

Amending Deed
Babcock & Brown
Communities Trust

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The agreement

Amending Deed

Date ► 24 September 2008

Babcock & Brown Communities Investor Services Limited
ACN 080 737 042
of Level 23, The Chifley Tower, 2 Chifley Square, Sydney,
NSW 2000
(Trustee)

Background

- A. The Babcock & Brown Communities Trust was established by a trust deed dated 13 April 2007 **(Constitution)**.
- B. Clause 15 of the Constitution provides that the Trustee, subject to any approval required by law, may by deed replace or amend the Constitution.
- C. The Trustee wishes to amend the Constitution in the manner set out in this deed.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed, it is agreed:

1 Definitions and interpretation

A word or phrase (except as otherwise provided) defined in the Constitution has the same meaning when used in this deed.

2 Amendment of the Constitution

2.1 Amendment

The Constitution is amended by inserting a new clause 4.8 as follows:

“4.8 Issue price for a Distribution Reinvestment Arrangement

The Trustee may issue Units as part of a Stapled Security issued under a Distribution Reinvestment Arrangement in accordance with clause 4.7 at an issue price determined by the Trustee provided that the issue price of the Stapled Security of which the Unit forms a part is 97.5% of the Market Price for Stapled Securities referred to in clause 22.3(b)(3) or such higher issue price as the Trustee determines.”

2.2 Amendments not to affect validity, rights, obligations

- (a) An amendment to the Constitution does not affect the validity or enforceability of the Constitution.
- (b) Nothing in this deed:
 - (1) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Constitution before the date of this deed; or
 - (2) discharges, releases or otherwise affects any liability or obligation arising under the Constitution before the date of this deed.

3 Trust not confirmed

- (a) Nothing expressly or impliedly contained in this deed (including the recitals) is effective to confirm, declare or otherwise acknowledge the Trust declared under the Constitution, or to impress any new or additional trusts upon property held on trust as at the date of this deed.
- (b) Nothing in this deed should be interpreted as creating any new or further trust and at all times, the Trust remains a single trust.

4 Governing law

This deed will be construed in accordance with the laws of Victoria.

5 Trustee and Unitholders bound

The Trustee and the Unitholders are bound by the terms of the Constitution as amended by this deed.

6 Severance

Any provision of, or the application of any provision of, this deed which is:

- (a) prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; or
- (b) void, illegal or unenforceable in any jurisdiction does not effect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

Executed as a deed

Signed by
Babcock & Brown Communities Investor Services Limited
By

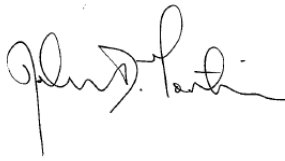
sign here ►



Secretary

print name SIMONE LANDER

sign here ►



Director

print name JOHN MARTIN
