Pocahontas Parkway

Technical Support Agreement

Virginia Department of Transportation

Transurban Limited

Trasurban (USA) Development Inc.

Transurban (895) LLC

TECHNICAL SUPPORT AGREEMENT

This TECHNICAL SUPPORT AGREEMENT (this "Agreement") is made and entered into as of June 29, 2006, by and among the Virginia Department of Transportation, a department of the Commonwealth of Virginia (the "Department"), Transurban Limited, a company incorporated under the laws of the State of Victoria, Australia whose shares are traded on the Australian Stock Exchange ("Transurban Limited"), Transurban (USA) Development Inc., a _____ company ("Transurban Development" and, together with Transurban Limited, "Transurban") and Transurban (895) LLC, a Delaware limited liability company (the "Operator").

Recitals

A. Transurban (895) LLC, a Delaware limited liability company, is the Operator under the Amended and Restated Comprehensive Agreement to Develop and Operate the Route 895 Connector, dated as of June 29, 2006, by and between the Department and the Operator (the "Comprehensive Agreement"), pursuant to which the Department has granted to the Operator the rights and privileges to develop, operate, maintain and improve the Project, all as provided in the Comprehensive Agreement.

B. Transurban has agreed to provide technical support to the Operator to assist the Operator in the performance of its obligations under the Comprehensive Agreement in accordance with the terms and conditions of this Agreement.

1. Definitions and interpretation

1.1 Definitions

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in Exhibit A (Definitions) to the Comprehensive Agreement.

1.2 Interpretation

The provisions of this Agreement will be construed in accordance with the following:

(a) In this Agreement headings are for convenience only and do not affect their interpretation. Except to the extent that the context otherwise requires or except as expressly stated otherwise:

(i) references to this Agreement include references to all the schedules, annexes and exhibits to this Agreement;

(ii) references to appendices, clauses, paragraphs, sub-paragraphs, schedules, annexes or exhibits in this Agreement are references to appendices, clauses, paragraphs, sub-paragraphs, schedules, annexes and exhibits of and to this Agreement;

(iii) references to any document or agreement (including this Agreement) include references to such document or agreement as amended, novated, replaced or supplemented from time to time;

(iv) references to any statute, regulation, by-law or guideline or to any provision of any statute, regulation, by-law or guideline include any modification or re-enactment of, or any provision substituted for, and (in the case of a statute) all statutory and subordinate instruments issued under, such statute, regulation, by-law or guideline or such provision;

(v) words denoting the singular include the plural and vice versa;

(vi) words denoting individuals or Persons include corporations, partnerships, joint ventures, unincorporated organisations and Governmental Authorities and vice versa;

(vii) words denoting either gender include both genders;

(viii) references to any party or Person include that party's or person's successors and permitted assigns;

(ix) to the extent used in this Agreement, all accounting terms used in this Agreement will have the meaning given to those terms under, and all calculations and determinations as to financial matters will be made in accordance with, U.S. GAAP consistently applied;

(x) the term 'including', 'include' and 'includes' shall be deemed to be followed by the phrase 'without limitation'.

(b) If there is any inconsistency between a provision of this Agreement and a provision of the Comprehensive Agreement, this Agreement will prevail.

2. Transurban's Technical Assistance Undertaking to the Department

2.1 Undertaking

Transurban unconditionally and irrevocably undertakes, during the Term, to provide technical advice and assistance to the Operator to assist the Operator in the performance of its obligations under the Comprehensive Agreement, which shall include:

(a) performing the following tasks to the extent required in the Comprehensive Agreement:

(i) attending meetings with the Operator, the Department and any other duly authorised persons, when required or as

requested by the Department, to address specific inquiries related to the Project Operations;

(ii) providing the Operator with the technical information, support and assistance as it reasonably requires to enable it to prepare, amend and update all operations and maintenance plans, systems operation plans and documentation, and project management plans, including all quality management plans, traffic and traffic incident management plans, public information plans, remedial work plans and any other relevant plans or reports required of the Operator under the Comprehensive Agreement;

(iii) entering into discussions and negotiations with all appropriate Governmental Authorities as required under the Comprehensive Agreement or as otherwise requested by the Department;

(iv) preparing and commenting on all operation and maintenance manuals;

(v) formulation of job descriptions, remuneration packages and a recruitment strategy to enable the Operator to recruit necessary qualified and experienced personnel in connection with the Project Operations;

(vi) selection, procurement and operation of all necessary equipment , including the method of purchasing, commissioning, maintaining and replacing any such equipment or otherwise required in connection with the Project Operations;

(vii) providing all licences and authorisations that are necessary to enable the Operator to meet its obligations under the Comprehensive Agreement (other than authorisations that the Department must provide thereunder);

(viii) developing, implementing and improving maintenance standards and systems to the extent required or permitted under the Comprehensive Agreement;

(ix) designing and organising an adequate training programme for the Operator's staff to assist in performing the Project Operations, which will include, as appropriate, training in maintenance and repair; and

(b) providing the Operator with such other technical support and assistance as it reasonably requires to enable it to perform the foregoing obligations under the Comprehensive Agreement.

2.2 Further Assistance

Without limiting its obligations in clause 2.1, Transurban must also provide the following services during the Term:

(a) provide information at regular intervals and as requested by the Operator or the Department on general policy or updated techniques utilised by operating companies owned or controlled by Transurban whose tasks and functions are comparable with those of the Operator;

(b) provide continuing training and education to the Operator's operating and maintenance manager comparable to training and education provided to personnel of similar standing employed by other operating companies owned or controlled by Transurban;

(c) ensure that the Operator has adequate access at all times to suitable personnel, data and systems at Transurban to give such advice and assistance as the Operator may reasonably require in connection with the performance of its obligations under the Comprehensive Agreement;

(d) provide such assistance as the Operator may require in connection with any upgrade, installation, modification or repair of the ETTM Facilities and ETTM System and any other systems, components and equipment comprising the Project; and

(e) provide such other technical and managerial assistance as the Operator requires to comply with its obligations under the Comprehensive Agreement.

2.3 Payment of Fee

(a) In consideration of the services rendered by Transurban pursuant to this Agreement, the Operator shall pay to Transurban an annual fee (the "Fee") in an amount equal to $300,000, as adjusted from time to time in accordance with the following paragraph. Except for a reasonable initial mobilization payment on the date of this Agreement, the Fee shall be payable in installments, in arrears, for services actually rendered.

(b) The Fee shall be adjusted annually by the percentage increase, if any, in the Consumer Price Index – U.S. City Averages for all Urban Consumers, All Items (not seasonally adjusted) of the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI Index") most recently published prior to an annual payment date, over the CPI Index most recently published prior to the previous annual payment date (or, in the case of the payment on the first anniversary of the date of this Agreement, over the CPI Index most recently published prior to the date of this Agreement). If the CPI Index for any such annual period decreases, then the Fee payable immediately following such period shall equal the Fee for the immediately preceding year. If at any relevant time the CPI Index shall not be available in the same format as

referred to in the preceding sentence, the Operator and Transurban, subject to the Department's consent, shall substitute any official index published by the U.S. Department of Labor, Bureau of Labor Statistics which is most nearly equivalent thereto.

2.4 Reliance by the Department

Transurban acknowledges that (a) the Department is relying on Transurban to fulfill its obligations under this Agreement to assist the Operator to perform its obligations under the Comprehensive Agreement, and (b) the Department shall have the right, as a direct party to this Agreement, to enforce all rights and remedies against Transurban available at law or in equity on account of any failure of Transurban to fulfill its obligations under this Agreement.

3. Operator's Liability under Comprehensive Agreement

Despite any other provision in this Agreement, Transurban acknowledges that the Department may proceed against the Operator for any failure of the Operator to comply with any obligation under the Comprehensive Agreement.

4. Representations and Warranties

Transurban hereby represents and warrants that:

(a) It is a corporation validly existing under the laws of its place of incorporation as stated in this Agreement.

(b) It has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by it.

(c) It has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by it.

(d) This Agreement is valid and binding and enforceable in accordance with its terms, subject to equitable principles and laws relating to bankruptcy or insolvency.

5. Termination and Assignment

5.1 Termination

(a) This Agreement shall remain in full force and effect until the earlier of (i) the expiration or earlier termination of the Comprehensive Agreement, and (ii) such time as the Operator Interest has been Transferred to any Person that is not an Affiliate of Transurban (895)

LLC or Transurban in accordance with Section 20.01 of the Comprehensive Agreement (any event in clauses (i) and (ii), a "Termination Event"), at which time this Agreement shall terminate automatically. Subject to clause 5.1(b), Transurban shall have no further obligations pursuant to this Agreement after a Termination Event.

(b) The obligations of Transurban under this Agreement shall survive termination of the Comprehensive Agreement to the extent that they are necessary for the performance of any obligations of Transurban (895) LLC or of any other Operator that is an Affiliate of Transurban (895) LLC or Transurban that remain outstanding after a Termination Event and relate to the period prior to the Termination Event.

5.2 Assignment

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Transurban may not transfer or assign any of its rights or obligations in this Agreement without the prior written consent of the Department.

6. Notices

(a) Whenever under the provisions of this Agreement it shall be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall not be effective for any purpose unless and until actually received by the addressee or unless served:

(i) personally,

(ii) by independent, reputable, overnight commercial courier,

(iii) by facsimile transmission:

(A) where the transmitting party includes a cover sheet identifying the name, location and identity of the transmitting party, the phone number of the transmitting device, the date and time of transmission and the number of pages transmitted (including the cover page),

(B) where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and

(C) where the facsimile transmission is immediately followed by service of the original of the subject item in the manner provided in **subsections (a)(i)**, **(ii)** or **(iv)** hereof, or

(iv) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to the Operator:
[redacted]
Fax: [ ]

With a copy to:
Daniel A. Mathews
Orrick, Herrington & Sutcliffe LLPOrrick
666 Fifth Avenue
New York, NY 10103-0001
Fax: (212) 506-5151

If to the Department:
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attn: Commissioner
Fax: (804) 786-6250

With a copy to:
John J. Beall, Esq
Senior Assistant Attorney General
Commonwealth of Virginia, Office of the Attorney General
900 E. Main Street
Richmond, Virginia 23219
Fax: (804) 786-9136

And to:
Karen J. Hedlund
Nossaman, Guthner, Knox & Elliott, LLP
2111 Wilson Blvd., Suite 600
Arlington, VA 22201
Fax: (703) 351-9506

If to Transurban:
Level 43, Rialto Tower
525 Collins Street
Melbourne, Victoria 3000
Australia
Attention: Company Secretary
Fax: +613 9649 7380

(b) Any party may, from time to time, by notice in writing served upon the other party as aforesaid, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally shall be deemed delivered upon receipt, if served by mail or independent courier shall be deemed delivered on the date of receipt as

shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the U.S. Postal Service or independent courier, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile (provided the original is thereafter delivered as aforesaid).

7. General

7.1 Waiver

Subject to the express provisions of this Agreement, if a party or any other person fails or delays in exercising or enforcing any right or remedy under this Agreement, it will not preclude or amount to a waiver of any further exercise or enforcement of that right or remedy, or of any other right or remedy, under this Agreement or provided by Law.

7.2 Amendment

No amendment or waiver of any provision of this Agreement, and no consent to any departure by Transurban therefrom, shall be effective unless in writing signed by all the parties to this Agreement.

7.3 Severability of provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

7.4 Further assurance

Each party must sign, execute, deliver and do all such acts and things as may reasonably be required of it to carry out and give full effect to this Agreement and the rights and obligations of the parties to them.

7.5 Headings

The headings of articles, sections, exhibits and schedules, if any, have been included herein for convenience of reference only, are not part of this Agreement, and shall not be taken into consideration in interpreting this Agreement.

7.6 Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument.

7.7 Governing Law

(a) This Agreement will be governed by, and construed in accordance with, the laws of the State applicable to contracts executed and to be performed within the State.

(b) Venue for any legal action arising out of this Agreement shall lie in the Circuit Court in the City of Richmond, Virginia, Division I.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION,
a department of the Commonwealth of Virginia

By: Gregory A. Whirley
Name: Gregory A. Whirley
Title: Acting Commissioner

By:
Name:
Title:

TRANSURBAN LIMITED

By:
Name:
Title:

By:
Name:
Title:

TRANSURBAN (USA) DEVELOPMENT INC.

By:
Name:
Title:

By:
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION,
a department of the Commonwealth of Virginia

By:_____
Name:
Title:

By:_____
Name:
Title:

TRANSURBAN LIMITED

By:_____
Name:
Title: KIMBERLEY EDWARDS
MANAGING DIRECTOR

By:_____
Name: Mark Licciardo
Title: Company Secretary

TRANSURBAN (USA) DEVELOPMENT INC.

By:_____
Name: James Christopher Brant
Title: Director

By:_____
Name: Mark Licciardo
Title: Company Secretary

TRANSURBAN (895) LLC

By: _____
Name: James Christopher Brant
Title: Director

By: _____
Name: Mark Licciardo
Title: Company Secretary