty Ltd (ABN 68 123 683 447)
6. Asciano Holdings (Rail) Pty Ltd (ABN 34 123 64 051)
7. Asciano Properties Operations Pty Ltd (in its own capacity and in its capacity as trustee of the Asciano Properties Trust) (ABN 65 123 685 496)
8. Asciano Properties Pty Ltd (ABN 72 123 685 021)
9. Asciano Rail Holdings Pty Ltd (ABN 72 098 059 137)
10. Asciano Services Pty Ltd (ABN 48 052 134 362)
11. Equitius Pty Ltd (ABN 74 065 981 526)
12. ACN 106978330 Pty Ltd (ABN 52 106 978 330)
13. National Stevedoring Holdings Pty Ltd (ABN 30 060 623 529)
14. Pacific National Bulk Rail Limited (ABN 58 075 295 644)
15. Pacific National (NSW) Pty Ltd (ABN 83 099 150 688)
16. Pacific National (Qld) Pty Ltd (ABN 98 107 180 183)
17. Pacific National (Queensland Coal HoldCo) Pty Ltd (ABN 51 130 556 151)
18. Pacific National (Queensland Coal) Pty Ltd (ABN 63 129 529 648)
19. Pacific National Pty Ltd (ABN 39 098 060 550)
20. Patrick Auto, Bulk & General Ports Pty Ltd (ABN 95 123 685 183)
21. Patrick Container Ports Pty Ltd (formerly Patrick Logistics Pty Ltd) (ABN 49 009 762 985)
22. Patrick Ports Pty Ltd (ABN 79 120 380 289)
23. Patrick Stevedores Holdings Pty Ltd (ABN 63 060 462 919)
24. Patrick Stevedores Operations No 2 Pty Ltd (ABN 64 056 292 687)
25. Patrick Stevedores Operations Pty Ltd (ABN 33 065 375 840)
26. Patrick Stevedoring Pty Ltd (ABN 44 007 427 652)
27. Plzen Pty Ltd (ABN 31 065 905 571)
28. PSL Services Pty Limited (ABN 97 082 168 269)
29. Strang Patrick Holdings Pty. Limited (ABN 81 003 893 847)

Brookfield

Brookfield Infrastructure Group

**PRIVATE AND STRICTLY CONFIDENTIAL
NOT FOR PUBLIC DISCLOSURE**

August 16, 2015

Buckland Investment Pte. Ltd.
168 Robinson Road #37-01
Singapore 068912

Dear Boon Chin Hau,

Re: Project Nitro – Cost-Sharing Commitment

Thank you for your interest in participating alongside Brookfield Infrastructure in our efforts to acquire Asciano Limited ("Asciano") along with certain co-investors (the "Transaction"). As indicated in our discussions, as part of your participation in our co-investment process, we require your commitment to share transaction pursuit costs and expenses on the terms set out below. Please indicate your agreement to do so by executing this letter agreement below. At this time we would also ask that you please indicate in the space below, the minimum and maximum amounts that on a preliminary (non-binding) basis you would look to deploy for co-investment in the Transaction. This letter agreement will not be considered by Brookfield Infrastructure to be effective unless this information is completed.

Cost-Sharing Commitment Terms

1. You hereby irrevocably and unconditionally agree to contribute (pro rata, based on the co-investment amount set out in your Equity Commitment Letter (your "Allocated Pro Rata Share")) to all transaction pursuit costs and expenses (including, without limitation, legal, accounting, tax and consulting fees and related expenses, the travel expenses of Brookfield Infrastructure's operating management advisors (but, for the avoidance of doubt, not those travel expenses of its internal transaction team) and other due diligence costs) incurred to date or to be incurred in the future (as per the good faith estimates disclosed in schedule 1 to this letter) in connection with the Transaction until the earlier of: (a) formal notice from you in writing that you wish to withdraw your interest in participating in the Transaction; (b) Brookfield Infrastructure's formal notice to you in writing that Brookfield Infrastructure has ceased pursuing the Transaction; and (c) successful completion of the Transaction (in which event, you will contribute to transaction costs in accordance with and pursuant to your Equity Commitment Letter, rather than under this letter agreement). Unless otherwise agreed in writing, your pro-rata share of all costs and expenses incurred shall be subject to a maximum reflecting your Allocated Pro Rata Share. Any costs and expenses incurred in excess of the foregoing shall not be charged to you without your prior written consent. For the avoidance of doubt, it is our intention that, should we be successful in acquiring Asciano, our acquisition vehicle will pay the Transaction costs and expenses.
2. Your agreement to these terms does in no way constitute a formal commitment to fund an investment in the Transaction or otherwise proceed with any other form of participation in the Transaction.
3. Save for an assignment to an affiliate, you may not assign the commitment set out herein without our prior written consent.
4. This letter agreement will enure to the benefit of Brookfield Infrastructure and its affiliates, and be binding upon you, in each case including your and their respective heirs, executors, administrators and successors. This letter agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its choice of law provisions. You hereby submit to the non-exclusive jurisdiction of the courts of the State of New York.

Brookfield

Brookfield Infrastructure Group

5. This letter agreement may be executed in any number of counterparts (including by facsimile or other electronic means of transmission), each such counterpart being deemed an original instrument and all such counterparts together constituting one and the same agreement.
6. You will be entitled to set-off, to the extent possible, your obligation to make a payment pursuant to this letter against your right and entitlement (under your Equity Commitment Letter) to receive your Allocated Pro Rata Share of the break fee (if any) payable by Asciano under the Scheme Implementation Deed.

*** ** ** ** **

[Remainder of page intentionally left blank. Signature page follows.]

Brookfield

Brookfield Infrastructure Group

If the foregoing is acceptable to you, please sign and return a copy of this letter agreement to us as indicated above.

Sincerely,

BROOKFIELD INFRASTRUCTURE GROUP (AUSTRALIA) PTY LTD.


Name: STEWART UPSON
Title: DIRECTOR

ACKNOWLEDGED AND AGREED this 14 day of August, 2015.

BUCKLAND INVESTMENT PTE. LTD.

Name:
Title:

Minimum Co-Investment Amount:	US\$ 500 million
Maximum Co-Investment Amount:	US\$ 1,000 million

Brookfield Infrastructure Group

If the foregoing is acceptable to you, please sign and return a copy of this letter agreement to us as indicated above.

Sincerely,

BROOKFIELD INFRASTRUCTURE GROUP (AUSTRALIA) PTY LTD.

Name:

Title:

ACKNOWLEDGED AND AGREED this 14 day of August, 2015.

BUCKLAND INVESTMENT PTE. LTD.


Name:

Title:

PAUL BARR
AUTHORISED SIGNATORY

Minimum Co-Investment Amount:	US\$ 500 million
Maximum Co-Investment Amount:	US\$ 1,000 million

Brookfield

Brookfield Infrastructure Group

Schedule 1

Phase I: Transaction Costs until Signing of SIA

All figures are in A\$'000

Last updated

8/6/2015

Workstream	Adviser	Updated Budget Cost to SIA
Legal (Incl. Financing, ACCC/FIRB approvals)	HSF	1,700
Legal (Foreign counsel) - NZ and US/ Canada	TBC	70
Legal (Financing (Lenders counsel))	TBC	200
Insurance	Marsh	32
Insurance	RiskCorp	35
Commercial (PN - Rail)	WoodMackenzie	310
Commercial (PN - Intermodal)	Synergies	100
Technical/ Environmental (PN)	Aurecon	350
Commercial & Technical (Port)	Mercator	425
Competition Analysis	Synergies	50
Regulatory	Synergies	100
Tax (DD)	EY	250
Tax (Structuring)	EY	450
Accounting	EY	650
Model Audit	EY	100
Communications Strategy Adviser	Domestique	245
Financial Adviser ¹	Citi, Macquarie	50
Travel costs - Brookfield Team Travel Costs	-	150
Travel costs - Brookfield Operating Management Advisors	-	55
Contingency (5%)	-	266
Total Cost		5,588

¹ Financial Adviser fees are only on successful execution of the transaction. The budgeted success fees are \$10 million for each bank. If the transaction does not proceed, Financial Advisers are reimbursed costs.

Phase II: Transaction Costs until successful Implementation of the Scheme of Arrangement

In addition additional transaction related costs to implement the Scheme of Arrangement of up to A\$3.5 million are expected.