

MAK-2

C 2005 001

CONSTITUTION

2005 TIMBERCORP CITRUS PROJECT

Timbercorp Securities Limited
(ACN 092 311 469)

Each Participant Grower

[EXECUTION COPY]

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Details of this Constitution

Date of the Deed:

This Deed is made on

2 May

2005.

Parties to the Deed:

1. **TIMBERCORP SECURITIES LIMITED**
ACN 092 311 469
Level 8, 461 Bourke Street
Melbourne Victoria 3000
(Responsible Entity)
 2. **EACH PARTICIPANT GROWER**
(Participant Grower)
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Background to the Deed

- A. The Responsible Entity is the holder of an Australian financial services licence, issued by ASIC and which authorises it to operate the Project.
 - B. The Responsible Entity proposes to issue the PDS, which will invite persons to participate in the Project. By participating, either through the PDS or by some other means, such as a secondary sale, a person will become a Participant Grower and be bound by this Deed.
 - C. Each Participant Grower will be granted a licence by the Responsible Entity, in its personal capacity, in respect of one or more Citruslots under the Licence Agreements.
 - D. The Licence Agreements permits each several Participant Grower to use its Citruslots for the purpose of cultivation of Citrus and each Participant Grower intends to use its Citruslots for this purpose.
 - E. Each Participant Grower wishes to engage Timbercorp Securities in its personal capacity to cultivate, maintain and harvest the Citrus Trees on, and generally manage, the Citruslots in accordance with the Management Plan and to carry out and perform each Participant Grower's obligations under the Licence Agreements.
 - F. Each Participant Grower further wishes to engage Timbercorp Securities in its personal capacity to procure the processing of the Citrus and to sell the Product on behalf of the Participant Grower and for that purpose has authorised the Responsible Entity to enter into the Project Documents subject to the terms and conditions of this Deed.
 - G. This Deed comprises the Constitution of the Project, as required under Part 5C.3 of Chapter 5C of the Corporations Act, and is made with the intent that it be legally enforceable as between the Responsible Entity and each several Participant Grower.
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The Parties Agree as Follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires or implies, the following words and expressions have the meanings set opposite each of them:

AFSL:	the Australian Financial Services Licence (Licence Number 235653) and the conditions of it, granted to the Responsible Entity by ASIC;
Agency Account:	the bank account or accounts kept by the Responsible Entity in accordance with clause 12;
Applicant:	a person who has applied to become a Participant Grower in the Project by completing an application form, but who is not yet a Participant Grower;
Application:	an application made pursuant to clause 6;
Application Money:	the application money each Applicant is required to pay for each Citruslot under paragraph 6.3(c) and as set out in the First Schedule;
ASIC	the Australian Securities and Investments Commission;
Attorney:	means the person appointed in accordance with clause 19.4;
Auditor:	the auditor or auditors for the time being of the Project duly appointed under the Corporations Act;
Authorised Investments:	(a) money; (b) interest bearing deposits at call or for a term not exceeding 3 months with or without security with any Financial Institution or Bank; (c) negotiable certificates of deposit issued by or bills of exchange drawn, accepted or endorsed by any Bank; and (d) any deposit in the short term money market with any company that has been approved by the Reserve Bank of Australia, or by ASIC (pursuant to section 65 of the Corporations Act), as an authorised dealer in that market, in each case subject to the restrictions in this Deed and the Corporations Act and the Responsible Entity's AFSL;
Bank:	a bank licensed to carry on the business of banking in Australia under the Banking Act 1959 (Cth) or otherwise lawfully carrying on the business of banking in Australia or any of its States or Territories;
Business Day:	a day other than a Saturday, Sunday or public holiday on which all trading banks are open for general banking business with the public in Melbourne, Victoria;
Capital Works:	(a) the infrastructure and capital works on the Orchard as at the date of this Deed; and (b) the infrastructure and capital works that Timbercorp Securities has agreed to procure the Land Owner to carry

	out, and any other works that Timbercorp Securities, Timbercorp or the Land Owner may be required in future to carry out, at their cost respectively, on the Orchard;
Chargee:	any chargee or mortgagee of the Participant Grower's Citruslots, the name and status of which (as such chargee) appears for the time being in the Register;
Citrus:	the Citrus grown or growing on the Participant Grower's Citruslots or the Orchard, whichever is applicable, and whether or not harvested and any other products, rights, benefits or credits derived from the Citrus Trees;
Citrus Trees:	the Citrus trees planted or to be planted on the Participant Grower's Citruslots or the Orchard, whichever is applicable;
Citruslot:	(a) an interest in the Project held by the Participant Grower, including its interest in, and rights in relation to, each coupled Existing Citruslot and New Citruslot on which a Participant Grower will conduct the Citruslot Operations and which includes the Citrus Trees, the Capital Works and the Required Water Licences attributed to the Project, and in relation to a Participant Grower means the Participant Grower's Citruslots; (b) the expression "Participant Grower's Citruslots" or "Citruslots" means all of the Participant Grower's Citruslots;
Citruslot Management Agreement:	the agreement of that name between Timbercorp Securities, in its personal capacity, and each Participant Grower substantially in the form contained in the Second Schedule, but with the Schedule to that agreement completed by the Responsible Entity in such manner as it sees fit, or in such other form as the Responsible Entity, with the consent of Timbercorp Securities, substitutes prior to the issue of the PDS, or if the Project has commenced, as amended from time to time (until varied, replaced or cancelled);
Citruslot Operations:	the growing and cultivation of Citrus on, and management of, the relevant Citruslots for the production of Product for commercial gain;
Citruslot Statement:	the notice which the Responsible Entity is required to issue under clause 10.1 of this Deed;
Constitution:	this Deed as may from time to time be amended and in force;
Corporations Act:	the <i>Corporations Act 2001</i> (Cth);
CPI:	the "Weighted Average of Eight Capital Cities All Groups Consumer Price Index" as currently maintained and published by the Australian Bureau of Statistics or if in the opinion of the Responsible Entity that index is no longer appropriate for calculating changes in the cost of living for the eight capital cities of Australia, such other index number as is recommended by the Auditor as most closely reflecting changes in the cost of living for the eight capital cities of Australia;
Custodian:	Trust Company of Australia Limited (ACN 004 027 749) of Level 3, 151 Rathdowne Street, Carlton, Victoria and its successors and assigns, or any other person duly appointed by the Responsible Entity to provide custodial services in relation to the Project;

Deed:	this document including the Schedules to this document, comprising the Constitution for the Project, and such other deed or other instruments as may be in force for the time being amending or being supplemental to or collateral with this document or any of the foregoing components of this document;
Defaulting Grower:	a Participant Grower who is in breach of any of the Grower Agreements or this Deed or ceases to participate in the Project due to a breach of any of the Grower Agreements or this Deed, and for the purposes of this Deed, a Participant Grower remains a Defaulting Grower even though any of the Grower Agreements in respect of Citruslots of that Participant Grower are terminated;
Defaulting Joint Venturer:	a Joint Venturer in default of its obligations set out in clause 29 or otherwise under this Deed or the Grower Agreements;
Entitlement Date:	the date on which each Participant Grower becomes entitled to a several share of the whole of the Citrus and Product in proportion to its Participating Interest. For Early Growers, the Entitlement Date is 1 July 2005 and for Post 30 June Growers, the Entitlement Date is 1 October 2005.
Existing Citruslot:	each separate and identifiable area of the Existing Orchard which in aggregate comprises approximately 0.15 hectares consisting of 14 young Citrus Trees, 16 intermediate Citrus Trees and 37 mature Citrus Trees (each individually numbered and separately identifiable) and the area of land immediately surrounding the Citrus Trees;
Existing Orchard:	all of the Existing Citruslots established on the Solora Estate, comprising approximately 309 hectares;
Financial Institution:	has the same meaning as that given to the definition "transferring financial institution" in Schedule 4 of the Corporations Act, excluding paragraphs (e), (f) and (g) of that definition;
Financial Year:	a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this Deed and ending on 30 June 2005 and the period ending on the termination of this Deed and commencing on the preceding 1 July;
First Joint Venturer:	the first Joint Venturer as described in the Application;
Government Agency:	a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;
Grower Agreements:	the Licence Agreements and the Citruslot Management Agreements;
GST:	a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;
GST Law:	has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (as amended);
GST Rate:	the rate of GST under the GST Law;
Indexed:	the amount adjusted on the date on which a relevant payment is

	due or the date upon which the relevant calculation is made, as the case requires (the Adjustment Date) in accordance with the following formula: $A_t = A_0 \times \text{CPI}_t / \text{CPI}_0$ where: A_t = the amount on the Adjustment Date; A₀ = the amount being adjusted; CPI_t = the highest CPI for a full calendar quarter published between the date CPI₀ is published and the Adjustment Date, including CPI₀; CPI₀ = the CPI for a full calendar quarter most recently published before the date from which the adjustment is being made (the Base Date), provided that if no Base Date is specified, "CPI₀" will be the CPI published for the full calendar quarter that ended 12 months before the full calendar quarter in respect of which the CPI has most recently been published before the Adjustment Date;
Innocent Joint Venturer:	a Joint Venturer who is not a Defaulting Joint Venturer at the relevant time;
Joint Venture:	the joint venture between the Joint Venturers constituted by clause 29 in respect of the Joint Venture Operations, and which comprise a particular Participant Grower under this Deed, the Grower Agreements and any Project Documents;
Joint Venturers:	the First and Second Joint Venturers;
Joint Venture Assets:	(a) all of the right title and interest of the Joint Venture in and to the Joint Venture Citruslots and any other assets which the Joint Venture may acquire from time to time, and all agreements entered into, in respect of the Joint Venture; (b) all Citrus and Product produced from the Joint Venture; and (c) the Joint Venture Proceeds;
Joint Venture Citruslots:	the Citruslots of the Joint Venture;
Joint Venture Operations:	the growing and cultivation of Citrus Trees on, and management of, the Citruslots for the production and processing of Citrus for commercial gain that are attributable to a Participant Grower that is a Joint Venture;
Joint Venture Proceeds:	the entitlement to the Proceeds of a Participant Grower that is a Joint Venture;
Kangara Undeveloped Land:	those parts of the undeveloped land located on the Kangara estate near Renmark, South Australia, more particularly described in Allotment 9/FP 106444 on Certificate of Title 5171/43 on which the New Orchard will be established on or about 31 December 2005;
Land:	the land on which the Project will be conducted, as described in the PDS and includes the Solara Estate and the Kangara Undeveloped

	Land and such other land that is used in the Project;
Land Owner:	(a) in respect of the Existing Orchard, OIM #2 and its permitted assigns and successors. (b) in respect of the New Orchard, OIML and its permitted assigns and successors;
Law:	includes those principles of law or equity established or recognised by decisions of courts and Commonwealth, State, Territory or local government legislation, including statutes, regulations, by-laws, ordinances, orders, proclamations and other subordinate legislation;
Licence Agreements:	the agreements of that name between Timbercorp Securities, in its personal capacity, and each Participant Grower, substantially in the forms contained in the Third Schedule, or in such other form as the Responsible Entity with the consent of Timbercorp Securities, substitutes prior to the issue of the PDS, or if the Project has commenced, as amended from time to time (until varied, replaced or cancelled);
Licence Fees:	the licence fees payable by a Participant Grower under the Licence Agreements;
Management Fees:	the fees payable by a Participant Grower under a Citruslot Management Agreement;
Management Plan:	the management plan for the Financial Year prepared by, or on behalf of, Timbercorp Securities, in accordance with the Citruslot Management Agreement;
Minimum Subscription:	the minimum number of Citruslots stated in the PDS, if any, that, in the opinion of the directors of the Responsible Entity, must be applied for to make the Project commercially viable;
month:	a calendar month;
New Citruslot	each separate identifiable area of the New Orchard comprising approximately 0.1 hectares to be established by the Land Owner on the Kangara Undeveloped Land on or about 31 December 2005;
New Orchard:	all of the New Citruslots to be established on the Kangara Undeveloped Land, comprising approximately 200 hectares;
OIM #2:	means OIM #2 Pty Ltd (ACN 112 691 997) as trustee for the Timbercorp Orchard Trust #2, of Level 6, 505 St Kilda Road, Melbourne, Victoria;
OIML:	means Orchard Investments Management Limited (ACN 105 684 231) as responsible entity for the Timbercorp Orchard Trust (ARSN 106 557 297), of Level 6, 505 St Kilda Road, Melbourne, Victoria;
Orchard:	all of the Existing Orchard and the New Orchard;
Ordinary Resolution:	a resolution passed at a meeting of Participant Growers concerned, duly convened and held in accordance with the provisions of clause 22 of this Deed, by a majority of the persons voting at that meeting upon a show of hands and if a poll is demanded then by a majority of the votes given on such a poll. Any resolution which may be put pursuant to this Deed is an Ordinary Resolution unless otherwise

	provided;
Participant Grower:	each several person (or in the case of joint applicants or Joint Venturers or successors or permitted assigns, each of those persons) who becomes a party to this Deed (as a participant Grower in the Project) as a result of either: (a) the allotment of Citruslots pursuant to an Application in the PDS; or (b) a transmission, transfer, assignment or other disposal pursuant to clause 20 of this Deed, and who remains registered under this Deed as the holder for the time being of any Citruslots. The expression "all Participant Growers" means all persons who have so become a party to this Deed as a Participant Grower and remain the registered holder for the time being of relevant Citruslots. Where relevant: (a) the expression "Early Grower" means a person whose application was accepted on or before 15 June 2005; and (b) the expression "Post 30 June Grower" means a person whose application was accepted on or after 1 July 2005 until 30 September 2005;
Participating Interest:	has the same meaning as in the Citruslot Management Agreement;
party:	any of the Participant Grower, the Participant Growers, the Responsible Entity or any one or more of them as the context requires;
PDS:	the product disclosure statement (as defined in section 761 of the Corporations Act) in relation to the Project;
person:	includes company, firm or body of persons;
Prescribed Proportion:	the proportionate interest of the First and Second Joint Venturers respectively in the Joint Venture Assets as set out in clause 29.4;
Proceeds:	(a) interest received on moneys in the Agency Account; (b) any moneys payable to the Participant Growers under any policy of insurance in relation to the Participant Growers' Citruslots, the Citrus Trees, the Product or the Project, subject to clause 13.9; (c) proceeds payable to Participant Growers under the Citruslot Management Agreement from the sale of the Product in accordance with this Deed; and (d) any other moneys payable to a Participant Grower from, or in relation to the Project;
process:	sort, grade, package and store and " processing " has a similar meaning;
Product:	Citrus produced in a saleable condition from the relevant Participant Grower's Citruslots or the Orchard, whichever is applicable;

Production Period:	the period of time from the commencement of harvesting of the Participant Grower's Citruslots until the day all of the produce from that harvest of all Participant Growers' Citruslots is processed and sold;
Project:	the project of managing, cultivating and harvesting Citrus Trees and the processing and sale of Citrus, known as the 2005 Timbercorp Citrus Project and being the entire undertaking, scheme, enterprise or arrangement to which the Participant Growers and the Participant Growers' corresponding Citruslots relate, being Citruslots that will be first offered in the financial year ending 30 June 2005;
Project Documents:	the agreements entered into by the Responsible Entity under clauses 13.3 and 13.4;
Project Property:	the funds for the time being in the Agency Account, all Authorised Investments, assets and any other property acquired throughout the term of the Project using the money or property contributed by Participant Growers, including the Proceeds, but excluding any assets or other property vested directly in the Participant Growers in accordance with this Deed, such as the Citrus, the Product, interests in the Grower Agreements or assets or property belonging to the Land Owner or the Responsible Entity in its own right;
Register:	the register of Participant Growers set up and established by the Responsible Entity under clause 10.3 of this Deed;
relevant Citruslots:	the Citruslots which are allotted to a particular Participant Grower under the PDS, allocated to a Participant Grower under paragraph 8.7(b) in substitution for other Citruslots or transmitted, transferred, assigned or otherwise disposed of from a predecessor in title, which predecessor in title or some earlier predecessor in title was allotted the Citruslots under the PDS and, where applicable, includes any rights, interests, powers, privileges, obligations and liabilities held by the Participant Grower under this Deed and under each of the Grower Agreements including without limitation: (a) any Application Money held on behalf of the Participant Grower; (b) any Proceeds to which the Participant Grower is entitled or which are held on behalf of the Participant Grower in the Agency Account; and (c) any other rights, powers, authorities to which the Participant Grower is entitled under this Deed or otherwise;
Required Water Licences:	the water licences that are, or will be, licensed to Timbercorp Securities and that are attributed to the Project as required from time to time under each Licence Agreement;
Responsible Entity:	the responsible entity for the time being under this Deed whether original or substituted;
Second Joint Venturer:	the second Joint Venturer being a person other than a natural person as described in the Application;
Solara Estate:	those parts of the land located at Bookpurnong near Renmark, South Australia, more particularly described in Certificate of Title Register Book Volume 5278 Folio 11, Volume 5278 Folio 12, Volume

	5471 Folio 442, and Volume 5519 Folio 293 on which the Existing Orchard was established;
Special Resolution:	has the meaning given to it in section 9 of the Corporations Act;
Sub-lease:	the deeds (as amended) made or to be entered into between Timbercorp Securities (in its personal capacity, as sub-lessee) and Timbercorp, as the sub-lessor, whereby Timbercorp Securities has been, or will be granted a sub-lease of the Orchard;
Timbercorp:	Timbercorp Limited (ACN 055 185 067); and
Timbercorp Securities:	Timbercorp Securities Limited (ACN 092 311 469).

1.2 Construction

(a) Singular and plural

Words importing the singular number include the plural and vice versa.

(b) Gender

Words importing a gender include any gender.

(c) Headings

Headings are for ease of reference only and do not affect the construction of this Deed.

(d) Definitions

Where a word or phrase is given a defined meaning in this Deed, any other part of speech or other grammatical form in respect of such word or phrase unless the context otherwise requires has a corresponding meaning.

(e) References to statute

A reference to a statute, ordinance, code or other law includes all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof.

(f) Conversion of foreign currency to Australian currency

Whenever it is necessary for the calculation of any cost, value, price or any other amount under this Deed to convert a foreign currency into Australian currency, the Australian currency equivalent of the foreign currency will be determined at the spot telegraphic transfer buying rate of that foreign currency quoted by the Financial Institution or Bank that the Responsible Entity may at any time and from time to time nominate on the date of the calculation or, where the nominated Financial Institution or Bank is closed for business, on the date of calculation on the next day on which the nominated Financial Institution was open for business, or by such other method as the Responsible Entity considers prudent.

(g) Deed includes Schedules

A reference to this Deed includes a reference to an applicable Schedule.

(h) Currency

A reference to 'dollars' or '\$' is a reference to the lawful currency of Australia.

(i) ASIC Instruments

If relief from the provisions of the Corporations Act granted by an ASIC instrument requires that this Deed contain certain provisions, then those provisions are taken to be incorporated into this Deed at all times at which they are required to be included and prevail over any other provisions of this Deed to the extent of any inconsistency. However, if the relief is granted by class order (rather than specifically in relation to the Project) then the ASIC instrument (and the provisions it requires) will only be taken to be incorporated if the Responsible Entity declares in writing that this is the case.

(j) Deed Binds Responsible Entity and Participant Growers

This Deed as amended from time to time binds the Responsible Entity and each Participant Grower.

(k) Participant Grower and Deed

(i) The term "**Participant Grower**" in this Deed is a reference to the particular Participant Grower in respect of the Citruslots that have been or will be licenced to it under the Licence Agreements.

(ii) The term "**Participant Growers**" in this Deed is a reference to all Participant Growers that hold Citruslots in the Project and according to the context, the term "Participant Growers" may also include the Participant Grower.

(iii) This Deed is entered into in respect of the Participant Grower's Citruslots referred to in the Licence Agreements and must be read as if it were a separate Deed on the terms and conditions of this Deed in respect of the relevant Citruslots held by the Participant Grower.

(l) Joint Venturers and Deed

Each set of Joint Venturers comprise a particular Participant Grower under this Deed, the Grower Agreements and any Project Documents.

2. PRODUCT DISCLOSURE STATEMENT

The Responsible Entity will issue the PDS inviting or offering for subscription Citruslots in the Project at the application prices set out in the First Schedule for each Citruslot and on the terms and conditions set out in the PDS.

3. APPOINTMENT OF RESPONSIBLE ENTITY

Each Participant Grower irrevocably appoints the Responsible Entity as its agent, representative and attorney in relation to the Project with the powers, rights, duties and indemnities set out in this Deed and the Responsible Entity accepts such appointment.

4. BARE TRUST

4.1 Bare Trust

Until the Minimum Subscription (if any) is reached under the PDS, the Responsible Entity must hold all Application Money as a bare trustee for the Applicant.

4.2 Special Trust Account

Any amounts paid by any Applicant in accordance with clauses 6.4 and 6.5 must be accounted for by the Responsible Entity in a special trust account and such amounts must be placed in one or more bank accounts kept solely for the purpose of depositing Application Money in relation to the Project.

4.3 Pooling of Amounts

Any amounts paid by any Applicant may be pooled with any amounts paid by any other Applicant.

4.4 Interest

Subject to clauses 7.3 and 8.2, interest (if any) earned from Application Moneys of any special trust account provided for in clause 4.2 will, upon the Applicant becoming a Participant Grower, be retained by the Responsible Entity as fees (such fees being in addition to any other fees it is entitled to under this Deed).

5. PROJECT PROPERTY

5.1 Responsible Entity to hold property for the Participant Growers

- (a) Subject to clause 5.2, all Project Property must be held by the Responsible Entity for the Participant Growers for the term of the Project.
- (b) The interest of a Participant Grower in the Project Property is in the proportion that its Participating Interest bears to the aggregate Participating Interests of all Participant Growers in the Project.

5.2 Dealing with and holding property

The Responsible Entity may appoint an agent to hold Project Property separately from any other property. The terms of the appointment will be determined by the Responsible Entity and the agent. However the terms must be consistent with the provisions of this Deed.

5.3 Giving directions to an agent

If the Responsible Entity has engaged an agent to hold Project Property then the Responsible Entity must direct the agent to invest and deal with Project Property in accordance with this Deed.

6. APPLICATION PROCEDURE

6.1 Minimum Application

- (a) Applicants who are natural persons must apply for a minimum of 6 Citruslots or such greater number stipulated in the PDS.
- (b) Where Applicants apply as a Joint Venture where the First Joint Venturer is a natural person, the Joint Venture must apply for a minimum of 12 Citruslots or such greater number stipulated in the PDS.
- (c) All other applicants must apply for a minimum of two Citruslots.

6.2 Receipt of Application

The Responsible Entity may itself or by its duly authorised representatives receive Applications under the PDS.

6.3 How to Apply

Every Applicant must deliver to the Responsible Entity or to the duly authorised lawful agents of the Responsible Entity at the place set out in the PDS or any other place or places as the Responsible Entity may from time to time determine the following:

- (a) an Application for Citruslots, incorporating an offer to become a Participant Grower under this Deed, being in the form attached to the PDS, and signed or executed by the Applicant;
- (b) a Power of Attorney, being in the form attached to the PDS, signed or executed by the Applicant, appointing the Responsible Entity to be the Applicant's attorney and, on the Applicant's behalf, to execute the Grower Agreements and any other documents which are ancillary or related to the Grower Agreements, or contemplated by the provisions of the Grower Agreements; and
- (c) as required by the PDS but subject to clauses 6.5, a cheque for the Application Money for each Citruslot being the amount set out in the First Schedule.

6.4 Payment in Full or by Instalments

- (a) Subject to clauses 6.5 and 7.1 and subject to the Responsible Entity electing to make available to Applicants a facility to pay the Application Moneys by instalments, at the option of any Applicant, the Application Money for each Citruslot may be payable in full at the time of application or may be payable by instalments. If the Applicant elects to pay the Application Money by instalments, the Applicant must pay at the time of delivering of the Application the amount shown in the application as the "DEPOSIT", and the balance of the Application Money must be paid by the Applicant (or Participant Grower, if that Applicant has become a Participant Grower in accordance with the provisions of this Deed), to the Responsible Entity by the date specified in the Application (if any) and if no such date is specified, by such date as the Responsible Entity may, in its absolute discretion, determine, provided that in its absolute discretion, the Responsible Entity may extend that date to such later day as the Responsible Entity determines.
- (b) If an Applicant, or Participant Grower, whichever is the case, fails to pay the amount shown in the Application against the words "BALANCE" (or any part of it) by the day specified in the Application, or by any other date determined by the Responsible Entity, for payment of it, the Responsible Entity is authorised to exercise all or any of the remedies below (in addition to and without prejudice to any rights at law or in equity or pursuant to this Deed). The Responsible Entity is entitled to recover from the Applicant (or Participant Grower, whichever is the case) the balance together with interest on the balance outstanding at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria) as at the date specified in the Application for payment, from the day so specified in the Application until payment; and either:
 - (i) the Responsible Entity may sue the Applicant (or Participant Grower, whichever is the case) for specific performance of its agreement; or
 - (ii) the Responsible Entity may terminate all the right, title and interest of the Applicant (or Participant Grower, whichever is the case) pursuant to the provisions of this Deed and any Grower Agreement and the

Applicant (or Participant Grower, whichever is the case) must forfeit the deposit money paid, provided the Responsible Entity has first given the Applicant (or Participant Grower, whichever is the case) a notice in writing informing the Applicant (or Participant Grower, whichever is the case) of the default and giving the Applicant (or Participant Grower, whichever is the case) a period of 10 days from the date of posting of the notice to remedy the breach.

- (c) If the Responsible Entity exercises its right under paragraph 6.4(b)(ii), then within 14 days of exercising that right, the Responsible Entity must make an appropriate notation in the Register.

6.5 Condition as to Finance

If an amount is shown in an Application against the words "Amount subject to finance" (if those words appear in the Application), the Application will only be accepted by the Responsible Entity on condition that a person (which person may include the Responsible Entity) has agreed to lend that amount to the Applicant. The Responsible Entity does not warrant, undertake, covenant or agree that such finance will be provided or procured.

7. REFUSAL OF APPLICATIONS

7.1 Refusal of Application

The Responsible Entity may in its absolute discretion, give notice in writing to any Applicant to the effect that its Application has been refused.

7.2 Notice of Refusal

The notice provided for in clause 7.1 may specify that the Application has been refused:

- (a) wholly in relation to the Application; or
- (b) partly, that is, with respect to a proportion of the Application Money contributed with the Application;

without giving any reasons for the refusal.

7.3 Repayment to Applicant

Upon the Responsible Entity having given notice to an Applicant that its Application has been refused, the Applicant will be entitled to be repaid the amount paid by the Applicant with respect to the Application so refused with interest (if any) earned in relation to that amount (each Applicant so refused receiving its share of the aggregate interest earned in relation to all relevant Applicants in the proportion that the money of the Applicant bears to the money held on behalf of all relevant Applicants calculated from day to day) and without any deduction except for bank fees and government charges.

7.4 Applicant ceases to be an Applicant

If any Application is wholly refused then upon repayment of any money payable to the Applicant under clause 7.3, the Applicant will also cease to be an Applicant under this Deed and have no rights or obligations in relation to this Deed in any respect.

8. ACCEPTANCE OF APPLICATIONS

8.1 Applicant to Become Participant Grower on Acceptance

Upon an Application being accepted by the Responsible Entity in whole or part, and the Minimum Subscription, if any, being reached or waived by the Responsible Entity, the Applicant will become a Participant Grower.

8.2 Minimum Subscription Not Reached

If Minimum Subscription, if any, is not reached within the time specified in the PDS or waived by the Responsible Entity, the Responsible Entity must within 7 days of the end of such period repay to each Applicant so much of the Application Money as has been paid by those Applicants with any interest earned in relation to that Application Money (each Applicant receiving its share of the aggregate interest earned in relation to all Applicants in the proportion that the money of the Applicant bears to the money held on behalf of all Applicants calculated from day to day) and without any deduction except for bank fees and government charges.

8.3 No Communication Necessary

Subject to clause 10.1, in no case will it be necessary to communicate the acceptance of an Application under this Deed to any Applicant who becomes a Participant Grower and becomes bound to this Deed on the acceptance by the Responsible Entity of the Application.

8.4 Deemed Acceptance

An Application received pursuant to the PDS, and not refused under clause 7.1, will be deemed to have been accepted immediately upon receipt, subject to the Application Money in respect of that Application being paid and the Minimum Subscription, if any, being reached or waived by the Responsible Entity.

8.5 Joint Applicants

In the absence of any express instructions to the contrary in or accompanying any Application or in any of the Grower Agreements, any persons who jointly constitute the Participant Grower hold their Citruslots and enter into the Grower Agreements jointly and severally and as tenants in common.

8.6 Applicant Deemed to Enter this Deed

Upon an Application being accepted by the Responsible Entity in whole or in part, the Applicant is deemed to have contemporaneously become a party to this Deed as a Participant Grower and thereby bound to the covenants and obligations on the part of each individual Participant Grower provided for in this Deed.

8.7 Allocation and Allotment of Citruslots and Entry into Grower Agreements

- (a) At the time or times specified in the PDS, the Responsible Entity, following the acceptance of a Application:
 - (i) must immediately allocate and allot a Citruslot or Citruslots to the Participant Grower from the Land (of such location or locations within the Land as the Responsible Entity in its absolute discretion thinks fit) and the Responsible Entity must within 21 days thereafter register the name, number or other description of the Citruslot or Citruslots in the

appropriate place in the Register in relation to the entry of that Participant Grower; and

- (ii) will, as attorney for and on behalf of the Participant Grower, enter into the Grower Agreements in relation to the Citruslots allocated to the Participant Grower, and any other documents which are ancillary or related to the Grower Agreements, or contemplated by the provisions of the Grower Agreements.
- (b) The Responsible Entity may at any time after the Grower Agreements described in paragraph 8.7(a)(ii) are entered into, allocate a Citruslot or Citruslots to a Participant Grower, wherever situated on the Land as the Responsible Entity in its absolute discretion thinks fit, in substitution for a Citruslot or Citruslots allocated to a Participant Grower. The allocation of a Citruslot or Citruslots in substitution for another Citruslot or Citruslots under this paragraph 8.7(b) does not affect, or detract from, any rights, interests, powers, privileges, obligations and liabilities held by the Participant Grower under this Deed and under each of the Grower Agreements, other than that the Participant Grower will cultivate and harvest Citrus on the replacement Citruslot or Citruslots on and from the date of substitution.
- (c) The Responsible Entity may, and is authorised by the Participant Grower to, enter into, each as attorney for and on behalf of the Participant Grower, such documents, and the Responsible Entity may do such other things, as the Responsible Entity in its absolute discretion considers necessary or desirable in order to give effect to this clause 8.7, including but not limited to making amendments to any Grower Agreement or Project Document, or any lease or licence in respect of all or any part of the Land.

9. RESPONSIBLE ENTITY TO ARRANGE ENTRY INTO LICENCE AGREEMENTS AND CITRUSLOT MANAGEMENT AGREEMENT

9.1 Preparation of Licence Agreements and Citruslot Management Agreement

Following acceptance of an Application, the Responsible Entity will prepare the Licence Agreements and Citruslot Management Agreement. The Licence Agreements and Citruslot Management Agreement:

- (a) must be completed in accordance with the details specified in the Application; and
- (b) will commence from such date as is determined by the Responsible Entity.

9.2 Responsible Entity to be reasonably satisfied

Before the release of moneys referred to in clause 9.3, the Responsible Entity must be reasonably satisfied that:

- (a) the Licence Agreements and the Citruslot Management Agreement are in the form required by this Deed and have been duly entered into by all parties;
- (b) Timbercorp Securities has the capacity to grant the licence under the Licence Agreements;
- (c) all necessary condition precedents to the grant of the licence under the Licence Agreements and entry into the Licence Agreements and the Citruslot

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- Management Agreement have been satisfied;
- (d) all necessary consents to the grant of the licence under the Licence Agreements and entry into the Licence Agreements and the Citruslot Management Agreement have been obtained or will be obtained;
 - (e) the Land the subject of the Licence Agreements is not subject to any encumbrance or restriction which detrimentally affects the interests of the Applicant;
 - (f) any other matter which is necessary for the creation of the licence under the Licence Agreements and the effective vesting in the Participant Grower of its Licence Agreements and Citruslot Management Agreement, whether by reason of this Deed or otherwise, has been attended to; and
 - (g) there are no outstanding material breaches of any of the provisions of this Deed which are detrimental to the interests of the Participant Growers whose Application Money are to be allocated pursuant to clause 9.3.

9.3 Release of Application Money

(a) **Release of Application Money**

In relation to each Application that is unconditional as to finance, or is subject to finance and for which finance is approved, the Responsible Entity must within 2 Business Days of the Responsible Entity being satisfied of the matters specified in clause 9.2, release the Application Money and apply it in payment of the fees payable under the Licence Agreements and Citruslot Management Agreement provided that where a deposit has been paid as provided for in clause 6.4, the balance of the Application Money must be paid to the Responsible Entity in accordance with the requirements of clause 6.4.

(b) **Refund of Application Moneys**

Where the Responsible Entity does not issue a Citruslot to an Applicant within the time required by the Corporations Act, the Responsible Entity must refund to the Applicant the relevant Application Money paid with any interest earned in relation to that Application Money, the amount of such interest to be calculated in accordance with clause 7.3.

(c) **Extinguishment of the Licence Agreements and Citruslot Management Agreement**

Upon the refund of the moneys referred to in paragraph 9.3(b), the Participant Grower's Licence Agreements and Citruslot Management Agreement will be extinguished and the Responsible Entity will make an entry in the Register noting the extinguishment.

(d) **Transfer Interest to Responsible Entity**

In accordance with clause 4.4, the Responsible Entity may transfer to itself the interest component (if any) from the Application Money at any time, but not before the first transfer of Application Money is made pursuant to paragraph 9.3(a).

9.4 Compliance with AFSL Requirements

In the course of and in accordance with its duties as responsible entity and in order to:

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- (a) comply with its AFSL; and
 - (b) protect the interests of Participant Growers in the Project,
- the Responsible Entity must lodge the Sub-lease for registration in its name beneficially under the land titles law of the State or Territory in which the Citruslots are situated.
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10. CITRUSLOT STATEMENTS AND REGISTER

10.1 Issue of Citruslot Statements

Within 2 months after the allotment of Citruslots to a Participant Grower, the allocation of Citruslots to a Participant Grower under paragraph 8.7(b) in substitution for other Citruslots or when accounting to a Participant Grower after any change in the holding of the Participant Grower in the Register, the Responsible Entity must issue to the Participant Grower an Citruslot Statement which must be substantially in the form set out in the Fourth Schedule or such other form as the Responsible Entity determines.

10.2 Citruslot Statements

- (a) Each Citruslot Statement must specify such information regarding the Citruslots held by the Participant Grower as set out in the Fourth Schedule.
- (b) The Citruslot Statements may be prepared and printed as the Responsible Entity may from time to time determine and may be issued by computer or other mechanical means and must be signed on behalf of the Responsible Entity.
- (c) A Citruslot Statement is not a certificate of title to any Citruslot, but is merely a statement from the Responsible Entity as to the state of affairs of the Register (or part of it) as it affects the Participant Grower at a particular time.

10.3 Register of Participant Growers

The Responsible Entity must set up and maintain a Register of Participant Growers in accordance with Chapter 2C of the Corporations Act.

10.4 Chargee

Any person may be registered as the Chargee of any relevant Citruslots if that person is named as such in the Application in relation to those Citruslots, or a direction to that effect is received from the person registered as the Participant Grower (in the form set out in Item 1 of the Fifth Schedule as varied from time to time by the Responsible Entity), or the Responsible Entity is otherwise satisfied that the relevant Citruslots are subject to a mortgage or charge, provided that in no circumstances will the Responsible Entity be taken to have notice of (or be bound to enquire into) the terms of any mortgage or charge of the relevant Citruslots.

10.5 References to Chargees in Register

Upon the written request of a Chargee in the form set out in Item 2 of the Fifth Schedule as varied from time to time by the Responsible Entity, the Responsible Entity must strike from the Register all reference to the Chargee in relation to the Citruslots referred to in the request.

11. RESPONSIBLE ENTITY'S POWERS

Each Participant Grower agrees that the Responsible Entity has irrevocable power as the agent, representative and attorney of the Participant Grower and whether in the name of the Participant Grower or the Responsible Entity or both:

- (a) subject to the requirements of ASIC and of the Corporations Act, to receive and hold the Application Money;
- (b) to invest any money held in a special trust account in any Authorised Investment;
- (c) to invest moneys standing in the Agency Account in any Authorised Investment in accordance with clause 16;
- (d) to use the Application Money of the Participant Grower in discharging the Participant Grower's obligations under the Grower Agreements or under this Deed;
- (e) to prepare reports and accounts in relation to the Citruslot Operations and in relation to the processing of Citrus and the sale of Product;
- (f) to monitor the performance of all parties to the Project Documents;
- (g) to appoint agents to enter into the Project Documents on behalf of a Participant Grower and to exercise all rights and powers of the Participant Grower under any Project Documents;
- (h) generally to enter, make or engage in transactions, undertakings, activities and arrangements of every kind and nature which a natural person of full age and capacity could enter, make or engage in and which constitute or are part of or relate to or are incidental to the Citruslot Operations on behalf of the Participant Grower;
- (i) to appoint auditors to audit and/or monitor the accounting records and other records of the Responsible Entity and any party to a Project Document in relation to the Citrus and Product from the Project;
- (j) subject to there being adequate moneys in respect of any costs or expenses (or indemnities satisfactory to the Responsible Entity instead of them), to make claims and bring legal or arbitration proceedings against any person who is a party to any Grower Agreement or Project Document, to take legal or other arbitral or alternative dispute resolution proceedings on behalf of the Participant Grower or Participant Growers and to defend or compromise any claim or legal or arbitral proceedings arising out of the interest of the Participant Grower and relating to any Grower Agreement;
- (k) to execute any deed, agreement, certificate or other document and to do all such things as are necessary or desirable to further the powers granted to the Responsible Entity in this clause 11, including for the purposes of protecting, insofar as is legally possible, the Participant Grower's tenure to its Citruslots; and
- (l) to lease the Land from the owner or sublessor of the Land, and licence it to, the Participant Grower.

12. AGENCY ACCOUNT

12.1 Agency Account

The Responsible Entity must keep or cause to be kept a separate Agency Account or

Agency Accounts for the purpose of depositing the Proceeds and any other money that the Responsible Entity may hold for the Participant Grower, other than Application Money and interest on Application Money.

12.2 Use of Moneys in Agency Account

Subject to clause 16.3, the Responsible Entity must hold the moneys standing to the credit of the Participant Grower in the Agency Account for the Participant Grower to be dealt with in accordance with the provisions of this Deed.

12.3 Bank Account May be Interest Earning

The bank account or accounts in which the Responsible Entity deposits moneys standing in any Agency Account may be interest earning. Any interest so earned will be treated as Proceeds.

12.4 Pooling of Moneys

Moneys held by the Responsible Entity for any of the Participant Growers may be pooled in any one or more bank accounts with moneys held on behalf of any other Participant Growers.

13. PROCESSING AND SALE OF PRODUCT

13.1 Citrus and Product of the Project

- (a) On and from the Entitlement Date:
 - (i) subject to clause 13.2, each Participant Grower is entitled to a several share of the whole of the Citrus in each Financial Year in proportion to the Participant Grower's Participating Interest;
 - (ii) each Participant Grower severally authorises and requests the Responsible Entity to procure Timbercorp Securities to harvest the Citrus and store its Participating Interest in the Citrus;
- (b) each Participant Grower participates in the Project with the intention of having its Participating Interest in the Citrus in each year then processed in accordance with the Citruslot Management Agreement.

13.2 Citrus and Product of Defaulting Grower

Subject to clauses 18.4(e) and 18.5, a Participant Grower is not entitled to receive its Participating Interest in the Citrus and Product and the Proceeds from the sale of the Citrus and Product, in each Financial Year where the Participant Grower is a Defaulting Grower, in which case that Participant Grower's Participating Interest in the Citrus and Product and the Proceeds from the sale of the Citrus and Product, will be used to satisfy the Participant Grower's obligations in the manner set out in clause 13.7.

13.3 Processing of Citrus

Each Participant Grower severally authorises and requests the Responsible Entity to procure Timbercorp Securities to:

- (a) process its Participating Interest in the Citrus;
- (b) enter into any processing agreement as agent and attorney for the Participant Grower and/or the Responsible Entity on behalf of the Participant Grower; and

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- (c) store its Participating Interest in the Product, in accordance with the Citruslot Management Agreement.

13.4 Sale of Product

Each Participant Grower severally authorises and requests the Responsible Entity to procure Timbercorp Securities to:

- (a) sell its Participating Interest in that part of the Citrus that is not processed as Product under the Citruslot Management Agreement;
- (b) sell its Participating Interest in the Product,

in accordance with the Citruslot Management Agreement, and on such terms and conditions as Timbercorp Securities in its absolute discretion determines, and for this purpose to enter into any agreement for the sale of the Participant Grower's Participating Interest in the Product and any Citrus as agent and attorney for the Participant Grower and/or the Responsible Entity on behalf of the Participant Grower.

13.5 Records

The Responsible Entity must keep full and complete records of the sale of the Participant Grower's Participating Interest in the Product and any Citrus and separately account to the Participant Grower for the sale of the Participant Grower's Participating Interest in the Product and unprocessed Citrus.

13.6 Payment into Agency Account

The Responsible Entity must pay into the Agency Account:

- (a) proceeds from the sale of Citrus attributable to the Participant Growers' Citruslots to which the Participant Grower is entitled;
- (b) proceeds from the sale of Product produced from the Citrus attributable to the Participant Growers' Citruslots to which the Participant Grower is entitled;
- (c) proceeds of any insurance policy to which the Participant Growers are entitled to benefit; and
- (d) any other amount properly related to the proceeds from the Participant Growers' Citruslots to which the Participant Growers are entitled.

13.7 Participant Grower's Entitlement

- (a) A Participant Grower is entitled to the money in the Agency Account which represents his Participating Interest in the gross income from the sale of the Product or Citrus for a particular Production Period less:
 - (i) any fees payable under the Participant Grower's Licence Agreements plus interest;
 - (ii) any fees payable under the Participant Grower's Citruslot Management Agreement plus interest; and
 - (iii) any other amounts payable by the Participant Grower under this Deed, the Participant Grower's Citruslot Management Agreement and the Participant Grower's Licence Agreements plus interest.
- (b) The Participant Grower authorises the Responsible Entity to make the deductions listed in paragraph 13.7(a) and pay the deducted amounts to the persons entitled to them. The Responsible Entity may make these payments within 14 days of receiving the money into the Agency Account in respect of the relevant Participant Grower.

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- (c) If, in any Financial Year in which there is a Production Period, there is insufficient money to make all the required payments, then the deductions or adjustments to be made under paragraph 13.7(a) must be made in the priority in which they are listed.
 - (d) The surplus available to each Participant Grower after all deductions are made by the Responsible Entity must be paid by the Responsible Entity to the relevant Participant Grower. The payment must be made within five months after 30 June each year in which there is a Production Period, provided that the Responsible Entity will not be under the obligation to make payments, directions and distributions of Proceeds in relation to the Project under this clause:
 - (i) unless and until the amount of Proceeds payable or distributable to the Grower is at least \$200 per Citruslot; and
 - (ii) unless Proceeds have been held in the Agency Account for no less than 30 days before the distribution is required to be made.
 - (e) If there are any accruals of amounts to be paid in any of the categories listed in the definitions of "Proceeds" then the accrual must be paid in the same order of preference as the items listed in paragraph 13.7(a).

13.8 Product Liability Insurance

The Responsible Entity must at all times keep current with a reputable insurance company a product liability policy in respect of all of the Product or Citrus of the Participant Grower which is sold by or on behalf of the Participant Grower. The policy must be in the names of the Responsible Entity and the Participant Grower.

13.9 Proceeds from Insurance

- (a) This clause 13.9 applies where insurance proceeds are paid in respect of some only of the Participant Growers' Citruslots.
- (b) Where there is an event which only affects some Participant Growers' Citruslots and insurance proceeds are paid in respect of that event, the proceeds are to be divided between those Participant Growers only and according to the proportion that the area of each Participant Growers' Citruslots affected bears to the total area of the Participant Growers' Citruslots affected.
- (c) In the event this clause 13.9 is operative, the Participant Growers who receive their proportion of the insurance proceeds are not to receive any part of the other Proceeds in respect of the Production Periods to which the claim relates and accordingly, the Participating Interest of each Participant Grower in the other Proceeds is to be recalculated with the area of the affected Citruslots excluded.

13.10 Interim distribution of entitlements

Despite anything contained in this Deed, the Responsible Entity may from time to time and at any time make such interim distributions to Participant Growers on account of their respective entitlements under this clause 13. The timing and the amount of the distributions is at the complete discretion of the Responsible Entity.

13.11 Deduction of Taxes

The Responsible Entity may, at its discretion, deduct or require to be deducted from any amounts payable to any Participant Grower, the amount of any tax or duty which is paid or payable by the Responsible Entity in respect of the Participant Grower.

13.12 Indemnity

The Responsible Entity is indemnified by each person who is or was at any time a Participant Grower in respect of any tax or duty referred to in clause 13.11.

13.13 Pooling

Each Participant Grower severally authorises Timbercorp Securities to:

- (a) gather in and store each Participant Grower's Participating Interest in the Citrus and Product that may be harvested and stored;
- (b) then procure the processing of each Participant Grower's Participating Interest in the Citrus; and
- (c) then sort, market and sell the Participant Grower's Participating Interest in any unprocessed Citrus and the Product,

with those of other Participant Growers without having regard to the quantity or quality of the particular Citrus or Product from the particular Citruslots.

14. REMUNERATION

14.1 Fees

The Responsible Entity will receive in respect of the Project by way of remuneration for carrying out its duties and obligations under this Deed, the Grower Agreements and the Project Documents and otherwise managing the Project, those fees provided for in this Deed, the Licence Agreements and the Citruslot Management Agreement. The rights of the Responsible Entity to receive the remuneration specified in this clause are available only in relation to the proper performance of the Responsible Entity's duties.

14.2 Further Fees

The Responsible Entity will be entitled to be paid any interest earned on Application Money (pursuant to clause 4.4) and to collect, receive, get in and retain all dividends, interest, rents and other income from the Authorised Investments from time to time comprised in or forming part of the Agency Account (pursuant to clause 16.3).

14.3 Payment of Expenses

Subject to, and without derogating from, the rights of Timbercorp Securities and the Participant Growers under the Citruslot Management Agreements, the Responsible Entity will be responsible for payment of all expenses relating to the operation and administration of the Project up to the harvest stage.

14.4 Retirement benefit

The Responsible Entity is entitled to agree with an incoming responsible entity to be remunerated by, or to receive a benefit from, the incoming responsible entity in relation to:

- (a) entering into an agreement to submit a proposal for its retirement to a meeting of Growers, and nominating to the Growers the incoming responsible entity as its replacement; or
- (b) its retirement as Responsible Entity,

and is not required to account to Participant Growers for such remuneration or benefit.

15. USE OF MONEYS IN THE AGENCY ACCOUNT

15.1 Authority to Make Payments

The Responsible Entity must as the agent for each of the Participant Growers pay moneys pursuant to any obligations on the part of the Participant Grower under this Deed, the Project Documents or under the provisions of the Grower Agreements.

15.2 Expenditure to be shared between Participant Growers

Expenditure will be shared between all of the Participant Growers such that each Participant Grower pays its share of the aggregate expenditure in the proportion that its Participating Interest bears to the aggregate Participating Interests of all Participant Growers in the Project.

16. INVESTMENT OF MONEYS BY RESPONSIBLE ENTITY

16.1 Power of Investment

The Responsible Entity may apply the whole or part of such moneys as are for the time being standing in any Agency Account in such Authorised Investments in the name of the Responsible Entity as the Responsible Entity sees fit.

16.2 Variation of Investments

Should the Responsible Entity at any time consider it desirable in the interests of a Participant Grower or the Participant Growers to sell or otherwise dispose of, exchange, vary, modify or otherwise change any investment made pursuant to clause 16.1, the Responsible Entity may at its absolute discretion do so.

16.3 Application of Income from the Authorised Investments

Any interest or other income earned from Authorised Investments in any Agency Account will be treated as Proceeds.

17. ANNUAL AND EXTRAORDINARY EXPENSES OF THE PROJECT

17.1 Contribution of Further Moneys

Each Participant Grower agrees to contribute further moneys on the dates, in the amounts and in the manner set out in this Deed, the Licence Agreements and the Citruslot Management Agreement by making payment to, or at the direction of, the parties entitled to such payments. Except to the extent that any payment comprises Application Money, at least 1 month prior to any payment being due under this clause, the relevant party must give written notice to each Participant Grower as to the amount due.

18. THE LICENCE AGREEMENTS AND CITRUSLOT MANAGEMENT AGREEMENT

18.1 Status of Grower Agreements

The Licence Agreements entered into between Timbercorp Securities and each of the Participant Growers and the Citruslot Management Agreement entered into between Timbercorp Securities and each of the Participant Growers must be read subject to the terms of this Deed.

18.2 Retention of Grower Agreements

- (a) The Responsible Entity will arrange for the Licence Agreements and Citruslot Management Agreements to be stamped (if required) and then retain each in safe custody until the end of the Project.
- (b) A Participant Grower may obtain a copy of its Licence Agreements and Citruslot Management Agreement by written request to the Responsible Entity.

18.3 Termination of Grower Agreements

- (a) If the Licence Agreements and Citruslot Management Agreements are terminated for whatever reason, then the parties (including the Participant Growers) acknowledge that the Responsible Entity has the rights specified in paragraph 18.3(b) in respect of all Citruslots (including those in respect of which Grower Agreements have been terminated). The Responsible Entity reserves these rights in order to permit Timbercorp Securities to properly carry out its duties under the Licence Agreements and Citruslot Management Agreements which have not been terminated. The Responsible Entity will not exercise its rights except for this purpose.
- (b) The Responsible Entity's rights are:
 - (i) rights of access to control pests, weeds, undergrowth or similar alien material;
 - (ii) rights to continue to fertilise and irrigate Citruslots;
 - (iii) rights to enter the Citruslots to inspect their condition and the condition of the plant life growing on the Citruslots; and
 - (iv) any other rights which the Responsible Entity must reasonably exercise to fulfil its obligations under this clause.
- (c) If, in exercising any of its rights, the Responsible Entity causes damage to any Participant Growers' Citruslot, then the Responsible Entity must make good that damage.
- (d) If any Participant Grower's actions cause damage to any Citruslot and the performance of the Project then the relevant Participant Grower must make good that damage. The Participant Grower's obligations in this respect are owed to the Responsible Entity.
- (e) This clause will survive the termination of the Licence Agreements and Citruslot Management Agreement with the Participant Grower.

18.4 Consequences of Default & Termination

(a) Participant Grower in breach or ceases participation

If a Participant Grower becomes a Defaulting Grower, then this clause 18.4 applies.

(b) Responsible Entity may sue

The Responsible Entity may sue the Defaulting Grower for any amount or amounts due under the Grower Agreements or this Deed.

(c) Responsible Entity may give notice

(i) The Responsible Entity may give notice to the Defaulting Grower that the Defaulting Grower is in default and that the Responsible Entity may exercise its right for and on behalf of the Defaulting Grower to assign to the Responsible Entity or any other person nominated by the Responsible Entity all of the relevant Citruslots held by the Defaulting Grower if payment of the amount or amounts due under the Grower Agreements or this Deed, or other default thereunder, is not rectified within 30 days of the notice being so given to the Defaulting Grower.

(ii) In the event that notice is given as provided in paragraph 18.4(c)(i) and the Defaulting Grower fails or neglects to remedy the default complained of, the Responsible Entity may, for and on behalf of the Defaulting Grower, assign some or all of the relevant Citruslots to the Responsible Entity or any other person nominated by the Responsible Entity in accordance with paragraph 18.4(d).

(iii) The Responsible Entity has no liability to the Defaulting Grower in respect of such assignment.

(d) Responsible Entity may assign

(i) If:

(A) the Responsible Entity has given a Defaulting Grower a notice as provided in paragraph 18.4(c)(i) and the Defaulting Grower has failed or neglected to remedy the default complained of, the Defaulting Grower must, if the Responsible Entity requires, assign to the Responsible Entity or any other person nominated by the Responsible Entity its interests in the relevant Citruslots; and

(B) a Defaulting Grower has ceased to participate in the Project in respect of a relevant Citruslot due to the termination of the Grower Agreements, the Responsible Entity must procure an assignment of the Citruslot to the Responsible Entity or any other person nominated by the Responsible Entity by the later of:

(1) 6 months after the Grower Agreements have been terminated; or

(2) 14 days after the independent valuer has determined the market value of the relevant Citruslots.

(ii) The consideration for the assignment of relevant Citruslots to the Responsible Entity or any other person nominated by the Responsible Entity in accordance with this paragraph 18.4(d) will be the market value of the relevant Citruslot determined by an independent valuer at the Defaulting Grower's cost. The Responsible Entity and the Defaulting Grower must jointly request the President of the Law Institute of Victoria Limited (or, if such body has ceased to exist, then such other institute or body which carries out similar functions) to nominate a person to value the Citruslots for the purposes of this paragraph 18.4(d).

(iii) The moneys received for the assignment of any relevant Citruslots

must be applied in the following order of priority:

- (A) in payment of the costs of the valuer;
 - (B) in payment of the reasonable costs and expenses incurred by the Responsible Entity in connection with the Defaulting Grower's default plus interest;
 - (C) in payment of any amounts owing by the Defaulting Grower under the Licence Agreements plus interest;
 - (D) in payment of any amounts owing by the Defaulting Grower under the Citruslot Management Agreement plus interest;
 - (E) in payment of any amounts owing by the Defaulting Grower under this Deed plus interest;
 - (F) any residue is to be treated as Proceeds for the benefit of the Defaulting Grower.
- (iv) If there is insufficient money remaining from the proceeds of the sale of the Defaulting Grower's Citruslots to pay all of the outstanding costs and liabilities set out in paragraph 18.4(d)(iii), then the Defaulting Grower must make good that difference. The difference constitutes a debt owing by the Defaulting Grower to the Responsible Entity.
 - (v) The Defaulting Grower appoints the Responsible Entity its attorney to enter into and execute for and on behalf of the Defaulting Grower such documents, and do such other things, as the Responsible Entity in its absolute discretion considers necessary or desirable in order to give effect to this paragraph 18.4(d).

(e) Responsible Entity may continue to manage Citruslot

After the Defaulting Grower has ceased to participate in the Project in respect of a relevant Citruslot due to the termination of any of the Grower Agreements in respect of the relevant Citruslot:

- (i) the Responsible Entity may continue to manage the Citruslot in accordance with this Deed and the Citruslot Management Agreement, in which case Timbercorp Securities will be entitled to all amounts that it would have received under the Grower Agreements had they not been terminated in respect of the relevant Citruslot;
- (ii) the Participating Interest in the gross income from the sale of the Product or Citrus for a particular Production Period or any other Proceeds attributable to the relevant Citruslot of the Defaulting Grower will be applied in the following order of priority:
 - (A) in payment of any amounts to Timbercorp Securities to which it is entitled under paragraph 18.4(d)(iii) plus interest;
 - (B) in payment of any amounts to Timbercorp Securities to which it is entitled under paragraph 18.4(e)(i) plus interest;
 - (C) any residue is to be treated as Proceeds for the benefit of the Responsible Entity.

(f) Interest

Interest under this clause 18.4 is to be calculated from the specified date for payment of the amount under the Deed or the Grower Agreements to the time of actual payment, at a rate equal to 600 basis points above the rate of interest from time to time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria) unless the relevant Grower Agreement or a clause of this Deed

specifies another interest rate.

(g) Costs in connection with default

A Participant Grower must pay the reasonable costs and expenses incurred by the Responsible Entity in connection with any default of the Participant Grower under the Grower Agreements or this Deed within 1 month of receiving written notice to pay such amounts.

(h) Excluding Citruslots

(i) After the Defaulting Grower has ceased to participate in the Project in respect of a relevant Citruslot due to the termination of any of the Grower Agreements in respect of the relevant Citruslot, the Responsible Entity may decide to exclude the relevant Citruslot from the Project, whether on a temporary or permanent basis.

(ii) While a Citruslot is excluded from the Project, the:

- (A) the excluded Citruslot;
- (B) the Citrus attributable to the excluded Citruslot;
- (C) the Product attributable to the excluded Citruslot;
- (D) the proceeds from the sale of the Citrus and Product attributable to the excluded Citruslot,

do not form part of the Project and are not to be taken into account in calculating a Participant Grower's Participating Interest in the Citrus, Product or Proceeds.

(i) Joint Venturers

(i) Subject to clause 29.5, the Responsible Entity agrees and acknowledges that a Joint Venturer is not liable for any amount or liability exceeding the Joint Venturer's respective Prescribed Proportion by reason of joint liability incurred or joint loss sustained in connection with any contract or arrangement entered into by the Joint Venturer.

(ii) Subject to paragraph 18.4(i)(iii)(A), a default on the part of one Joint Venturer will constitute a default of both Joint Venturers that comprise the Participating Grower in respect of the Joint Venture Citruslots.

(iii) Each Joint Venturer acknowledges and agrees with the Responsible Entity and the other Joint Venturer that:

- (A) if a Joint Venturer defaults in its obligations set out in clause 29 or otherwise under this Deed or the Grower Agreements, an Innocent Joint Venturer in respect of the Participating Grower's Citruslots may within 30 days of the Responsible Entity notifying the Joint Venturers of such default purchase the Defaulting Joint Venturer's interest in the Joint Venture at its market value, subject to:
 - (1) the market value of the relevant Citruslot being determined by an independent valuer at the Defaulting Grower's cost;
 - (2) the Responsible Entity and the Innocent Joint Venturer jointly requesting the President of the Law Institute of Victoria Limited (or, if such body has ceased to exist, then such other institute or body which carries out similar functions) to nominate a

person to value the Citruslot for the purposes of this paragraph 18.4(i)(iii)(A),

and the Defaulting Joint Venturer:

- (3) irrevocably directs the Innocent Joint Venturer to pay the moneys for any assignment of the Defaulting Joint Venturer's interest in the Joint Venture to the Responsible Entity, free of any deductions;
- (4) agrees that the Responsible Entity may apply the moneys received under this paragraph 18.4(i)(iii)(A) in accordance with paragraph 18.4(d)(iii);

(B) if the Innocent Joint Venturer has not purchased the Defaulting Joint Venturer's interest in the Joint Venture as provided in paragraph 18.4(i)(iii)(A) and served on the Responsible Entity a copy of the assignment document in the form of the Sixth Schedule within a further 14 days, the Responsible Entity may exercise all its rights and powers that it has under this Deed and the Grower Agreements in respect of the Joint Venture as a Defaulting Grower, although only one of the Joint Venturers may have defaulted in its obligations as set out in clause 29, including the power and right of the Responsible Entity to:

- (1) terminate the Grower Agreements in respect of the Joint Venture's relevant Citruslots; and
- (2) assign the Joint Venture's interest in its relevant Citruslots,

and the Innocent Joint Venturer:

- (3) will then be entitled to receive its Prescribed Proportion of the moneys received for any assignment of the Joint Venture's interest in its relevant Citruslots, before it is applied in accordance with paragraph 18.4(d)(iii);
- (4) will not be liable for any difference for which the Joint Venture is liable under paragraph 18.4(d)(iv), with the Defaulting Joint Venturer being liable to make good the whole difference as required under paragraph 18.4(d)(iv); and
- (5) will be entitled to receive its Prescribed Proportion of the Joint Venture Assets free of any amounts deducted by the Responsible Entity under clause 18.5, with all amounts being deducted from the Defaulting Joint Venturer's Prescribed Proportion of the Joint Venture Assets;

(C) if the Innocent Joint Venturer purchases the Defaulting Joint Venturer's interest in the Joint Venture as provided in paragraph 18.4(i)(iii)(A), the Innocent Joint Venturer for the purpose of this Deed and the Grower Agreements becomes the sole Participating Grower in respect of the Joint Venture Citruslots, but the Defaulting Joint Venturer will not be relieved of any of its liabilities and obligations under this Deed and the Grower Agreements.

(l) No Charge

Nothing in this clause 18.4 is intended to create a charge.

18.5 Payment by Responsible Entity

- (a) Despite clause 18.4, the Responsible Entity may from its own funds pay any person or itself on behalf of the Participant Grower such amount of fees, expenses, rent, costs or other amounts as may for the time being and at any time thereafter be due by the Participant Grower under the provisions of this Deed or under the provisions of any Grower Agreement.
- (b) In the event that any amount is so paid by the Responsible Entity on behalf of the Participant Grower, or in the event that any other expenses are reasonably and properly incurred (whether under paragraph 18.5(a) or otherwise) or are required to be incurred on behalf of the Participant Grower in relation to the Project by the Responsible Entity, then the Responsible Entity may:
 - (i) require the amount or expenses to be paid from moneys (if any) in the Agency Account; and/or
 - (ii) pay for such expenses itself.
- (c) Subject to clause 24.1, in the event that the Responsible Entity pays for any amounts or expenses on behalf of a Participant Grower or Participant Growers in relation to the Project itself (other than expenses which it has contracted to incur pursuant to this Deed and the Citruslot Management Agreement), the Responsible Entity will be entitled to be reimbursed by the relevant Participant Grower or Participant Growers from the Agency Account in the amount of such expenses plus the rate of interest for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria) from the time of such payment by the Responsible Entity until the date of reimbursement, and in cases where reimbursement is from each of the relevant Participant Growers, each of the Participant Growers must pay an amount equal to its Participating Interest of the aggregate amounts of expenses including interest.

19. PARTICIPANT GROWER'S CITRUSLOTS

19.1 Right to Inspect Documents and Express Opinions

Each Participant Grower has the right:

- (a) to inspect and copy any document or other information relevant to the activities of the Responsible Entity on its behalf (except information which is confidential because its disclosure could in the reasonable opinion of the Responsible Entity assist competitors or otherwise prejudice the interests of all Participant Growers), provided that on each occasion upon which the Participant Grower seeks to exercise its right under this paragraph the Participant Grower will sign a suitable undertaking to keep confidential the document or other information; and
- (b) to express opinions and to give recommendations relating to any matters the subject of the Grower Agreements or proposed Grower Agreements, and the Responsible Entity will give due consideration to any such opinions or recommendations received in writing.

19.2 Participant Grower's Right regarding the Agency Account

No Participant Grower has the right to require payment to the Participant Grower of that

part of any money comprising the Agency Account to which it is beneficially entitled or entitled at law subject always to the rights of the Participant Grower as expressly provided in this Deed.

19.3 Relationships Between each Participant Grower

Other than as joint venturers in a Joint Venture:

- (a) no Participant Grower will have any relationship with any other Participant Grower (except as specifically provided in this Deed);
- (b) the relationship between each Participant Grower and each other Participant Grower and between each Participant Grower and the Responsible Entity is not intended to be, will not be deemed to be, and will not be treated as, a partnership, limited partnership or a joint venture, or, limited company or association; nor will Participant Growers or any Participant Grower and the Responsible Entity for any purpose be or be deemed to be or be treated as in any way whatsoever liable or responsible under this Deed as partners or joint venturers;
- (c) nothing in this Deed is, or is intended to be, or will be deemed to be a contract between Participant Growers and each Participant Grower will take and enjoy all its Citruslots and will incur all its liabilities and obligations under this Deed severally and independently of each other Participant Grower, and none of the undertakings or conditions in this Deed on the part of any Participant Grower will operate for the benefit of or be enforceable by any other Participant Grower or Participant Growers and no Participant Grower has any right or claims against any other Participant Grower or against any other Participant Growers; and
- (d) no Participant Grower is, or is intended to be, or will be deemed to be the partner, agent, or legal representative of any other Participant Grower or of the Responsible Entity, whether for the purpose of this Deed or otherwise; nor will any Participant Grower have any authority or power to act for or to undertake any obligation or responsibility or incur any liability on behalf of any other Participant Grower; nor will the Responsible Entity (except where expressly provided) have any authority to act for or to undertake any obligation or responsibility or incur any liability on behalf of any Participant Grower.

19.4 Attorney

- (a) A Participant Grower may by written notice to the Responsible Entity appoint a person to act on its behalf under this Deed as a representative or agent (in this clause 19.4 called an "**Attorney**") in relation to the relevant Citruslots held by that Participant Grower with power in the name of the Participant Grower to subscribe for, purchase, sell, mortgage, redeem, convert, transfer, transmit or otherwise deal with the Citruslots, and to give directions, authorities, requests and to receive payment in relation to the relevant Citruslots for and on behalf of that Participant Grower.
- (b) The notice so appointing the Attorney must be in such form as the Responsible Entity may for the time being require or approve, must be signed or executed by the Participant Grower, and must be delivered to the Responsible Entity prior to any dealing or transaction in respect of which it is to be so used.
- (c) A Participant Grower may cancel any appointment of an Attorney by delivering a written notice to the Responsible Entity in such form as the Responsible Entity may for the time being require or approve, signed or executed by the Participant Grower. Such cancellation is not to be effective until the written notice is in fact received by the Responsible Entity and the Responsible Entity

will not be held liable in any way whatsoever with respect to any transactions which are entered into by the Attorney after the appointment of the Attorney has been cancelled but before the written cancellation has been received by the Responsible Entity.

- (d) The Responsible Entity may in its absolute discretion accept or refuse the appointment of an Attorney or refuse to accept or give effect to the exercise of any given authority of the Attorney, and the Responsible Entity will not be required to give any reason for such refusal.
- (e) Any direction or authority which the Responsible Entity reasonably believes to have been given by any partner or authorised officer of the Attorney is deemed to be a direction or authority validly given by the Attorney.
- (f) Despite anything contained in this clause 19.4, the Responsible Entity must send to the Participant Grower, within 2 months after any transaction or dealing is entered into by an Attorney on behalf of that Participant Grower, details of the transaction or dealing. A Citruslot Statement is sufficient evidence of details of a transaction or dealing in the case of an Application or a partial redemption or a conversion.

20. REGISTRATION OF ASSIGNMENTS AND TRANSMISSIONS

20.1 Assignments

- (a) No assignment that is permitted under paragraph 20.1(b) may be registered unless a deed of assignment has been delivered to the Responsible Entity.
- (b) The deed of assignment of any Citruslots must be in writing in the form set out in the Sixth Schedule and must be duly stamped with the necessary stamp duty applicable to the deed of assignment.
- (c) The deed of assignment of any Citruslots must be signed both by the assignor and the assignee and until such deed of assignment is registered and the name of the assignee is entered in the Register in respect of the Citruslots assigned the assignee will not be deemed the Participant Grower in respect of such Citruslots.
- (d) Subject to paragraphs 18.4(i)(iii)(A) and 29.10(c), no assignment of any Citruslot may be made under this clause if the Participant Grower is in default of any of its obligations under this Deed, the Grower Agreements or any other agreement to which the Participant Grower is a party in respect of the Project.

20.2 Transmission

- (a) No transmission may be registered unless an instrument of transmission has been delivered to the Responsible Entity.
- (b) The instrument of transmission of any Citruslots must be in writing as set out in the Seventh Schedule and must be duly stamped with the necessary stamp duty applicable to the instrument of transmission.
- (c) The instrument of transmission of any Citruslot must be signed by the party to whom the Citruslots are being transmitted and, until such instrument of transmission is registered and the name of the transmittee is entered in the Register in respect of the Citruslots transmitted, the transmittee will not be deemed the Participant Grower (or Chargee) in respect of such Citruslots.

20.3 Registration

- (a) Within 1 month after the date on which a deed of assignment or transmission with respect to any Citruslots is lodged with the Responsible Entity, the Responsible Entity must:
 - (i) complete and have ready for delivery to the assignee or transmittee a Citruslot Statement in connection with the assignment or transmission; and
 - (ii) unless otherwise instructed by the relevant person, send or deliver the completed Citruslot Statement to the relevant person or, where the relevant person has instructed the Responsible Entity in writing to send it to a nominated person, to that person.
- (b) In addition, the Responsible Entity, upon receipt of a deed of assignment or transmission of any Citruslot, must enter the assignee or transmittee in the Register as the holder of such Citruslots.
- (c) If the Responsible Entity refuses to enter in the Register a deed of assignment or transmission of Citruslots, it must, within 2 months after the date on which the deed of assignment or transmission was lodged with it, send to the assignee or transmittee notice of the refusal.

21. RESTRICTIONS ON ASSIGNMENT AND TRANSMISSION

21.1 Restrictions on Transfers, Assignments, etc.

No Participant Grower may transfer, assign or otherwise dispose of the whole or part of its Citruslots without the consent of the Responsible Entity, which consent may be withheld in its absolute discretion, unless:

- (a) the Participant Grower transfers, assigns or otherwise disposes of (whichever is the case) those Citruslots individually;
- (b) the Participant Grower transfers, assigns or otherwise disposes of (whichever is the case) those Citruslots to the one person, unless the Responsible Entity otherwise agrees in its absolute discretion;
- (c) the person or persons benefiting from the transfer, assignment or other disposal agrees to become a party to this Deed and to each of the Grower Agreements as the Participant Grower in respect of the rights and interests transferred, assigned or otherwise disposed of; and
- (d) the person or persons benefiting from the transfer, assignment or other disposal will be deemed to have severally become a party as the Participant Grower to each of the Grower Agreements and to this Deed.

21.2 Death, Liquidation or Bankruptcy of Participant Grower

Subject to the provisions of the *Duties Act 2000 (Vic)* or stamp duties legislation of another State or Territory, upon the death, liquidation or bankruptcy of any Participant Grower, or otherwise upon any person becoming entitled in equity to all the Citruslots of a Participant Grower for any lawful reason, then the Participant Grower will be deemed to have at the same time assigned all its Citruslots to the person who becomes entitled to them to hold absolutely, conditional upon that person producing evidence to the Responsible Entity of its entitlement in respect of the Citruslots.

21.3 Executors, Administrators and Survivors

The executors or administrators of a deceased Participant Grower will be the only persons recognised as having any title to the Participant Grower's Citruslots, but in the case of death of any one or more Participant Growers who hold their Citruslots as joint tenants, the survivors will be the only persons recognised as holding the Citruslots.

22. MEETINGS OF PARTICIPANT GROWERS

22.1 Convening of Meetings

The Responsible Entity may at any time convene a meeting of Participant Growers and must convene a meeting of Participant Growers when required to do so by the Corporations Act.

22.2 Separate Meetings for Classes of Growers

The Responsible Entity may convene separate meetings of the Early Growers and Post 30 June Growers in addition to convening a meeting of all Growers, in respect of all or some business to be considered at a meeting, in the circumstances where it reasonably believes that it is necessary in order for it to act fairly between the two classes of Growers as required by section 601FC(1)(d) of the Corporations Act.

22.3 Calling and Holding Meetings

Meetings of Participant Growers must be called and convened in accordance with Part 2G.4 of the Corporations Act, except that:

- (a) in relation to section 252R of the Corporations Act, no business will be transacted at any meetings of Participant Growers unless a quorum is present when the meeting proceeds to business. The quorum necessary for a meeting at which an Ordinary Resolution is to be proposed is 5 persons holding or representing by proxy at least 10% of the aggregate number of relevant Citruslots for the time being issued to the Participant Growers concerned, and for a meeting at which a Special Resolution is to be proposed, is 5 persons holding or representing by proxy at least 25% of the aggregate number of relevant Citruslots issued to the Participant Growers concerned.
- (b) in relation to section 252R(3) of the Corporations Act, if an individual is attending a meeting both as a Participant Grower and as a proxy or body corporate representative, the Responsible Entity may, in determining whether a quorum is present, count the individual more than once.
- (c) in relation to section 252R(3) of the Corporations Act, a proxy is entitled to speak and vote for a Participant Grower (to the extent allowed by the appointment) even if the Participant Grower is present at the meeting (but only so long as the Participant Grower does not speak or vote, as the case may be).
- (d) in relation to section 252Z(5) of the Corporations Act, the Responsible Entity may determine, in relation to a particular meeting or generally, that proxy documents may be received up to any shorter period before the meeting.
- (e) in relation to section 253K(2) of the Corporations Act, a poll cannot be demanded on any resolution concerning:
 - (i) the election of the chair of a meeting; or
 - (ii) the adjournment of a meeting.

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- (f) in relation to section 253L(2) of the Corporations Act, at a meeting of Participant Growers, a poll may be demanded by:
 - (i) at least 1 Participant Grower concerned holding or representing by proxy at least 10% of the aggregate number of relevant Citruslots for the time being on issue to the Participant Growers concerned and entitling the holders to vote on the resolution; or
 - (ii) the chair.
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23. LIABILITIES AND INDEMNITIES OF RESPONSIBLE ENTITY

23.1 Liability of Responsible Entity

- (a) To the extent permitted by the Corporations Act, the Responsible Entity is not liable for any loss or damage to any person (including any Participant Grower) arising out of any matter unless, in respect of that matter, it acted both:
 - (i) otherwise than in accordance with this Deed and its duties; and
 - (ii) without a belief held in good faith that it was acting in accordance with this Deed and its duties.
- (b) In particular, the Responsible Entity is not liable for any loss or damage to any person arising out of any matter where, in respect of that matter:
 - (i) to the extent permitted by the Corporations Act, it relied in good faith on the services of, or information or advice from, or purporting to be from, any person appointed by the Responsible Entity;
 - (ii) it acted as required by Law;
 - (iii) it relied in good faith upon any signature, marking or document; or
 - (iv) it followed a direction given to it by a resolution passed at a duly convened meeting of Participant Growers.
- (c) The Responsible Entity may decide how and when to exercise its powers in its absolute discretion.

23.2 Indemnity of Responsible Entity

- (a) In addition to any indemnity under any Law, the Responsible Entity has a right of indemnity out of the Agency Account on a full indemnity basis in respect of a matter unless, in respect of that matter, the Responsible Entity has acted negligently, fraudulently or in breach of its duties.
 - (b) Such right of indemnity in respect of a matter ("**Indemnified Matter**") will not be lost or impaired by reason of a separate matter (whether before or after the Indemnified Matter) in breach of this Deed.
 - (c) The right of indemnity continues to be available after the Responsible Entity retires or is removed as responsible entity.
 - (d) The Responsible Entity may pay out of the Agency Account any amount for which the Responsible Entity would be entitled to be indemnified under paragraph 23.2(a).
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24. LIABILITIES AND INDEMNITIES OF PARTICIPANT GROWERS

24.1 Liability Limited

Except as provided by any express indemnity given by any Participant Grower to the Responsible Entity, and except as provided in clause 26.8, the entire liability of each Participant Grower is limited to the balance of any Application Money owing (if any) and the Participant Grower's Participating Interest in the Proceeds, and no Participant Grower will have any liability to make any further contribution to the Project or payment to the Responsible Entity in respect of the Project, other than the payments required under clause 17.1.

24.2 Indemnity of each Participant Grower by Responsible Entity

The Responsible Entity indemnifies each Participant Grower against all debts and liabilities which may be incurred by the Participant Grower at any time in relation to the Project or otherwise in any way as a result of or arising out of any act, default or omission of the Responsible Entity.

24.3 No Indemnity by any Participant Grower

Despite any other provision of this Deed or provisions deemed to be included in this Deed, no Participant Grower will, by reason of this Deed or by reason of the relationship created under this Deed with the Responsible Entity, be under any obligation personally to indemnify the Responsible Entity in the event of there being any deficiency in relation to the Project except, in respect of the relevant Citruslots, out of any Application Money of the Participant Grower or other moneys held in the Agency Account in relation to the Participant Grower, or the payments required under clause 17.1.

25. COMPLAINTS PROCEDURE

25.1 Procedure

- (a) Subject to paragraph 25.1(b) and the rules of any guidelines of the external complaints resolution scheme of which the Responsible Entity is a member in accordance with paragraph 25.6(a), complaints made by any Participant Grower in relation to the Project or the Responsible Entity, including any dispute or difference whatsoever with the Responsible Entity or in connection with this Deed ("**complaints**") must be dealt with in the manner set out in this clause 25.
- (b) Any dispute or difference between a Participant Grower and Timbercorp Securities in connection with a Grower Agreement must be resolved in accordance with the terms of the relevant Grower Agreement.

25.2 Complaints Officer

- (a) The Responsible Entity must appoint an internal complaints officer ("**Complaints Officer**") with authority to review any complaints from Participant Growers.
- (b) The roles and responsibilities of the Complaints Officer include:
 - (i) to receive and process verbal and written complaints from Participant Growers, at no charge to Participant Growers;

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- (ii) to review and properly consider complaints from Participant Growers in a timely and efficient manner;
 - (iii) to communicate directly with Participant Growers in relation to complaints;
 - (iv) to make readily available to Participant Growers information on how, when, where and to whom to make complaints and any documented policies and procedures for the resolution of complaints;
 - (v) periodically to develop and review the Responsible Entity's policies and procedures for the resolution of complaints, in accordance with Australian Standard AS 4269:1995, Complaints Handling (as amended from time to time);
 - (vi) to provide information relating to the Responsible Entity's complaints handling procedures to employees of the Responsible Entity, in the form of training, brochures and the development of internal rules.

25.3 Receipt of Complaint

- (a) Upon receipt of a verbal complaint which cannot be resolved verbally, the Complaints Officer may request that the complainant provide:
 - (i) a written notice specifying the nature of the complaint, the desired outcome and what action the Participant Grower thinks will settle the complaint; and
 - (ii) all relevant material to support the complaint.
- (b) Upon receipt of the written notice described in paragraph 25.3(a)(i) (or, if a written notice is not required, upon receipt of a verbal complaint) ("**Lodgement Date**"), the Complaints Officer must:
 - (i) within 7 days of the Lodgement Date, make a written record of the complaint setting out the following details:
 - (A) the name, address and telephone number of the complainant;
 - (B) the date the complaint was received;
 - (C) the nature of the complaint; and
 - (D) any other information the Complaints Officer deems adequate;
 - (ii) within 14 days of the Lodgement Date, provide the complainant with a written acknowledgement of receipt of the complaint and the time-frame in which the complaint will be considered;
 - (iii) consider and investigate the circumstances surrounding the complaint;
 - (iv) advise the complainant of the criteria and processes applied by the Responsible Entity in dealing with complaints;
 - (v) upon request, provide the complainant with any relevant material (not being confidential material) relating to the complaint; and
 - (vi) communicate directly with the complainant, with a view to resolving the complaint in a fair and timely manner.

25.4 Notification of Decision

- (a) If the complaint is not resolved within 45 days following the Lodgement Date, the Complaints Officer must inform the complainant of the reasons for the delay.

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- (b) No later than 90 days following the Lodgement Date, the Complaints Officer must:
 - (i) notify the complainant, in writing, of the decision of the Responsible Entity in relation to the complaint;
 - (ii) provide the complainant with written reasons for the decision;
 - (iii) outline to the complainant the remedies, if any, available to the complainant; and
 - (iv) advise the complainant of any further avenues for complaint and the timeframes involved in those avenues.

25.5 Further Avenues

If the complainant is dissatisfied with the decision of the Responsible Entity in relation to the complaint, the complainant may take the following action:

- (a) if the Responsible Entity is a member of an external complaints resolution scheme approved by ASIC, the complainant may refer the complaint to that external complaints resolution scheme, for determination in accordance with the rules of that external complaints resolution scheme; or
- (b) if:
 - (i) the Responsible Entity is not a member of an external complaints resolution scheme approved by ASIC, and only in that case, the complainant may take any appropriate lawful action;
 - (ii) the complaint does not fall within the rules of an external complaints resolution scheme approved by ASIC of which the Responsible Entity is a member; or
 - (iii) the complainant does not wish to refer the complaint to an external complaints resolution scheme approved by ASIC of which the Responsible Entity is a member,the complainant must submit the complaint to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (iv) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (v) the arbitration will be conducted in Melbourne, Victoria.

25.6 External Complaints Resolution Scheme and Arbitration

- (a) For the purposes of clause 25.5, the Responsible Entity is a member of two external complaints resolution scheme approved by ASIC.
- (b) If the procedure set out in paragraph 25.5(a) is adopted, subject to any right of appeal contained in the rules of the relevant external complaints resolution scheme, the complainant and the Responsible Entity agree to accept the determination of the external complaints resolution scheme as final and binding.
- (c) If the procedure set out in paragraph 25.5(b) is adopted the complainant and the Responsible Entity:
 - (i) agree to accept the determination of the arbitrator as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the

enforcement of any such determination.

25.7 Timbercorp Securities

- (a) Clauses 25.5 and 25.6 are for the benefit of the Responsible Entity only, and do not prevent the Responsible Entity from:
 - (i) commencing proceedings against a Participant Grower in any relevant jurisdiction;
 - (ii) submitting any dispute or difference whatsoever with a Participant Grower in connection with this Deed to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (A) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (B) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
 - (i) agree to accept the determination of the arbitrator in relation to any dispute or difference referred to arbitration in accordance with paragraph 25.7(a), as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.

26. TERMINATION OF THE PROJECT

26.1 Completion of Obligations by Parties

The Project terminates upon the completion by the parties of their obligations under the Grower Agreements and this Deed unless previously terminated under the provisions of this Deed or of the Grower Agreements.

26.2 Prior Termination

The Project may be wound up in any of the following circumstances:

- (a) at the direction of Participant Growers in accordance with section 601NB of the Corporations Act;
- (b) if the Responsible Entity considers that the purpose of the Project has been accomplished, or cannot be accomplished, in accordance with section 601NC of the Corporations Act;
- (c) the Court directs the Responsible Entity to wind up the Project in accordance with section 601ND of the Corporations Act; and
- (d) in any other circumstances provided for under the Corporations Act.

26.3 Extension of the Project

The Project may be extended for additional periods not exceeding 3 years each, as Participant Growers may by Special Resolution agree.

26.4 Notice of Expiry

At least 3 months prior to the end of any additional period of extension under the preceding paragraph, each of the Participant Growers must be duly notified by the Responsible Entity of the expiry date and the calling of a meeting of the Participant Growers at which a resolution must be put to the effect that unless otherwise resolved by Special Resolution the Project will terminate on the expiry date.

26.5 Termination by Special Resolution

At any time in relation to the Project, a meeting of Participant Growers may by Special Resolution resolve that the Project be terminated.

26.6 Consequences of Termination of the Project

- (a) On the termination of the Project, the following provisions apply.
- (b) The Responsible Entity must immediately following such termination as agent for the Participant Grower sell, call in, convert and realise all assets for the time being in relation to the Project after paying all proper costs and disbursements, commissions, brokerage fees, legal fees and other outgoings. The Responsible Entity may but need not have regard to any contingency or outstanding matter and may if it sees fit to do so, settle or discharge any such contingencies as agent for the Participant Grower or retain part or all of the assets by way of indemnity in respect thereof but such retention does not affect the release of the Responsible Entity's obligations under section 601FS of the Corporations Act.
- (c) The Responsible Entity must prepare final accounts of the Project and cause an Auditor to be appointed to audit and report on those accounts.
- (d) The Responsible Entity may postpone the sale, call in, convert and realise all or any part of the assets for such time as it thinks it desirable so to do in the interests of the Participant Grower and is not responsible for any loss attributable to such postponement.
- (e) The balance obtained after the sale of all assets in relation to the Project must be distributed by the Responsible Entity as if the balance represented the Proceeds payable under the Project Documents provided that if the aggregate amount to be distributed to all of the Participant Growers in relation to the Project is less than one thousand dollars (\$1,000), Indexed from 30 June 2005, then at the discretion of the Responsible Entity, the amount will be either distributed to Participant Growers or on behalf of each of the Participant Growers donated to the Salvation Army of Victoria.

26.7 Final Statement

Upon so distributing, the Responsible Entity must forward to the Participant Grower a final statement setting out the details of the sale, calling in and conversion of the assets and the balance obtained in relation to the Project and the distribution and all payments otherwise made or allowed for, whereupon the Responsible Entity will be released from all further duties and obligations incurred under this Deed in relation to the Participant Grower without prejudice to any liability of the Responsible Entity previously incurred under this Deed to the Participant Grower for any breach of its duties imposed by Law or otherwise.

26.8 Release of Participant Grower's Duties

Each of the Participant Growers will be released from all further duties and obligations incurred under this Deed in relation to the Project, without prejudice to any liability of the

Participant Growers incurred under this Deed to any party to this Deed for any breach of its duties imposed by Law or otherwise.

27. MISCELLANEOUS

27.1 Notices

(a) Notices by Post, Facsimile or Other Electronic Means

Subject to the Corporations Act, any notice, report or other communication required to be given to any party under this Deed will be deemed to have been duly given if it is given in writing and either delivered or sent:

- (i) by post to any Applicant at his address appearing in the Application, to any Participant Grower at its address appearing in the Register, to the Responsible Entity at the registered office for the time being and to any other party at their last known address; or
- (ii) by facsimile or other electronic transmission to any Applicant at his facsimile number or electronic address appearing in the Application, to any Participant Grower at its facsimile number or electronic address appearing in the Register and to the Responsible Entity at the facsimile number or electronic address of its registered office and to any other person at their last known facsimile number or electronic address.

(b) Notice to Joint Applicants or Participant Growers

In the case of joint Applicants or Participant Growers a notice, report or other communication given to that joint Applicant or Participant Grower whose name stands first on the Application or Register is sufficient notice to all such joint Applicants or Participant Growers.

(c) Receipt of Notice

- (i) Any notice, report or other communication given by post will be deemed to have been received on the Business Day 48 hours after the notice has been properly posted if that falls on a Business Day, and if not, on the first Business Day afterwards and in proving receipt it will be sufficient to prove that the envelope containing the notice was properly addressed and posted and a statement signed by the sender that it was so posted and when, will be conclusive of that fact.
- (iii) Any notice, report or other communication given by facsimile or other electronic transmission will be deemed to have been given on the Business Day after it is sent and the transmission report will be sufficient evidence of receipt.

27.2 Payments to Applicants or Participant Growers

Any money payable to any Applicant or Participant Grower under the provisions of this Deed may be paid by crossed "not negotiable" cheque made payable to the Applicant or Participant Grower or bearer and sent through the post in the case of the Applicants to the address of the Applicant appearing in the Application and in the case of each Participant Grower to the registered address of each such Participant Grower and in the case of joint Applicants or Participant Growers made payable to the joint Applicants or Participant Growers or bearer and sent to the address of that one of the joint Applicants or Participant Growers who is first named on the Application or Register. Payment of every such cheque if duly presented and paid will be in full satisfaction of the money

payable and will be a good discharge to the Responsible Entity provided that if the Responsible Entity is directed in writing by any Participant Grower so to do, the Responsible Entity may pay any such money to the credit of an account in any bank and the receipt of such bank shall be a good discharge to the Responsible Entity.

27.3 Copies

A copy of this Deed will at times during the usual business hours be made available by the Responsible Entity at its office (whether registered or principal) in Melbourne for the inspection of each Participant Grower who will be entitled to receive from the Responsible Entity a copy of this Deed and all supplemental Deeds (if any) on payment to the Responsible Entity of the sum of one hundred dollars (\$100.00) Indexed from 30 June 2005, or such lesser sum as the Responsible Entity may from time to time prescribe.

28. GOODS AND SERVICES TAX

- (a) If any supply made by a party ("**Supplier**") to the other ("**Recipient**") under this Deed is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the value of the taxable supply (the "**GST Exclusive Amount**") and not the price for that taxable supply.
- (b) In addition to the GST Exclusive Amount for a taxable supply under this Deed, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST Rate in force from time to time.
- (c) The GST payable under paragraph 28(b) is payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Deed.
- (d) The right of a Supplier to payment under this clause is subject to a valid tax invoice, which complies with GST Law, being issued and delivered by the Supplier to the Recipient.
- (e) If a payment to satisfy a claim or a right to a claim under or in connection with this Deed, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with paragraph 28(b).
- (f) If a Government Agency orders that a payment be made to a party to satisfy a claim under or in connection with this Deed, and such payment will give rise to a liability to pay GST, the parties authorise the Government Agency to order that a further amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.
- (g) If a party has a claim under or in connection with this Deed for a cost on which that party must pay GST, the claim is for the cost plus all GST, except any GST for which that party is entitled to an input tax credit.
- (h) If a party has a claim under or in connection with this Deed and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.

29. PARTICIPANT GROWER JOINT VENTURE

29.1 Background

The Joint Venturers propose to establish an unincorporated joint venture amongst themselves for the purpose of engaging in a primary production business of cultivating an Orchard and producing and processing Citrus for commercial gain under this Project.

29.2 Terms and Conditions

- (a) The First Joint Venturer and the Second Joint Venturer constitute a joint venture for the purposes of carrying on the Joint Venture Operations in respect of the Joint Venture Assets in accordance with this clause 29.
- (b) The interests of the Joint Venturers in the Joint Venture and the Joint Venture Assets and any losses realised from the Joint Venture is as tenants in common in their Prescribed Proportions.
- (c) Nothing contained in this clause 29 whether express or implied is to be read and construed so as to constitute the Joint Venturers in the relationship of a partnership or trust.

29.3 Name

The joint venture will be known as the 2005 Timbercorp Citrus Project Joint Venture.

29.4 Joint Venturer's Prescribed Proportion

- (a) Where the Grower is an Early Grower, the First Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 52.5% and the Second Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 47.5%.
- (b) Where the Grower is a Post 30 June Grower, the First Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 60% and the Second Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 40%.

29.5 Obligations

The obligations and rights of the Joint Venturers are as follows:

Early Growers:

- (a) the First Joint Venturer will be solely responsible for paying the following fees and other amounts:
 - (i) 100% of the management fees payable under the Citruslot Management Agreement for the year ended 30 June 2005 (which fees are payable upon Application);
 - (ii) 52.5% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years, commencing on and from the 2008 Financial Year;
 - (iii) 52.5% of the deferred management fees payable under clauses 11.1(b)(ii) and 11.1(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 52.5% of the Licence Fees payable under the Licence Agreements in

respect of all licence rights granted in all Financial Years, commencing on and from the 2008 Financial Year.

- (b) the Second Joint Venturer will be solely responsible for paying the following fees and other amounts:
- (i) 100% of the management fees (other than the deferred management fees) and licence fees payable under the Citruslot Management Agreement and the Licence Agreements in respect of management services and licence rights provided in the 2006 and 2007 Financial Years;
 - (ii) 47.5% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years, commencing on and from the 2008 Financial Year;
 - (iii) 47.5% of the deferred management fees payable under clauses 11.1(b)(ii) and 11.1(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 47.5% of the Licence Fees payable under the Licence Agreements in respect of all licence rights granted in all Financial Years, commencing on and from the 2008 Financial Year.

Post 30 June Growers:

- (c) the First Joint Venturer will be solely responsible for paying the following fees and other amounts:
- (i) 100% of the management fees and licence fees payable under the Citruslot Management Agreement and the Licence Agreements for the year ended 30 June 2006 (which fees are payable upon Application); and
 - (ii) 60% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years, commencing on and from the 2009 Financial Year;
 - (iii) 60% of the deferred management fees payable under clauses 11.2(b)(ii) and 11.2(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 60% of the Licence Fees payable under the Licence Agreements in respect of all licence rights granted in all Financial Years, commencing on and from the 2009 Financial Year;
- (d) the Second Joint Venturer will be solely responsible for paying the following fees and other amounts:
- (i) 100% of the management fees (other than the deferred management fees) and licence fees payable under the Citruslot Management Agreement and the Licence Agreements in respect of management services and licence rights provided in the 2007 and 2008 Financial Years;
 - (ii) 40% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years commencing on and from the 2009 Financial Year;

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- (iii) 40% of the deferred management fees payable under clauses 11.2(b)(ii) and 11.2(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 40% of the Licence Fees payable under the Licence Agreements in respect of all licence rights granted in all Financial Years, commencing on and from the 2009 Financial Year.

All Growers:

- (e) the Joint Venturers will be responsible for paying their Prescribed Proportion of any incentive fees payable by the Joint Venture under the Citruslot Management Agreement;
- (f) each Joint Venturer indemnifies the other against any losses or liability exceeding its respective Prescribed Proportion by reason of any joint liability incurred or joint loss sustained in connection with any contract or arrangement entered into by the Joint Venture, subject to clause 29.5.

29.6 Rights to the Joint Venture's Citrus, Product and Proceeds

- (a) In consideration of the First Joint Venturer being solely responsible for paying the fees and licence fees and other amounts described in clauses 29.5(a) and 29.5(c), the First Joint Venturer is entitled to its Prescribed Proportion of the Joint Venture's Citrus and the Product, and the Joint Venture Proceeds.
- (b) In consideration for the Second Joint Venturer being solely responsible for paying the fees and licence fees and other amounts described in clauses 29.5(b) and 29.5(d), the Second Joint Venturer is entitled to its Prescribed Proportion of the Joint Venture's Citrus and the Product, and the Joint Venture Proceeds.

29.7 Acknowledgement

The Responsible Entity acknowledges that the Joint Venturers have entered into the Citruslot Management Agreement and the Licence Agreements as joint venturers on the terms and conditions set out in paragraph 18.4(i) and this clause 29.

29.8 Disposal of Interest

Each Joint Venturer may dispose of its interest in the Joint Venture by offering to sell all or part of its interest in the Joint Venture to the other for a price equal to the market value of that interest and on terms otherwise agreed between the parties, provided that the Joint Venturers are not in default of their obligations under this Deed and the Grower Agreements.

29.9 Commencement and Term of this Joint Venture

- (a) The Joint Venture commences on the date of the Citruslot Management Agreement and the Licence Agreements and unless terminated under paragraph 29.9(b), terminates on the expiry of the Project.
- (b) The Joint Venture will terminate on the earlier of:
 - (i) the completion of the sale of the Joint Venture Assets; and
 - (ii) the date on which a Joint Venturer sells its interest in the Joint Venture to the other Joint Venturer at market value,provided that the Joint Venture may not be terminated if any of the Joint

Venturers are in default of their obligations under this Deed and the Grower Agreements.

- (c) On termination of the Joint Venture, the Joint Venture Assets must be distributed to, or be held for the benefit of, the Joint Venturers in their Prescribed Proportions, or be sold.
- (d) If the Joint Venture Assets are sold under paragraph 29.9(b)(i), the net proceeds of sale must be divided amongst the Joint Venturers in accordance with their Prescribed Proportions.

29.10 Dealing with a Joint Venture Interest

- (a) The interests of the Joint Venturers in each of the relevant Citruslots of the Joint Venture issued pursuant to this Deed must not be dealt with without the interest of the other Joint Venturer in that relevant Citruslots and vice versa.
- (b) The Responsible Entity may not register any assignment of the interests of the Joint Venturers in a Citruslot under clause 20.1 unless the assignment is for the whole of the Joint Venture's interest in the relevant Citruslot.
- (c) This clause 29.10 does not apply to a Joint Venturer selling its interest in the Joint Venture to the other Joint Venturer.

29.11 Miscellaneous

- (a) Each Joint Venturer agrees with the other Joint Venturer to be just and faithful in all transactions relating to the Joint Venture and to perform the obligations imposed on it under clause 29.5.
- (b) Nothing in this clause 29 is intended to create a charge.

Executed as a Deed

EXECUTED by TIMBERCORP
SECURITIES LIMITED in
accordance with section 127 of
the Corporations Act:

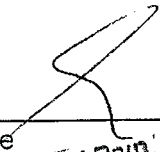
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Signature
Sol Rabinowicz

Full Name

Director



Signature
Mark H Pryn

Full Name

~~Director~~ Secretary

FIRST SCHEDULE

ITEM 1: Application Money for each Citruslot

Applications on or before 15 June 2005 (Early Growers)

\$7,000 which includes \$636.36 GST

Applications for the period on or after 1 July 2005 until 30 September 2005 (Post 30 June Growers)

\$9,270 which includes \$842.73 GST

SECOND SCHEDULE

CITRUSLOT MANAGEMENT AGREEMENT

**Citruslot Management
Agreement**

Timbercorp Securities Limited

Each Several Participant Grower

2005 Timbercorp Citrus Project

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Details of this Citruslot Management Agreement

Date of the Agreement:

In respect of each several Participant Grower means the date on which Timbercorp Securities has accepted the Participant Grower's application for Citruslots being offered under the PDS as specified in the Schedule to the Licence Agreements.

Parties to the Agreement:

1. Each several Participant Grower named in the Schedule to the Licence Agreements.
(Participant Grower)

2. **TIMBERCORP SECURITIES LIMITED**
ACN 092 311 469
Level 8, 461 Bourke Street
MELBOURNE VICTORIA 3000
(Timbercorp Securities)

Background to the Agreement

- A. Timbercorp Securities intends to establish a project for the management of a Citrus Orchard, the cultivation of Citrus Trees and harvesting and processing of Citrus for commercial gain. The Participant Grower will participate in the Project.
 - B. Each Participant Grower has been, or will be, granted a licence by Timbercorp Securities in respect of one or more Citruslots under the Licence Agreements.
 - C. The Licence Agreements permits each several Participant Grower to use its relevant Citruslots for the purpose of growing and cultivating Citrus Trees and the harvesting of the Citrus and the Participant Grower intends to use the relevant Citruslots for this purpose.
 - D. The Participant Grower wishes to engage Timbercorp Securities to cultivate and maintain the Citrus Trees on, and generally manage, the relevant Citruslots in accordance with the Management Plan and carry out and perform each Participant Grower's obligations under the Licence Agreements.
 - E. The Participant Grower further wishes to engage Timbercorp Securities to harvest the Citrus, procure the processing of the Citrus and sell the Product on behalf of the Participant Grower and for that purpose has authorised Timbercorp Securities under the Constitution and this Agreement to enter into the Project Documents subject to the terms and conditions of this Agreement.
-

The Parties Agree as Follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context is clearly to the contrary, the following words have the meanings set out opposite them:

Accounts:	receipt and expenditure statements and financial statements together with statements, reports and notes (including any notes of Timbercorp Securities) attached to or intended to be read with any of those statements;
Administrator:	has the meaning given to it in section 9 of the Corporations Act;
Agency Account:	the bank account or bank accounts kept and operated by the Responsible Entity as agent for the Participant Grower in carrying out its duties under this Agreement and the Constitution with a bank nominated by the Responsible Entity;
Authority:	includes any Federal, State, municipal or other government, statutory or government approved authority or body, which has authority or jurisdiction over the Capital Works, the Required Water Licences or the Land or any part of them or anything about them;
Best Horticultural Practice:	sound horticultural and environmental practices and industry practices that are adopted in Australia in relation to similar orchards;
Business Day:	a day other than a Saturday or Sunday or a public holiday on which all trading banks are open for general banking business in Melbourne, Victoria;
Capital Works:	(a) the infrastructure and capital works on the Orchard as at the date of this Agreement; and (b) the infrastructure and capital works that Timbercorp Securities has agreed to procure the Land Owner to carry out, and any other works that Timbercorp Securities, Timbercorp or the Land Owner may be required in future to carry out, at their cost respectively, on the Orchard;
Citrus:	the citrus grown or growing on the relevant Citruslots of the Participant Grower or the Orchard, whichever is applicable and whether harvested or unharvested and any other products, rights, benefits or credits derived from the Citrus Trees;
Citrus Trees:	the citrus trees planted or to be planted on the Participant Grower's Citruslots or the Orchard, whichever is applicable;
Citruslot:	an interest in the Project held by a Participant Grower, including an interest in, and rights in relation to, each coupled Existing Citruslot and New Citruslot (being approximately 0.25 hectares of the Orchard) on which a Participant Grower will conduct the Citruslot Operations and which includes the Citrus Trees, the Capital Works and the Required Water Licences attributed to the

	Project;
Citruslot Operations:	the growing and cultivation of Citrus on, and management of, the relevant Citruslots for the production of Product for commercial gain;
Commencement Date:	in respect of each several Participant Grower, means the date of this Agreement;
Constitution:	the deed entered into by the Responsible Entity and all the Participant Growers and which governs the Project;
Controller:	has the meaning given to it in section 9 of the Corporations Act;
Corporations Act:	the <i>Corporations Act 2001 (Cth)</i> ;
CPI:	the "Weighted Average of Eight Capital Cities All Groups Consumer Price Index" as currently maintained and published by the Australian Bureau of Statistics or should it be discontinued or suspended such other index as determined in accordance with clause 11.6;
Entitlement Date:	means the date on which each Participant Grower becomes entitled to a several share of the whole of the Citrus and Product in proportion to its Participating Interest. For Early Growers, the Entitlement Date is 1 July 2005 and for Post 30 June Growers, the Entitlement Date is 1 October 2005;
Existing Citruslot:	each separate and identifiable area of the Existing Orchard, which in aggregate comprises approximately 0.15 hectares consisting of 14 young Citrus Trees, 16 intermediate Citrus Trees and 37 mature Citrus Trees (each individually numbered and separately identifiable) and the area of land immediately surrounding the Citrus Trees;
Existing Orchard:	all of the Existing Citruslots established on the Solara Estate, comprising approximately 309 hectares;
Financial Year:	a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this Agreement and ending on 30 June 2005 and the period ending on the termination of this Agreement and commencing on the preceding 1 July;
Force Majeure:	has the meaning attributed to it under clause 16.4;
Gross Proceeds:	Proceeds, less the costs and expenses of processing the Citrus into Product and marketing and selling the Product and any Citrus;
GST:	a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;
GST Law:	the same as in the A New Tax System (Goods and Services Tax) Act 1999 (as amended);
GST Rate:	the rate of GST under the GST Law;
Incentive Fee Threshold:	the Net Proceeds for Participant Growers specified in the PDS as the incentive fee threshold for that Financial Year;

Indexed:	the amount adjusted on the date on which a relevant payment is due or the date upon which the relevant calculation is made, as the case requires (the Adjustment Date) in accordance with the following formula: $A_t = A_0 \times \text{CPI}_t / \text{CPI}_0$ where: A_t = the amount on the Adjustment Date; A_0 = the amount being adjusted; CPI_t = the highest CPI for a full calendar quarter published between the date CPI_0 is published and the Adjustment Date, including CPI_0; CPI_0 = the CPI for a full calendar quarter most recently published before the date from which the adjustment is being made (the Base Date), provided that if no Base Date is specified, "CPI₀" will be the CPI published for the full calendar quarter that ended 12 months before the full calendar quarter in respect of which the CPI has most recently been published before the Adjustment Date;
Joint Venture:	the Participant Grower that is a joint venture, as constituted in accordance with the Constitution;
Joint Venturers:	participants in a Joint Venture;
Kangara Undeveloped Land:	those parts of the undeveloped land located on the Kangara estate near Renmark, South Australia, more particularly described in Allotment 9/FP 106444 on Certificate of Title 5171/43, on which the New Orchard will be established on or about 31 December 2005;
Land:	the land on which the Project will be conducted, as described in the PDS and includes the Solara Estate and the Kangara Undeveloped Land and such other land that is used in the Project;
Land Owner:	(a) in respect of the Existing Orchard, OIM #2 and its permitted assigns and successors; and (b) in respect of the New Orchard, OIML and its permitted assigns and successors.
Licence Agreements:	the agreement of that name between Timbercorp Securities as licensor and the Participant Grower as licensee in relation to the Participant Grower's relevant Citruslots;
Management Fee:	the fees payable to Timbercorp Securities under clause 11;
Management Plan:	the management plan for a Financial Year prepared by, or on behalf of, Timbercorp Securities and attached as the Schedule to this Agreement;
month:	a calendar month;

Net Proceeds:	the proceeds to which a Participant Grower is entitled in a Financial Year under clause 13.7 of the Constitution;
New Citruslot:	each separate identifiable area of the New Orchard comprising approximately 0.10 hectares to be established on the Kangara Undeveloped Land on or about 31 December 2005;
New Orchard:	all of the New Citruslots to be established on the Kangara Undeveloped Land, comprising approximately 200 hectares;
OIM #2:	OIM #2 Pty Ltd (ACN 112 691 997) as trustee for the Timbercorp Orchard Trust #2, of Level 6, 505 St Kilda Road, Melbourne, Victoria;
OIML:	Orchard Investments Management Limited (ACN 105 684 231) as responsible entity for the Timbercorp Orchard Trust (ARSN 106 557 297), of Level 6, 505 St Kilda Road, Melbourne, Victoria;
Orchard:	all of the Existing Orchard and the New Orchard;
Orchard Services:	the services described in clauses 5 and 6;
Participant Grower:	(a) a several person (or if more than one person, those persons jointly) who is named or otherwise described in the Schedule to the Licence Agreements; and (b) the term Early Grower refers to a Participant Grower whose application under the PDS is accepted on or before 15 June 2005; and (c) the term Post 30 June Grower refers to a Participant Grower whose application under the PDS is accepted on or after 1 July 2005 until 30 September 2005;
Participating Interest:	(a) the entitlement of the Participant Grower to the Project assets, the Citrus, the Product and the Proceeds calculated in accordance with the formula : A/B where: A: is the area of Citruslots licensed to the Participant Grower under the Licence Agreements and used in the Project Operations; and B: is the total area of Citruslots licensed to all of the Participant Growers under the Licence Agreements and used in the Project Operations, including all Citruslots of Participant Growers that have ceased to participate in the Project and which have not been excluded from the Project by Timbercorp Securities in accordance with the Constitution. (b) In the event that there is a reduction in the area of a Participant Grower's Citruslot or Citruslots under clause 10.4 of the Licence Agreements, the Participating Interest of each Participant Grower will be recalculated in accordance with the formula in paragraph (a) of this definition. The recalculated Participating Interest will be

	applied from the date of the reduction in the area;
party:	any one or more of the Participant Grower and Timbercorp Securities, as the context requires;
PDS:	the product disclosure statement (as defined in section 761 of the Corporations Act) in relation to the Project;
process:	sort, grade, package and store and "processing" has a corresponding meaning;
Proceeds:	(a) interest received on moneys in the Agency Account; (b) any moneys payable to the Participant Growers under any policy of insurance in relation to the relevant Citruslots, the Citrus, the Product or the Project; (c) proceeds from the sale of Citrus; (d) proceeds from the sale of Product; and (e) any other monies payable to a Participant Grower, from or in relation to, the Project;
Product:	Citrus produced in a saleable condition from the relevant Participant Grower's Citruslots or the Orchard, whichever is applicable;
Project:	the 2005 Timbercorp Citrus Project promoted by Timbercorp Securities involving the management of a citrus project, the cultivation and harvesting of Citrus Trees and the processing of Citrus for commercial gain;
Project Documents:	the agreements entered into by Timbercorp Securities in accordance with clauses 13.3 and 13.4 of the Constitution and clause 7.2 of this Agreement;
Project Operations:	the growing, cultivation and management of a commercial citrus orchard on behalf of all the Participant Growers and includes the Orchard Services, the harvesting and processing of the Citrus, delivery of the Citrus for distribution to or on behalf of all the Participant Growers in accordance with their Participating Interests and procuring the sale of Citrus and Product;
Required Water Licences:	(a) the water licences that are, or will be, licensed by Timbercorp Securities under the Sub-lease and that are attributed to the Land as required from time to time, and (b) that provide for a maximum licence entitlement specified in paragraph 3.2(a) of the Licence Agreements, as reduced by any variation in the maximum licence entitlement from time to time by the relevant water Authority restricting the amount or rate at which water may be taken, or the purpose for which it may be taken or prohibiting the taking of water or the purpose of its use;
Responsible Entity:	the responsible entity of the Project;
Solora Estate:	those parts of the land located at Bookpurnong near Renmark, South Australia, more particularly described in Certificate of Title Register Book Volume 5278 Folio 11, Volume 5278 Folio 12,

	Volume 5471 Folio 442, and Volume 5519 Folio 293 on which the Existing Orchard was established;
Special Resolution:	a resolution passed at a meeting of Participant Growers duly convened and held in accordance with this Agreement by a majority of Participant Growers in number present in person or by representative, attorney or proxy whose aggregate number of Citruslots on issue is at least 75%;
Sub-lease:	the deeds (as amended) made or to be entered into between Timbercorp Securities, as sub-lessee, and Timbercorp, as sub-lessor, whereby Timbercorp Securities has been or will be granted sub-leases of the Land;
Term:	the term of this Agreement under clause 2.1; and
Timbercorp:	Timbercorp Limited (ACN 055 185 067).

1.2 Construction

In this Agreement, unless expressed or implied to the contrary:

- (a) a reference to this or any other agreement includes a variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (c) the singular includes the plural and vice versa;
- (d) if a word is defined, cognate words have corresponding definitions;
- (e) a reference to a person includes a firm, body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes the person's legal personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns and transferees;
- (g) a reference to a gender includes the other genders;
- (h) a reference to "\$" or "dollars" is a reference to Australian dollars;
- (i) a reference to a clause, recital or schedule is to a clause, recital or schedule in or to this Agreement;
- (j) if a party comprises two or more persons, this Agreement binds them jointly and each of them severally unless a contrary intention is expressed in the Agreement;
- (k) if any of the persons comprising the Participant Grower is a trustee, this Agreement binds that person in its capacity as a trustee and personally; and
- (l) the word "**include**" or "**includes**" is to be read as if the expression "**(but is not limited to)**" immediately followed such word and the word "**including**" is to be read as if the expression "**(but not limited to)**" immediately followed such word.

1.3 Headings

Headings are for convenience of reference only and do not affect the interpretation of this Agreement.

1.4 Participant Grower and Agreement

- (a) The term "**Participant Grower**" in this Agreement is a reference to the particular Participant Grower named in the Schedule to the Licence Agreements in relation to the relevant Citruslots allocated to it from time to time.
- (b) The term "**Participant Growers**" in this Agreement is a reference to all Participant Growers that hold Citruslots in the Project and according to the context, the term "**Participant Growers**" may also include the particular Participant Grower.
- (c) This Agreement is entered into in respect of the Participant Grower's Citruslots referred to in the Schedule to the Licence Agreements and, must be read as if it were a separate agreement on the terms and conditions of this Agreement in respect of the relevant Citruslots held by the Participant Grower.

1.5 Delegation

Timbercorp Securities will be entitled to:

- (a) delegate any of its obligations under this Agreement to; and
 - (b) exercise any of its rights under this Agreement through,
- its employees, agents and contractors but any delegation by Timbercorp Securities does not release Timbercorp Securities from liability under this Agreement.

1.6 Payments under this Agreement

The Participant Growers that are Joint Venturers agree and acknowledge that Timbercorp Securities granting time, waiver or other indulgence to, compounding or compromising with, or wholly or partially releasing, one of the Joint Venturers in any way, from any obligation under this Agreement does not:

- (a) cause the other Joint Venturer's obligations and liabilities under this Agreement to be reduced or avoided;
- (b) prejudicially affect Timbercorp Securities' rights against the other Joint Venturers' under this Agreement.

1.7 Capacity of Timbercorp Securities

Timbercorp Securities enters into this Agreement in its personal capacity.

1.8 Citruslot Management Agreement is not Project Property

This Agreement does not form part of "scheme property", as defined in section 9 of the Corporations Act.

2. COMMENCEMENT AND TERM OF THIS AGREEMENT

2.1 Term

- (a) This Agreement will commence on the Commencement Date.
- (b) Subject to clauses 15.1 to 15.3, this Agreement will continue until the earlier of:
 - (i) termination of the Participant Grower's participation in the Project;
 - (ii) 30 June 2027;

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- (iii) termination of the Licence Agreements; and
 - (iv) termination of the Project.
-

3. RELATIONSHIP OF THE PARTIES

3.1 No Partnership etc

The relationship amongst the Participant Growers and between the Participant Growers and Timbercorp Securities is not, is not intended to be, is not deemed to be and is not to be treated as, a partnership association or a joint venture, other than the Joint Venture which may comprise a Participant Grower.

3.2 Project

The parties expressly agree and acknowledge that:

- (a) each party is an independent contracting party; and
 - (b) no party has any authority or power for or on behalf of any other party to enter into any contract, to pledge any credit, to incur any liabilities, to assume any obligations or to make any warranties or representations whatsoever except as specifically provided by this Agreement.
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4. APPOINTMENT OF TIMBERCORP SECURITIES

4.1 Engagement of Timbercorp Securities

The Participant Grower engages Timbercorp Securities on the terms and conditions set out in this Agreement generally to manage and administer the Project, manage, direct and conduct the Project Operations on behalf of the Participant Grower and perform the Orchard Services.

4.2 Timbercorp Securities to Carry out Orchard Services as Independent Contractor

The Parties agree that Timbercorp Securities will carry out the Orchard Services as an independent contractor and not as agent of the Participant Grower.

4.3 Authority to Act

Timbercorp Securities does not have any authority to act for, or to assume any obligation or liability on behalf of the Participant Grower except such authority as is conferred on Timbercorp Securities by this Agreement or the Constitution.

4.4 Performance of Obligations

- (a) Subject to this Agreement, Timbercorp Securities must use reasonable endeavours to perform all its functions, exercise its powers under this Agreement and conduct the Project Operations:
 - (i) in a commercially reasonable manner;
 - (ii) honestly;
 - (iii) generally in accordance with Best Horticultural Practice; and

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- (iv) in the best interests of all the Participant Growers and not in the interests of Timbercorp Securities if those interests are not the same as those of the Participant Growers.
 - (b) The phrase "commercially reasonable manner" means, in any particular circumstances, a manner which Timbercorp Securities honestly believes is commercially reasonable in those circumstances (having regard where appropriate to the fact that Timbercorp Securities has to meet the costs of conducting the Project Operations out of the fees paid to it). Subject to paragraph 4.4(a)(iv), the phrase does not require Timbercorp Securities to have regard to the interests of any person other than itself.

4.5 Additional Services

In addition to the activities set out in clause 4.1 and without limiting the generality of clause 4.1, Timbercorp Securities must, at its own expense, provide all necessary administrative, supervisory and consulting services.

4.6 Acceptance of Engagement

Timbercorp Securities accepts its engagement on the terms of this Agreement.

5. ORCHARD MANAGEMENT

5.1 Management Plan and Good Practices

Timbercorp Securities must cultivate and manage the Orchard in accordance with:

- (a) the Management Plan; and
- (b) Best Horticultural Practice.

The initial Management Plan for the Financial Year ended 30 June 2005 will be prepared on or about the Commencement Date or before 30 June 2005, whichever date is earlier, and attached to this Agreement as the Schedule. The Management Plan must include the following:

- (a) a horticultural plan for the Orchard;
- (b) a horticultural program for the Financial Year ending 30 June 2005;
- (c) an operational plan including human resources requirements, machinery requirements and farm programs; and
- (d) annual financial and operational budgets in relation to these horticultural matters.

5.2 Services for period ending 30 June 2005

Without limiting the generality of clause 5.1, Timbercorp Securities will carry out the following services in the period ending 30 June 2005. Timbercorp Securities may determine the most appropriate time to carry out the services provided that the services must be completed on or before 30 June 2005:

Infrastructure Management Services

These services will be carried out from the Commencement Date until 30 June 2005 in respect of the Existing Orchard only:

- (a) undertake a comprehensive internal quality assurance audit in respect of the infrastructure situated on the Existing Orchard including but not limited to all

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- irrigation infrastructure, valves, pumps, moisture monitoring equipment and other things;
- (b) keep the following in good repair and condition:
 - (i) any access road or roads within the Existing Orchard, all waterways, dams, irrigation and pumping equipment within the Orchard, as necessary;
 - (ii) all fences, fire-breaks and other improvements within the Existing Orchard, as necessary;
 - (iii) all farm equipment, plant and equipment, tractors, vehicles, protective gear and other things used to perform the services described in this clause 5.2;
 - (c) as permitted by law, control or eradicate rabbits and other vermin which have caused or may cause damage to the Existing Orchard by fumigating and poisoning and complying with the provisions of all relevant statutes, regulations and by-laws (and all amendments), and any other statutes, rules, regulations and by-laws relating to or affecting the Existing Citruslots or the Participant Grower;
 - (d) to the extent that any fertilisers, nutrients and other chemicals are used, keep proper and accurate records of all fertilisers, nutrients and other chemicals applied to the Existing Orchard and store the chemicals in accordance with all legal requirements;
 - (e) use and apply appropriate soil management techniques and undertake or procure the carrying out of drainage works to reduce soil erosion, maintain soil quality and carry out or procure the carrying out of drainage work and other works to control salinity levels; and
 - (f) carry out any other activity that may be required to generally maintain the Existing Orchard in accordance with Best Horticultural Practice or in respect of the provision of the services listed in paragraphs (a)-(e) above including:
 - (i) training of staff in the use of equipment, infrastructure and performance of duties;
 - (ii) supervision of contractors performing any of the services; and
 - (iii) obtaining professional services and advice which Timbercorp Securities may consider necessary or desirable in connection with the services.

Administrative and other Management Services

The following services will also be carried out by Timbercorp Securities from the Commencement Date until 30 June 2005:

- (g) prepare a market report to the Participating Grower detailing the following:
 - (i) world market situation (covering crop positions in major producing countries and general supply/demand dynamics);
 - (ii) the Australian supply situation (covering the expected crop size for Australia);
 - (iii) the domestic market situation (covering the Australian market and prices achieved over the past 3, 6 and 12 months or other relevant periods);
 - (iv) the export market situation (covering each of the main export markets and prices achieved over the past 3, 6 and 12 months or other relevant periods);

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- (v) information on project crop (covering new or potential supply contracts and markets, key customers, promotional activities, and other relevant matters);
 - (vi) a 12-month outlook (covering available information on the expected supply/demand and price trends over the upcoming 12 month period having regard to exchange rate fluctuations, CPI movements and other relevant matters); medium-term outlook (covering a 2-5 year period);
 - (vii) any new articles in relation to the supply, consumption and pricing of citrus; and
 - (viii) any other relevant market information;
- (h) carry out any other obligation to be performed by Timbercorp Securities pursuant to the terms of any agreement entered into by Timbercorp Securities;
 - (i) procure on behalf of the Participant Grower and keep current with a reputable insurer the insurance policies described in clause 12 and all other activities in respect of arranging insurance of the Citrus and the Grower's Citrus growing activities;
 - (j) prepare the reports and statements described in clauses 8 and 13 and provide the administrative services required to perform the above services;
 - (k) comply with the Participant Grower's obligations under the Licence Agreements (except for those relating to the payment of fees) by ensuring that the Participant Grower carries out on the Land only those activities he or she is entitled to carry out under the Licence Agreements and then only subject to the terms of the Licence Agreements; and
 - (l) review the Management Plan and, if necessary, make amendments to it in accordance with this Agreement; and
 - (m) in accordance with clause 7, undertake all marketing activities in respect of the future sale of Citrus, including without limitation entering into forward sales agreement in respect of Citrus and foreign exchange hedging agreements, as required and monitor and supervise the performance of all contractors in that regard.

Existing Orchard – Citrus Tree Management Services

These services will be carried out by Timbercorp Securities from the Commencement Date until 30 June 2005. The services relate to the maintenance of Citrus Trees on the Existing Orchard. The services are:

- (n) undertake a comprehensive internal quality assurance audit in respect of the Citrus Trees, their general health and growth rates, and all infrastructure associated with the application of fertiliser and water to the Citrus Trees including valves, dripper lines and other things;
- (o) obtain a formal verification by 30 June 2005 from an expert that the Existing Orchard is of an appropriate standard and all required services have been performed are to an appropriate standard;
- (p) cultivate, tend, cull, replant, spray and otherwise care for the Citrus Trees, as necessary;
- (q) prune the Citrus Trees by mechanical or other methods;
- (r) conduct tests to ascertain the availability of nutrients in the soil and, based on the results, take whatever action is required to maintain the growth rate and

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- productivity of the Citrus Trees;
- (s) undertake pest control, fungicide control and other Citrus Tree disease preventative measures, as necessary;
 - (t) operate the irrigation system at various times in order to irrigate the Existing Citruslots;
 - (u) not discriminate between Participant Growers in the supply of water under the Required Water Licences;
 - (v) fertilise the Existing Orchard and the Existing Citruslots as required, in accordance with Best Horticultural Practices, to maintain satisfactory rates of growth and productivity of the Citrus Trees;
 - (w) in its absolute discretion and without needing the Participant Grower's consent, destroy any of the Citrus Trees which are damaged or which have contracted an exotic, noxious or incurable disease, and replant any of the Citrus Trees in need of replacement in accordance with the terms of any agreement made with suppliers of the Citrus Trees;
 - (x) as far as reasonably possible, keep the Existing Orchard free from competitive weeds or other vegetation which may affect the growth or yield of the Citrus Trees;
 - (y) protect the Citrus Trees from insect infestation, disease and other things using Best Horticultural Practices, including (as necessary) applying herbicides or pesticides and spraying under the Citrus Trees as permitted by law;
 - (z) regularly inspect and repair all stakes, fences and other equipment including plant and machinery such as tractors and other vehicles used during the period ending 30 June 2005 to carry out tree maintenance services on the Existing Citruslots;
 - (aa) inspect and, where appropriate, retie the Citrus Trees to stakes in accordance with Best Horticultural Practices; and
 - (bb) carry out any other activity that may be required to generally maintain the Existing Orchard in accordance with Best Horticultural Practice or in respect of the provision of the services listed in paragraphs (n)-(aa) above including:
 - (i) training of staff in the use of equipment, infrastructure and performance of duties;
 - (ii) supervising of contractors performing any of the services; and
 - (iii) obtaining professional services and advice which Timbercorp Securities may consider necessary or desirable in connection with the services.

5.2A Subsequent Year Services

Without limiting the generality of clause 5.1, commencing on 1 July 2005 and during each subsequent Financial Year during the term of the Project, Timbercorp Securities will carry out the following services on the Participant Grower's Citruslots. Timbercorp Securities may determine the most appropriate time to carry out the services. The services are:

- (a) intentionally left blank;
- (b) prepare a market report to the Participating Grower detailing the following:
 - (i) world market situation (covering crop positions in major producing countries and general supply/demand dynamics);

-
- (ii) the Australian supply situation (covering the expected crop size for Australia);
 - (iii) the domestic market situation (covering the Australian market and prices achieved over the past 3, 6 and 12 months or any other relevant periods);
 - (iv) the export market situation (covering each of the main export markets and prices achieved over the past 3, 6 and 12 months or any other relevant periods);
 - (v) information on project crop (covering new or potential supply contracts and markets, key customers, promotional activities and other relevant matters);
 - (vi) 12-month outlook (covering expected supply/demand and price trends over upcoming 12 month period having regard to exchange rate fluctuations, CPI movements and other relevant matters);
medium-term outlook (covering a 2-5 year period);
 - (vii) any new articles in relation to the supply, consumption and pricing of Citrus; and
 - (viii) other relevant market information.
- (c) in respect of the 2006 Financial Year only, following the completion of planting of all Citrus Trees on the New Orchard:
- (i) undertake an internal quality assurance audit in respect of the Citrus Trees, stakes, and all infrastructure associated with the application of fertiliser and water including valves, pumps, dripper lines, moisture monitoring equipment ; and
 - (ii) obtain a formal verification from an expert that the New Orchard is of an appropriate standard and all required services have been performed and to an appropriate standard
- (d) prune the Citrus Trees by mechanical or other methods;
- (e) as permitted by law, control or eradicate rabbits and other vermin which have caused or may cause damage to the Citrus Trees or the relevant Citruslots by fumigating and poisoning and complying with the provisions of all relevant statutes, regulations and by-laws (and all amendments) and any other statutes, rules, regulations and by-laws relating to or affecting the Citruslots or the Participant Grower;
- (f) undertake pest control, fungicide control and other Citrus Tree disease preventative measures, as necessary;
- (g) operate the irrigation system at various times in order to irrigate the relevant Citruslots;
- (h) at its discretion, conduct tests to ascertain the availability of nutrients in the soil on the Citruslots and, based on the results, take whatever action is required to maintain the growth rate and productivity of the Citrus Trees;
- (i) fertilise the Citruslots as required, in accordance with Best Horticultural Practice;
- (j) in its absolute discretion and without needing the Participant Grower's consent, destroy any of the Citrus Trees or Citrus which have contracted an exotic, noxious or incurable disease;
- (k) as necessary, keep in good repair and condition all fences, irrigation and adequate fire-breaks and other improvements within the Orchard;
- (l) keep the improvements on the Citruslots in good and substantial repair;

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- (l) maintain fire breaks in accordance with regulatory and insurance requirements and Best Horticultural Practice;
 - (m) maintain the Citruslots in accordance with Best Horticultural Practices including using soil management technique methods to reduce erosion and maintain soil quality;
 - (n) as far as reasonably possible, keep the relevant Citruslots free from competitive weeds or other vegetation which may affect the growth or yield of the Citrus Trees;
 - (o) protect the Citrus Trees from insect infestation, disease and competition from competing growth using Best Horticultural Practice, including applying herbicides or pesticides to the relevant Citruslots and spraying under the Citrus Trees as permitted by law;
 - (p) keep proper and accurate records of all fertilisers, nutrients and other chemicals applied to the relevant Citruslots or Citrus Trees;
 - (q) regularly inspect and repair all stakes, fences and irrigation equipment on the relevant Citruslots;
 - (r) properly maintain all plant and machinery used in the performance of the services;
 - (s) inspect and, where appropriate, retie the Citrus Trees to stakes and attach Citrus Trees to stakes in accordance with Best Horticultural Practices;
 - (t) replant any of the Citrus Trees in need of replacement in accordance with the terms of any agreement made with suppliers of the Citrus Trees;
 - (u) comply with the Participant Grower's obligations under the Licence Agreements (except for those relating to payment of fees);
 - (v) keep current with a reputable insurer the insurance policies described in clause 12 and carry out all other activities in respect of arranging insurance of the Citrus;
 - (w) carry out any other obligation to be performed by Timbercorp Securities pursuant to the terms of any agreement entered into by Timbercorp Securities;
 - (x) not discriminate between Participant Growers in the supply of water under the Required Water Licences;
 - (y) if additional water in excess of the amounts described in the Licence Agreements is required from time to time in order to irrigate the Orchard and such additional water can be reasonably procured by way of temporary water rights, procure such additional water and supply it to all Participant Growers, at a cost to the Participant Growers under clause 11.3 of this Agreement, calculated and to be taken into account as Timbercorp Securities' reasonable costs of procuring the additional water in operating the relevant Citruslots;
 - (z) review and update the Management Plan for the Project, including a horticultural plan for the Orchard, horticultural program, operational plan and annual financial and operational budgets in relation to these horticultural matters, review the Management Plan and, if necessary, make amendments to it;
 - (aa) obtain professional services and advice which Timbercorp Securities may consider necessary or desirable in connection with the maintenance of the Citruslots and the Citrus Trees;
 - (bb) prepare the reports and statements described in clauses 8 and 13 and provide

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- (cc) the administrative services required to perform the above services; in accordance with clause 7, undertake all marketing activities in respect of the sale or future sale of Citrus, including without limitation entering into forward sales in respect of Citrus and foreign exchange hedging agreements, as required, and monitor and supervise the performance of contractors in that regard;
 - (dd) provide any other service or thing which, in the reasonable opinion of Timbercorp Securities, is incidental or ancillary to the ongoing management of the relevant Citruslots; and
 - (ee) comply with all laws and regulations relating to the use of the Citruslots.

5.3 No Unlawful Acts

Timbercorp Securities must not do or allow any unlawful act to be done on or adjacent to the Orchard and nothing in this Agreement or in the Management Plan for any Financial Year will require Timbercorp Securities to do so.

5.4 Notify Land Owner or Timbercorp of Notices

Timbercorp Securities must give the Land Owner or Timbercorp, as the case requires, a copy of any notice (other than rates notices), which it receives from any Authority with respect to the relevant Citruslots or the Orchard within seven days after receipt of the notice.

5.5 Commencement of Orchard Services

Timbercorp Securities must commence to carry out or cause the commencement of the carrying out of the Orchard Services under this clause 5 on behalf of the Participant Grower on the Commencement Date.

6. HARVESTING

6.1 Harvesting

Each year during the Term on and from the Entitlement Date, Timbercorp Securities will, in accordance with Best Horticultural Practice, test the maturity of the Citrus to determine whether the Citrus Trees are ready for harvesting and, having done so, will harvest the mature Citrus Trees.

6.2 Harvesting Method

Harvesting must be done by Timbercorp Securities in accordance with Best Horticultural Practices by any method (including machine harvesting) deemed appropriate by Timbercorp Securities.

6.3 Delivery

Timbercorp Securities will promptly deliver all harvested Citrus to a delivery point or points to enable the Citrus to be processed and sold.

6.4 Storage

- (a) Until the harvested Citrus are delivered, Timbercorp Securities will store the Participant Grower's Participating Interest in the Citrus in an appropriate manner to minimise the deterioration of the Citrus quality.

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- (b) The Participant Grower's Participating Interest in the Citrus may be stored on the Orchard or any other premises whether or not owned or operated by Timbercorp Securities.

6.5 Early Harvests

The Participant Grower agrees that until the relevant Citruslots enter commercial production, Timbercorp Securities may harvest immature Citrus from those Citruslots and use them for promotional and marketing purposes.

7. PROCESSING AND SALE

7.1 Processing of Citrus

Timbercorp Securities will procure the processing of the Participant Grower's Participating Interest in the Citrus into Product and will enter into a Project Document as agent and attorney for the Participant Grower.

7.2 Marketing and Sale

Timbercorp Securities will:

- (a) sell the Participant Grower's Participating Interest in the Product, using its reasonable endeavours to seek to maximise returns, and on such terms and conditions as Timbercorp Securities in its absolute discretion determines and, for this purpose, it is authorised to and will enter into a Project Document for the sale of the Participant Grower's Participating Interest in the Product as agent and attorney for the Participant Grower, and/ or the Responsible Entity on behalf of the Participant Grower; and
- (b) in the event that Responsible Entity determines that any part of the Participant Grower's Participating Interest in the Citrus should not or could not be sold as Product, put such Citrus to commercial use, using its reasonable endeavours to seek to maximise returns, on such terms and conditions as Timbercorp Securities determines in its absolute discretion and, for this purpose, it is authorised to and will enter into any agreement as agent and attorney for the Participant Grower, and/or the Responsible Entity on behalf of the Participant Grower.

7.3 Acknowledgement by the Participant Grower

- (a) The Participant Grower acknowledges and agrees that the Citrus and the proceeds of sale of all the Product or Citrus will be divided pro rata according to the Participating Interest of each of the Participating Growers in the Project in the Product or Citrus.
- (b) The Participating Grower authorises and directs Timbercorp Securities to:
 - (i) gather in the Participant Grower's Participating Interest in the Citrus;
 - (ii) procure the processing of the Participant Grower's Participating Interest in the Citrus; and
 - (iii) then store, market and sell the Participant Grower's Participating Interest in any unprocessed Citrus and the Product,with those of other Participating Growers in the Project without having regard to the quantity or quality of the particular Citrus or Product from the particular Citruslots of any Participating Growers in the Project, and the Participating

Grower authorises Timbercorp Securities to do so.

7.4 Lien

- (a) The Participant Grower acknowledges and agrees with Timbercorp Securities that Timbercorp Securities can call for a first and paramount lien at any time in respect of the Participant Grower's Participating Interest in the Citrus and Product until such time as any outstanding fees or expenses due and payable to Timbercorp Securities under this Agreement have been paid.
- (b) Timbercorp Securities is authorised to sell or cause to be sold any of the Participant Grower's Participating Interest in the Citrus and Product over which Timbercorp Securities has the lien for the purpose of applying the sale proceeds in payment of any outstanding fees or expenses due to Timbercorp Securities.
- (c) Nothing in this clause 7.4 is intended to create a charge.

7.5 Action for Recovery of Sale Proceeds

In the event that a payment due by a purchaser of the Product or Citrus under an agreement for the sale of the Product or Citrus is overdue, the Participant Grower authorises Timbercorp Securities to take any action which it reasonably considers to be necessary for the purpose of recovering any such outstanding payments or any Product or Citrus from the purchaser.

8. ADMINISTRATIVE SERVICES

8.1 Services

Timbercorp Securities agrees to provide the following administrative services throughout the Term of the Agreement:

- (a) prepare reports to Participant Growers on the allocation and location of Participant Growers' Citruslots;
- (b) prepare reports to Participant Growers detailing the work to be done on each Participant Grower's Citruslot;
- (c) prepare reports to Participant Growers on the matters described in clauses 13.5 and 13.6;
- (d) prepare a statement to the Participant Grower to assist with the preparation of income tax returns;
- (e) record the Participant Grower's transactions and make payments on behalf of the Participant Grower;
- (f) provide general administrative management of the Project;
- (g) review the sales and marketing plan for the Project; and
- (h) co-ordinate visits of Participant Growers to inspect their Citruslots.

9. ACCESS TO ORCHARD

9.1 Timbercorp Securities has Access

Timbercorp Securities and its invitees will be entitled to such access to the relevant

Citruslots and Citrus Trees as is necessary or desirable to perform Timbercorp Securities' obligations under this Agreement, the Constitution and the agreements in respect of the relevant Citruslots of all Participant Growers in the Project.

9.2 Removal of Timbercorp Securities' Property after Termination

Timbercorp Securities may remove from the Citruslots such plant and equipment, implements, furniture and other items brought onto the Citruslots within one month after the termination of this Agreement and may enter the Citruslots for the purpose of removing such items.

9.3 Roads and Tracks

- (a) Timbercorp Securities is entitled (but has no obligation) to construct and maintain roads and tracks on the Citruslots primarily and principally to provide access to and from the Orchard from a public road for the:
 - (i) cultivation, maintenance and tending of the Citrus Trees and the Citrus;
 - (ii) harvesting of the Citrus; and
 - (iii) removal of the Citrus.
- (b) Where Timbercorp Securities has removed any material for road building purposes, Timbercorp Securities must use reasonable endeavours to return the surface of the land to an appearance as close as possible to the appearance of the surface of surrounding land.

9.4 Participant Grower's Access

Provided the Participant Grower first gives Timbercorp Securities 7 days' prior notice in writing, Timbercorp Securities must permit the Participant Grower or its duly authorised representatives to have access, at the Participant Grower's expense and risk, at all reasonable times to the relevant Citruslots and the facilities located on them.

9.5 Warranty as to Access

The Participant Grower warrants that:

- (a) it has the right to grant access to the relevant Citruslots for the performance by Timbercorp Securities of its obligations under this Agreement, the Constitution and the Project Documents in respect of the relevant Citruslots of all Participant Growers in the Project; and
- (b) the exercise by Timbercorp Securities of its rights under this Agreement will not constitute a trespass against, or an interference with the rights of, the Land Owner, any of the other Participant Growers in the Project or any person who derives title through or under the owner or any of the Participant Growers in the Project.

9.6 Failure to Perform if Access Denied

Timbercorp Securities will not be liable for any failure to perform its obligations under this Agreement, which arises because it is denied access to, or possession or occupation of, the Orchard or any part of it by any Participant Growers in the Project.

10. NO LEASE OR LICENCE

This Agreement does not create or confer any leasehold or proprietary interest or licence in favour of Timbercorp Securities concerning the relevant Citruslots.

11. TIMBERCORP SECURITIES' FEES

11.1 Annual Fee and Charges Payable by Early Participant Growers

Where the Participant Grower is an Early Grower, the Participant Grower must pay Timbercorp Securities the following management fees and charges in respect of the Orchard Services and all other services to be provided under this Agreement:

- (a) in consideration of the Orchard Services and all other services to be provided under this Agreement in the period commencing on the Commencement Date and ending on 30 June 2005 an amount of \$6,363.64 per Citruslot payable in advance on or before the Commencement Date; and
- (b) in consideration of the Orchard Services and all other services to be provided under this Agreement in the period 1 July 2005 to 30 June 2006:
 - (i) an amount of \$2,727.27 per Citruslot payable on 31 October 2005; and
 - (ii) for each Citruslot, an amount equal to 2.0% of the Participant Grower's Participating Interest of the Gross Proceeds from the sale of Citrus and Product in each Financial Year of the Project payable out of and at the time the Proceeds are received by Timbercorp Securities as the Responsible Entity (less any deductions and adjustments permitted under this Agreement, the Constitution, the Licence Agreements and the Project Documents);
- (c) in consideration of the Orchard Services and all other services to be provided under this Agreement in the period 1 July 2006 to 30 June 2007:
 - (i) an amount of \$2,727.27 per Citruslot payable on 31 October 2006; and
 - (ii) for each Citruslot, an amount equal to 2.0% of the Gross Proceeds of the sale of Citrus and Product in each Financial Year of the Project payable out of, and at the time the Proceeds are received by Timbercorp Securities as the Responsible Entity (less any deductions and adjustments permitted under this Agreement, the Constitution, the Licence Agreements and the Project Documents); and
- (d) thereafter, in consideration of the Orchard Services and all other services to be provided under this Agreement in each subsequent Financial Year during the Term, the fees and costs specified in clause 11.3.

11.2 Annual Fee and Charges Payable by Post 30 June Participant Growers

Where the Participant Grower is a Post 30 June Grower, the Participant Grower must pay Timbercorp Securities the following management fees and charges in respect of the Orchard Services and all other services to be provided under this Agreement:

- (a) in consideration of the Orchard Services and all other services to be provided under this Agreement in the period commencing on the Commencement Date and ending on 30 June 2006 an amount of \$7,727.27 per Citruslot payable in

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- advance on or before the Commencement Date; and
- (b) in consideration of the Orchard Services and all other services to be provided under this Agreement in the period 1 July 2006 to 30 June 2007:
 - (i) an amount of \$2727.27 per Citruslot payable on 31 October 2006; and
 - (ii) for each Citruslot an amount equal to 2.0% of the Gross Proceeds of the sale of Citrus and Product in each Financial Year of the Project payable out of and at the time the Proceeds are received by Timbercorp Securities as the Responsible Entity (less any deductions and adjustments permitted under this Agreement, the Constitution, the Licence Agreements and the Project Documents);
 - (c) in consideration of the Orchard Services and all other services to be provided under this Agreement in the period 1 July 2007 to 30 June 2008:
 - (i) an amount of \$2727.27 per Citruslot payable on 31 October 2007; and
 - (ii) for each Citruslot an amount equal to 2.0% of the Gross Proceeds of the sale of Citrus and Product in each Financial Year of the Project payable out of and at the time the Proceeds are received by Timbercorp Securities as the Responsible Entity (less any deductions and adjustments permitted under this Agreement, the Constitution, the Licence Agreements and the Project Documents); and
 - (d) thereafter, in consideration of the Orchard Services and all other services to be provided under this Agreement in each subsequent Financial Year during the Term, the fees and costs specified in clause 11.3.

11.3 Management Fees payable by all Participant Growers

- (a) For each Financial Year after:
 - (i) 30 June 2007 for Early Growers, commencing on 31 October 2007 and each subsequent 31 October; and
 - (ii) 30 June 2008 for Post 30 June Growers, commencing on 31 October 2008 and each subsequent 31 October,

Timbercorp Securities will be entitled to be paid in respect of all the Participant Grower's relevant Citruslots for the relevant Financial Year, the estimated costs of operating the relevant Citruslot (which will include an allocation of overhead costs incurred by Timbercorp Securities or its contractors that will not exceed \$25 per relevant Citruslot, Indexed (adopting 30 June 2005 as the base date)), as adjusted under paragraph 11.3(b);

- (b) Timbercorp Securities will:
 - (i) when notifying the Participant Grower under paragraph 11.3(a) of the estimated costs of operating the relevant Citruslots, notify the Participant Grower of its Participating Interest of the actual costs of Timbercorp Securities operating the relevant Citruslots for the preceding Financial Year, including overhead costs incurred by Timbercorp Securities or its contractors; and
 - (ii) adjust the estimated costs of operating the relevant Citruslots for the current Financial Year by the difference between the actual costs and the costs estimated by Timbercorp Securities under paragraph 11.3(b)(i) for the preceding financial year unless the surplus per relevant Citruslots has been added, or the excess per relevant

Citruslots has been deducted, from any distribution of Proceeds made to the Participant Grower following the end of the preceding Financial Year.

- (c) For each Financial Year in which Citrus or Product is sold, the Grower will pay its prescribed proportion of sorting, grading and packing costs. These costs (if any) will be deducted by the sales agent from the proceeds of sale before paying the proceeds to Timbercorp Securities.

11.4 Responsible Entity to make certain payments

The Participant Grower agrees and acknowledges that the Responsible Entity is authorised to:

- (a) deduct from the Proceeds to which the Participant Grower is entitled, any amounts payable by the Participant Grower under this Agreement, the Licence Agreements, the Project Documents and the Constitution including any amounts which are outstanding and in arrears; and
- (b) pay the deducted amounts to the persons entitled to them.

11.5 Incentive Fee

- (a) Timbercorp Securities will be entitled to be paid an incentive fee in a Financial Year by the Participant Grower out of, and immediately prior to, any distribution 25% of so much of the annual Net Proceeds received by the Participant Grower in a Financial Year as exceeds the Incentive Fee Threshold.
- (b) But, if in the immediately preceding Financial Year, the Net Proceeds received by the Participant Grower were less than the Incentive Fee Threshold the amount of the deficit must be deducted from the Net Proceeds when calculating the fee payable to Timbercorp Securities under this clause 11.5 in respect of the Financial Year to which reference is first made.

11.6 Discontinuance or suspension of CPI

- (a) If the CPI is discontinued or suspended, such other index number that most closely reflects changes in the cost of living for the eight capital cities of Australia as is mutually agreed between Timbercorp Securities and the Participant Grower will replace it as the new "CPI" or, if they fail to agree, such alternative index number, as in the opinion of an expert appointed by the President for the time being of the Institute of Chartered Accountants (Victorian Division) at the request of either of them most closely reflects changes in the cost of living for the eight capital cities of Australia will replace it as the new "CPI".
- (b) The cost of any expert determination carried out under this clause must be borne equally between Timbercorp Securities and the Participant Grower.

11.7 Capacity

All fees and other amounts to be paid to Timbercorp Securities under this Agreement are paid to Timbercorp Securities in its personal capacity.

12. INSURANCE

12.1 Timbercorp Securities to Keep Insurance

Timbercorp Securities will be responsible for obtaining and keeping or procuring some other person to procure and keep policies of insurance, on behalf of the Participant Growers in the Project with a reputable insurer against damage to the Orchard, which is caused by fire or other insurable risks, including public risk and occupier's liability provided that the cost of any such insurance is economically justified and it does not include crop insurance (unless specifically agreed between Timbercorp Securities and the Participant Grower from year to year).

12.2 Names of Policies

All policies of insurance obtained by Timbercorp Securities in accordance with clause 12.1 must be in the names of or note the interests of Timbercorp Securities, the Land Owner, Timbercorp and all the Participant Growers.

12.3 No party may Prejudice Insurance Policies

No party will at any time during the Term permit or suffer to be done (and nothing in this Agreement will require Timbercorp Securities to permit or suffer to be done) any act, matter or thing upon the Orchards whereby any insurances in respect of the Orchard or any Participant Grower's Citruslots (or any part thereof) may be prejudiced or rendered void or voidable, or whereby the rate of premium on any insurance policy will be liable to be increased.

13. MANAGEMENT PLAN AND REPORTS

13.1 Management Plan

- (a) In performing its obligations under this Agreement, Timbercorp Securities must observe and act in accordance with, the Management Plan.
- (b) Despite the preceding paragraph, Timbercorp Securities is not required to follow or comply with the Management Plan to the extent that a written recommendation or direction from the Participant Grower under clause 13.2 requires Timbercorp Securities to do something that is not in accordance with the Management Plan.

13.2 Recommendation or Direction by the Participant Grower

Timbercorp Securities must consider any recommendation or direction made by a Participant Grower and where it is satisfied that any such recommendation or direction is in the interests of the Participant Growers and the Project generally, Timbercorp Securities must use its best endeavours to carry out the recommendation or direction in accordance with the terms and conditions set out in this Agreement.

13.3 Changes to Management Plan

At any time during the Financial Year to which a Management Plan relates, Timbercorp Securities may make changes to that Management Plan.

13.4 Performance of Management Services

Timbercorp Securities will have complete discretion as to the manner and method of

conducting the Project Operations, subject to the express terms of this Agreement.

13.5 Reports

Within 4 months after the end of each Financial Year during this Agreement Timbercorp Securities will send a report to the Participant Grower that addresses and contains information concerning the following matters:

- (a) the results of the harvest of Citrus;
- (b) the condition of the Orchard, the Participant Grower's Citruslots and Citrus Trees;
- (c) any other matters which Timbercorp Securities considers material concerning the Orchard, the relevant Citruslots or the Project and which ought reasonably to be made known to the Participant Grower; and
- (d) any other matter reasonably requested by the Participant Grower.

13.6 Statements of Income and Expenses

Within 4 months after the end of each Financial Year, commencing at the end of the Financial Year in which the Citrus Trees start to produce Citrus, Timbercorp Securities will send to the Participant Grower an annual statement of income and expenses relating to the management of the relevant Citruslots and the sale of the Participant Grower's Participating Interest in the Product or Citrus during the relevant Financial Year.

14. DISTRIBUTIONS

14.1 Distribution of Proceeds to the Participant Growers

Subject to this Agreement, Timbercorp Securities as the Responsible Entity will pay to the Participant Grower the amount of Proceeds standing to the credit of the Participant Grower in the Agency Account in accordance with the Constitution.

15. TERMINATION AND DEFAULT

15.1 Termination by the Participant Grower

The Participant Grower may terminate this Agreement by notice in writing to Timbercorp Securities:

- (a) immediately, if Timbercorp Securities:
 - (i) goes into liquidation other than for the purposes of reconstruction or amalgamation or a Controller or Administrator is appointed in relation to the undertaking of Timbercorp Securities or any part of its undertaking;
 - (ii) ceases to carry on business; or
 - (iii) fails or neglects to pay any moneys due to the Participant Grower, or is in default of any material obligation under this Agreement and such default continues for a period of 3 months after receipt by Timbercorp Securities of written notice from the Participant Grower specifying the default and requesting that the default be remedied (except where Timbercorp Securities has advised the Participant Grower of a plan of

remedial action to satisfy any such duty and has substantially completed such plan); or

- (b) 6 months (or such shorter period as Timbercorp Securities and the Participant Growers agree) after the Participant Growers by Special Resolution at a meeting of Participant Growers resolve to terminate the engagement of Timbercorp Securities under the Agreement.

15.2 Termination by Timbercorp Securities

- (a) Timbercorp Securities may terminate this Agreement, with immediate effect in respect of all the Citruslots of the Participant Grower, if the Participant Grower fails to make a payment within the required time under this Agreement in relation to any Citruslot of the Participant Grower or the Constitution or commits a material breach of this Agreement in relation to any Citruslot of the Participant Grower or the Constitution and fails to remedy the breach or make reasonable compensation in money within 30 days after Timbercorp Securities has served a written notice on the Participant Grower specifying the breach and requiring the Participant Grower to remedy the breach.
- (b) If this Agreement is terminated under paragraph 15.2(a) then:
 - (i) the Participant Grower loses all rights as a participant in the Project;
 - (ii) the Participant Grower remains liable for payment of all fees in respect of work done by Timbercorp Securities, and
 - (iii) the procedure for the consequences of termination as set out in clause 18 of the Constitution must be followed.

15.3 Termination of Licence Agreements

This Agreement terminates in respect of the relevant Citruslots immediately if the Licence Agreements are terminated in respect of the relevant Citruslots for any reason.

15.4 Relinquish Property and Books and Records

Provided that the Participant Grower has paid all of the fees and other moneys due to Timbercorp Securities and it is not otherwise in breach of any of its obligations under this Agreement, Timbercorp Securities must relinquish custody and control to the Participant Grower or as the Participant Grower directs, of all property of the Participant Grower held by Timbercorp Securities under this Agreement and all books and records and documents kept under this Agreement upon cancellation of the engagement of Timbercorp Securities or termination of this Agreement, other than those which Timbercorp Securities is required by law to keep.

15.5 Effect of Termination

- (a) The termination of this Agreement (whether under this clause 15 or under any other clause) will terminate the rights and obligations of the parties under this Agreement except to the extent that those rights and obligations are expressed to survive termination.
 - (b) The termination of this Agreement will not prejudice any right, power or remedy to the extent that it accrued prior to or on termination.
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16. EXCUSES FOR NON PERFORMANCE

16.1 Force Majeure

Timbercorp Securities will not have any obligation to observe or comply with the terms of this Agreement to the extent that the observance of, or compliance with, those terms is prevented by Force Majeure.

16.2 Lack or unavailability of funds

Performance or fulfilment of an obligation is not to be taken to be prevented by Force Majeure if it is prevented by lack of funds or by inability to use available funds resulting from Force Majeure.

16.3 Liability

Timbercorp Securities' failure to observe or comply with the terms of this Agreement will not give rise to any liability to the Participant Grower for any direct or indirect consequential or special loss or damage of any kind to the extent that the failure to observe or comply with those terms is attributable to Force Majeure.

16.4 Definition of Force Majeure

For the purposes of this Agreement, "**Force Majeure**" means any event or circumstance not reasonably within the control of Timbercorp Securities or which Timbercorp Securities is not reasonably able to prevent. It includes:

- (a) pestilence, vermin, disease, fire, acts of God, landslide, earthquake, flood, washout, lightning, storm, drought, seasonal and climatic conditions and the elements;
- (b) strikes, lock-outs, bans, work limitations, boycotts and industrial disturbances or action;
- (c) act of the enemies, wars, blockades, insurrection, riots and civil disturbances;
- (d) orders of any court or the order, act or omission or failure to act of any government or governmental authority or instrumentality (including any failure to grant or any withdrawal of any licences, consent or authority);
- (e) epidemic or quarantine;
- (f) shortage or unavailability of equipment, materials or labour or any restriction on equipment, materials or labour or on the use of equipment, materials or labour;
- (g) delays in transportation or communication; and
- (h) breakage or breakdown of, or damage to, equipment or machinery, or the necessity to repair equipment or machinery to prevent its breakdown.

Each of these paragraphs and each of the terms within each paragraph are to be construed separately and independently. None of them is to limit the generality of any other.

17. LIMITATION OF THE PARTICIPANT GROWER'S LIABILITY

17.1 No obligation beyond Fees and Expenses

Despite anything else contained in this Agreement, the Participant Grower is not obliged to contribute any money in respect of the Project Operations beyond the fees and other amounts payable by the Participant Grower under the Constitution, the Licence Agreements and this Agreement.

17.2 Limitation of Liability

Despite anything else contained in this Agreement, the liability of the Participant Grower is absolutely limited to the fees and other amounts paid or payable to Timbercorp Securities under the Constitution, the Licence Agreements and this Agreement and to any Proceeds to which the Participant Grower is entitled.

17.3 Timbercorp Securities to disclose

In any contract which Timbercorp Securities enters into on behalf of the Participant Grower, to the extent practicable, Timbercorp Securities must disclose that:

- (a) it is contracting as agent for the Participant Grower;
- (b) the liability of the Participant Grower in respect of the Project Operations and the Licence Agreements is limited to the amount of money contributed by the Participant Grower as provided in clause 17.1; and
- (c) the Participant Grower is under no liability to the other party to the contract or to any of its servants or agents, whether in contract or otherwise, beyond the money contributed by the Participant Grower as provided in clause 17.1 and to any Proceeds to which the Participant Grower is entitled.

18. DISPUTES

18.1 Referral by the Participant Grower

- (a) Any dispute or difference whatsoever in connection with this Agreement must be dealt with by the Participant Grower as follows in the event that the dispute or difference is unable to be resolved by Timbercorp Securities to the Participant Grower's satisfaction:
 - (i) if the dispute or difference falls within the rules of the Financial Industry Complaints Service Limited (**FICS**) or Insurance Brokers Disputes Limited (**IBD**), the Participant Grower may refer the dispute or difference to FICS or IBD, for determination in accordance with FICS' or IBD's rules, as the case requires; or
 - (ii) if:
 - (A) the dispute or difference does not fall within the rules of FICS or IBD; or
 - (B) the Participant Grower does not wish to refer the dispute or difference to FICS or IBD in accordance with paragraph 18.1(a)(i),the dispute or difference must be submitted by the Participant Grower to arbitration in accordance with, and subject to, the Institute of

Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:

- (C) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (D) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
- (i) subject to any right of appeal contained in the rules of FICS or IBD, agree to accept the determination of FICS, IBD or the arbitrator, as the case requires, in accordance with paragraph 18.1(a) as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.

18.2 Timbercorp Securities

- (a) Clause 18.1 is for the benefit of Timbercorp Securities only, and it does not prevent Timbercorp Securities from:
- (i) commencing proceedings against the Participant Grower in any relevant jurisdiction;
 - (ii) submitting any dispute or difference whatsoever with a Participant Grower in connection with this Agreement to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (A) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (B) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
- (i) agree to accept the determination of the arbitrator in relation to any dispute or difference referred to arbitration in accordance with paragraph 18.2(a), as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.
- (c) Timbercorp Securities must ensure that it has an internal complaints handling procedure that conforms where reasonably possible to the procedure set out in clauses 25.2, 25.3 and 25.4 of the Constitution.

19. COUNTERPARTS

- (a) This Agreement may consist of a number of counterparts and if so the counterparts taken together will constitute the one instrument.
- (b) The Participant Grower covenants with Timbercorp Securities that it will at the request of Timbercorp Securities execute any further counterparts in the form or to the effect of this Agreement, which counterparts may include a lesser or greater number of Participant Growers to those executing this instrument so long as in no circumstances will the rights or entitlement of any Participant Grower be diminished.
- (c) The Participant Grower and Timbercorp Securities agree that by their

execution of any counterpart of this Agreement they will be and remain liable to each other despite that any other person intended to be a party does not sign or execute this or any other counterpart of the Agreement.

20. MISCELLANEOUS

20.1 Further Assurances

The Participant Grower and Timbercorp Securities must execute all agreements and take all other action necessary or desirable to give full effect to this Agreement.

20.2 Entire Understanding

This Agreement contains the entire understanding between the Participant Grower and Timbercorp Securities concerning the subject matter contained in it. All previous representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect, other than the PDS and any agreement executed by the Participant Grower and Timbercorp Securities that is clearly intended to be supplemental to this Agreement or in substitution for it.

20.3 Waiver and Exercise of Rights

- (a) A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right to exercise any other right.
- (b) No party is liable for any loss or expense of another party caused or partly caused by the waiver, exercise or failure to exercise a right.

20.4 Parties to Give Effect to the Agreement

- (a) The Participant Grower and Timbercorp Securities must exercise all powers as are available to it, do all such acts and things and sign, execute and deliver all documents as may be necessary or reasonably required to give full effect to this Agreement.
- (b) If the Participant Grower immediately after being requested by Timbercorp Securities fails to do the act or thing, the Participant Grower irrevocably appoints Timbercorp Securities as its attorney for the purpose of giving effect to this clause.
- (c) The Participant Grower indemnifies Timbercorp Securities and holds it harmless from and against all actions, suits, demands and claims consequent upon the exercise of the power granted under this clause 20.4.

20.5 Stamp Duty

- (a) Timbercorp Securities will pay the stamp duty payable in relation to this Agreement.
- (b) The Participant Grower will pay any duty payable in proportion to its Participating Interest in relation to any agreement executed pursuant to this Agreement, including all Project Documents.

20.6 Amendments

- (a) This Agreement may be amended by another document in writing and duly signed by the parties to this Agreement.

- (b) Subject to paragraph 20.6(c), Timbercorp Securities may amend the provisions of this Agreement to such extent as may be required to:
 - (i) satisfy the requirements of any statute, ordinance, rule, regulation or by-law which may be passed and which affects the Project;
 - (ii) comply with the effect of any judicial decision; or
 - (iii) enable the provisions of this Agreement, or the Project, to be more conveniently, advantageously, profitably or economically administered or managed.
- (c) Before Timbercorp Securities may amend the Agreement as provided under paragraph 20.6(b), the Responsible Entity must be reasonably satisfied that the amendment does not adversely affect the rights of the Participant Growers.
- (d) Timbercorp Securities may make the amendments on behalf of itself, and the Responsible Entity on behalf of the Participant Growers. To give effect to this clause, each of the Participant Growers appoints the Responsible Entity as its attorney to make amendments to this Agreement.
- (e) If the Responsible Entity cannot be satisfied that the amendments can be made in accordance with paragraph 20.6(c), then amendments may only be made in accordance with paragraph 20.6(a).

20.7 Constitution

The rights and obligations of the parties under this Agreement are subject to the terms and conditions of the Constitution.

20.8 GST

- (a) If any supply made by a party ("**Supplier**") to the other ("**Recipient**") under this Agreement is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the value of the taxable supply (the "**GST Exclusive Amount**") and not the price for that taxable supply.
- (b) In addition to the GST Exclusive Amount for a taxable supply under this Agreement, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST rate in force from time to time.
- (c) The GST payable under paragraph 20.8(b) is payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Agreement.
- (d) The right of a Supplier to payment under this clause is subject to a valid tax invoice, which complies with GST Law, being issued and delivered by the Supplier to the Recipient.
- (e) If a payment to satisfy a claim or a right to claim under or in connection with this Agreement, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with paragraph 20.8(b).
- (f) If an Authority orders that a payment be made to a party to satisfy a claim under or in connection with this Agreement, and such payment will give rise to a liability to pay GST, the parties authorise the Authority to order that a further

amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.

- (g) If a party has a claim under or in connection with this Agreement for a cost on which that party must pay GST, the claim is for the cost plus all GST, except any GST for which that party is entitled to an input tax credit, including a reduced input tax credit or an adjusted input tax credit.
- (h) If a party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.

20.9 Proper Law

This Agreement is governed by and to be interpreted in accordance with the laws of Victoria and the parties to this Agreement submit to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement.

21. NOTICES

21.1 Form of Notice

Any notice to be given under or in connection with this Agreement must be in writing and may be signed by an authorised representative of the party giving the notice. The notice may be served by:

- (a) hand delivery;
- (b) post or registered or certified mail, or
- (c) fax

to such address or fax number of the Party to whom the notice is directed as the addressee may notify prior to such notice being given.

21.2 Receipt of Notice

Any notice will be effective and will be deemed to be received:

- (a) if hand delivered, then upon delivery;
 - (b) if posted, then 48 hours after the notice has been properly posted if that falls on a Business Day, and if not, on the first Business Day afterwards; and
 - (c) if sent by fax, then at the date and time of transmission as shown by the confirmation report from the sender's fax machine indicating that the notice has been received in full by the recipient's fax machine.
-

22. ASSIGNMENT

22.1 Assignment by Timbercorp Securities

Subject to clause 22.2, Timbercorp Securities may freely assign any of its rights and interests under this Agreement so long as Timbercorp Securities does not assign its interest in this Agreement in any way without first entering a deed with the person with

whom Timbercorp Securities is dealing ("the Grantee"). The deed must contain a covenant by the Grantee in favour of the Participant Grower to observe and perform all or any of the covenants:

- (a) contained or implied in this Agreement and the Licence Agreements; and
- (b) required to be observed or performed by Timbercorp Securities.

22.2 Agreements with Contractors

Timbercorp Securities may only assign its rights and interests in this Agreement to the Grantee if, at the same time, it assigns to the Grantee all its rights and interests in any contract under which Timbercorp Securities has delegated some or all of its obligations under this Agreement, and for this purpose, Timbercorp Securities has obtained the written consent to the assignment from the contractor.

22.3 Payment for deed

The cost of any deed required under clause 22.1 must be paid by Timbercorp Securities or the Grantee, but not the Participant Grower.

22.4 Assignment by the Participant Grower

- (a) Subject to the requirements of the Constitution, the Participant Grower may only assign its rights under this Agreement if the Participant Grower:
 - (i) first obtains a deed of covenant signed by the proposed assignee in favour of Timbercorp Securities and the Responsible Entity stating that the assignee will at all times during the remainder of the Term observe and perform all and any of the terms and conditions of this Agreement, the Constitution and the Licence Agreements applying to the Participant Grower's Citruslots being assigned; and
 - (ii) is not in default of any of its obligations under this Agreement, the Constitution and the Licence Agreements applying to the relevant Citruslots or any other agreement to which the Participant Grower is a party in respect of the Project.
- (b) The proposed assignee is deemed to have entered into a Citruslot Management Agreement and Licence Agreements, with the same terms and conditions as those applying to the Citruslots being assigned to it by the Participant Grower immediately before the date of the assignment, on and from the date of the assignment.

22.5 Release of liability of the Participant Grower

Once the Participant Grower has perfected an assignment of its interest in this Agreement in accordance with clause 22.4, the Participant Grower no longer remains liable under this Agreement in respect of any act done or omitted to be done after the assignment is effected in respect of the Citruslots assigned.

Executed as an Agreement

EXECUTED by TIMBERCORP)
SECURITIES LIMITED in)
accordance with section 127 of)
the Corporations Act:)
)

Signature

Full Name

Position Held

Signature

Full Name

Position Held

EXECUTED by TIMBERCORP)
SECURITIES LIMITED as agent)
and attorney for and on behalf of)
each several Participant Grower in)
accordance with section 127 of)
the Corporations Act:)
)

Signature

Full Name

Position Held

Signature

Full Name

Position Held

SCHEDULE

INITIAL MANAGEMENT PLAN

(Clause 5.1)

Licence Agreement

Solara Estate

Timbercorp Securities Limited

Participant Grower

OIM #2 Pty Limited

Timbercorp Limited

2005 Timbercorp Citrus Project

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Details of this Licence Agreement

Date of the Agreement:

In respect of each several Participant Grower means the date on which Timbercorp Securities has accepted the Participant Grower's application for Citruslots being offered under the PDS as specified in the Schedule to this Agreement.

Parties to the Agreement:

1. **TIMBERCORP SECURITIES LIMITED**
ACN 092 311 469
Level 8, 461 Bourke Street
Melbourne, Victoria, 3000
(Timbercorp Securities)
--
2. The Participant Grower named in the Schedule to this Agreement in relation to the relevant Existing Citruslots.
(Participant Grower)
3. **OIM #2 Pty Ltd**
ACN 112 691 997
Level 6, 505 St Kilda Road
Melbourne, Victoria, 3004

in its capacity as trustee for
the Timbercorp Orchard Trust #2;
(Land Owner)
4. **TIMBERCORP LIMITED**
ACN 055 185 067
Level 8, 461 Bourke Street
Melbourne, Victoria, 3000
(Timbercorp)

Background to the Agreement

- A. Timbercorp Securities has established a project for the management of a Citrus orchard, the cultivation of Citrus Trees and harvesting and processing of Citrus for commercial gain.
- B. Timbercorp Securities sub-leases from Timbercorp the Solara Estate and the Citrus Trees, the Required Water Licences and the Capital Works and any other capital works that may be established on the Solara Estate under the Existing Orchard Sub-Lease. Timbercorp's rights to use the Solara Estate and the Citrus Trees, the Required Water

Licences and the Capital Works are granted to it by the Land Owner under the Existing Orchard Parent Lease.

- C. Timbercorp Securities has agreed to grant a licence to the Participant Grower to use the Existing Citruslots for the cultivation of Citrus Trees and the harvesting and processing of Citrus, subject to the terms and conditions of this Agreement.
- D. The Land Owner and Timbercorp have entered into this Agreement for the purpose of the agreements in paragraph 10.6.
- E. Contemporaneous with execution of this Agreement, the parties will enter into the New Orchard Licence Agreement in respect of the relevant New Citruslots.

The Parties Agree as Follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

Administrator:	has the meaning given to it in section 9 of the Corporations Act;
Authority:	includes any Federal, State, municipal or other government, statutory or government approved authority or body, which has authority or jurisdiction over the Capital Works, the Required Water Licences or the Solara Estate or any part of them or anything about them;
Best Horticultural Practice:	sound horticultural and environmental practices and industry practices that are adopted in Australia in relation to similar orchards;
Business Day:	any other day other than a Saturday, Sunday or a public holiday on which trading banks are open for general banking business with the public in Adelaide, South Australia;
Capital Works:	(a) the infrastructure and capital works on the Existing Orchard as at the date of this Agreement; and (b) the infrastructure and capital works that Timbercorp Securities has agreed to procure the Land Owner to carry out, and any other works that Timbercorp Securities, Timbercorp or the Land Owner may be required in future to carry out, at their cost respectively, on the Existing Orchard;
Citrus:	the citrus grown or growing on the Existing Citruslots of the Participant Grower or the Existing Orchard, whichever is applicable, and whether harvested or unharvested, and any other products, rights, benefits or credits derived from the Citrus Trees;
Citrus Trees:	the citrus trees planted or to be planted on the Participant Grower's Existing Citruslots or the Existing Orchard, whichever is applicable;
Citruslot:	an interest in the Project held by a Participant Grower, including an interest in, and rights in relation to, each coupled Existing Citruslot and New Citruslot (being approximately 0.25 hectares of

	the Orchard) on which a Participant Grower will conduct the Citruslot Operations and which includes the Citrus Trees, the Capital Works and the Required Water Licences attributed to the Project;
Citruslot Management Agreement:	the agreement of that name for the management of the Citruslot Operations conducted on the relevant Existing Citruslots and the operations conducted on the relevant New Citruslots between Timbercorp Securities and the Participant Grower;
Citruslot Operations:	the growing and cultivation of Citrus on, and management of, the relevant Existing Citruslots for the production of Product for commercial gain;
Commencement Date:	in respect of each Participant Grower, the date of this Agreement;
Constitution:	the deed entered into by the Responsible Entity and all the Participant Growers, which governs the Project;
Controller:	has the meaning given to it in section 9 of the Corporations Act;
Corporations Act:	the <i>Corporations Act 2001</i> of the Commonwealth of Australia;
CPI:	the "Weighted Average of Eight Capital Cities All Groups Consumer Price Index" as currently maintained and published by the Australian Bureau of Statistics or should it be discontinued or suspended such other index as determined in accordance with clause 7.3;
Existing Citruslot:	each separate and identifiable area of the Existing Orchard, which in aggregate comprises approximately 0.15 hectares consisting of 14 young Citrus Trees, 16 intermediate Citrus Trees and 37 mature Citrus Trees (each individually numbered and separately identifiable) and the area of land immediately surrounding the Citrus Trees;
Existing Orchard:	all of the Existing Citruslots established on the Solara Estate, comprising approximately 309 hectares;
Existing Orchard Licence Agreement:	this Agreement;
Existing Orchard Parent Lease:	the deed of lease (as amended) made between Timbercorp, as lessee, the Land Owner, as lessor, and Timbercorp Securities whereby Timbercorp has been, or will be, granted a lease of the Existing Orchard;
Existing Orchard Proportion:	the proportion (expressed as a percentage) which the plantable area of the Existing Orchard bears to the plantable area of whole of the Orchard, as at the date of this Agreement;
Existing Orchard Sub-Lease:	the deed (as amended) made or to be made between Timbercorp Securities, as sub-lessee, Timbercorp, as sub-lessor, and the Land Owner whereby Timbercorp Securities has been, or will be granted a sub-lease of the Solara Estate;
Financial Year:	a period of 12 months ending on 30 June in any year and includes

Force Majeure:

the period commencing on the date of this Agreement and ending on 30 June 2005 and the period ending on the termination of this Agreement and commencing on the preceding 1 July;

any event or circumstance not reasonably within the control of Timbercorp Securities or the Land Owner, as the case requires, or which Timbercorp Securities or the Land Owner, as the case requires, is not reasonably able to prevent. It includes:

- (a) pestilence, vermin, disease, fire, acts of God, landslide, earthquake, flood, washout, lightning, storm, drought, seasonal and climatic conditions and the elements;
- (b) strikes, lock-outs, bans, work limitations, boycotts and industrial disturbances or action;
- (c) act of the enemies, wars, blockades, insurrection, riots and civil disturbances;
- (d) orders of any court or the order, act or omission or failure to act of any government or governmental authority or instrumentality (including any failure to grant or any withdrawal of any licences, consent or authority);
- (e) epidemic or quarantine;
- (f) shortage or unavailability of equipment, materials or labour or any restriction on equipment, materials or labour or on the use of equipment, materials or labour;
- (g) delays in transportation or communication; and
- (h) breakage or breakdown of, or damage to, equipment or machinery, or the necessity to repair equipment or machinery to prevent its breakdown.

Each of these paragraphs and each of the terms within each paragraph are to be construed separately and independently. None of them is to limit the generality of any other;

GST:

a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;

GST Law:

the same as in the A New Tax System (Goods and Services Tax) Act 1999 (as amended);

GST Rate:

the rate of GST under the GST Law;

Indexed:

the amount adjusted on the date on which a relevant payment is due or the date upon which the relevant calculation is made, as the case requires (**the Adjustment Date**) in accordance with the following formula:

$$A_t = A_0 \times \text{CPI}_t / \text{CPI}_0$$

where:

A_t = the amount on the Adjustment Date;

	A_0 = the amount being adjusted; CPI_t = the highest CPI for a full calendar quarter published between the date CPI_0 is published and the Adjustment Date, including CPI_0; CPI_0 = the CPI for a full calendar quarter most recently published before the date from which the adjustment is being made (the Base Date), provided that if no Base Date is specified, "CPI_0" will be the CPI published for the full calendar quarter that ended 12 months before the full calendar quarter in respect of which the CPI has most recently been published before the Adjustment Date;
Kangara Undeveloped Land:	those parts of the undeveloped land located on the Kangara estate near Renmark, South Australia, more particularly described in Allotment 9/FP 106444 on Certificate of Title 5171/43 on which the New Orchard will be established on or about 31 December 2005;
Land Owner:	OIM #2 and its permitted assigns and successors;
Licence Fees:	the Licence fees payable under clause 7 of this Agreement;
New Citruslot:	each separate identifiable area of the New Orchard comprising approximately 0.10 hectares established or to be established by OIML on the Kangara Undeveloped Land on or about 31 December 2005;
New Orchard:	all of the New Citruslots to be established on the Kangara Undeveloped Land, comprising approximately 200 hectares;
New Orchard Licence Agreement:	the licence agreement in respect of the relevant New Citruslots between Timbercorp Securities, the Participant Grower, Timbercorp and OIML;
OIM #2:	OIM #2 Pty Ltd (ACN 112 691 997) as trustee for the Timbercorp Orchard Trust #2, of Level 6, 505 St Kilda Road, Melbourne, Victoria;
OIML:	Orchard Investments Management Limited (ACN 105 684 231) as responsible entity for the Timbercorp Orchard Trust (ARSN 106 557 297), of Level 6, 505 St Kilda Road, Melbourne, Victoria;
Orchard:	all of the Existing Citruslots and the New Citruslots;
Participant Grower:	(a) a several person (or if more than one person, those persons jointly) who is named or otherwise described in the Schedule; and (b) the term "Early Grower" refers to a Participant Grower whose application under the PDS is accepted on or before 15 June 2005; and (c) the term "Post 30 June Grower" refers to a Participant Grower whose application under the PDS is accepted on or after 1 July 2005 until 30 September 2005;
Participating Interest:	has the same meaning as in the Citruslot Management Agreement;

PDS:	the product disclosure statement (as defined in section 761 of the Corporations Act) in relation to the Project;
Proceeds:	has the meaning given in the Citruslot Management Agreement;
Product:	Citrus produced in a saleable condition from the relevant Participant Grower's Existing Citruslots or the Existing Orchard, whichever is applicable;
Project:	the 2005 Timbercorp Citrus Project promoted by Timbercorp Securities, and which includes the management of a Citrus Orchard, the cultivation and harvesting of Citrus Trees and the processing of Citrus for commercial gain;
Required Water Licences:	(a) the water licences that are, or will be, licensed to Timbercorp Securities and that are attributed to the Solora Estate as required from time to time; and (b) that provide for a maximum licence entitlement specified in paragraph 3.2(a), as reduced by any variation in the maximum licence entitlement from time to time by the relevant water Authority restricting the amount or rate at which water may be taken, or the purpose for which it may be taken or prohibiting the taking of water or the purpose of its use;
Responsible Entity	the responsible entity of the Project;
Solora Estate:	those parts of the land located at Bookpurnong near Renmark, South Australia, more particularly described in Certificate of Title Register Book Volume 5278 Folio 11, Volume 5278 Folio 12, Volume 5471 Folio 442, and Volume 5519 Folio 293 on which the Existing Orchard is located;
Term:	the term of this Agreement set out in clause 4.1; and
Timbercorp:	Timbercorp Limited (ACN 055 185 067).

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

- (a) a reference to this or any other document includes a variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (c) the singular includes the plural and vice versa;
- (d) if a word is defined, cognate words have corresponding definitions;
- (e) a reference to a person includes a firm, body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes the person's legal personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns and transferees;
- (g) a reference to a gender includes the other genders;

-
- (h) a reference to a clause, recital or schedule is to a clause, recital or schedule in or to this Agreement;
 - (i) if a party comprises two or more persons, this Agreement binds them jointly and each of them severally unless a contrary intention is expressed in the Agreement;
 - (j) if any of the persons comprising the Participant Grower is a trustee, this Agreement binds that person in its capacity as a trustee and personally; and
 - (k) the word "**include**" or "**includes**" is to be read as if the expression "**(but is not limited to)**" immediately followed such word and the word "**including**" is to be read as if the expression "**(but not limited to)**" immediately followed such word.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of this Agreement.

1.4 Grower and Agreement

- (a) The term "**Participant Grower**" in this Agreement is a reference to the particular Participant Grower named in the Schedule to this Agreement in relation to the relevant Existing Citruslot.
- (b) The term "**Participant Growers**" in this Agreement is a reference to all several Participant Growers that hold Citruslots in the Project and according to the context, the term "**Participant Growers**" may also include the particular Participant Grower.
- (c) This Agreement is entered into in respect of Participant Growers' Existing Citruslots referred to in the Schedule and, must be read as if it were a separate Agreement on the terms and conditions of this Agreement in respect of the relevant Existing Citruslots held by each Participant Grower in the Project.

1.5 Delegation

Timbercorp Securities is entitled to:

- (a) delegate any of its obligations under this Agreement to; and
- (b) exercise any of its rights under this Agreement through,

its employees, agents and contractors, but any delegation by Timbercorp Securities does not release Timbercorp Securities from liability under this Agreement.

1.6 Licence Agreement is not Project Property

This Agreement does not form part of "scheme property", as defined in section 9 of the Corporations Act.

1.7 Capacity of Timbercorp Securities

Timbercorp Securities enters into this Agreement in its personal capacity.

2. THE CITRUS ORCHARD

2.1 Warranty by Timbercorp Securities as to the Existing Citruslots

Timbercorp Securities warrants and represents to the Participant Grower that, to its knowledge, the Existing Citruslots on the Existing Orchard have been established in accordance with Best Horticultural Practice and that the necessary infrastructure and other capital works have been constructed and carried out, and without limiting the generality of this clause 2.1, it is satisfied:

- (a) that part of Solora Estate on which each Existing Citruslot is located has been prepared to ensure that the Citrus Trees can grow satisfactorily;
- (b) appropriate irrigation equipment has been installed and the necessary irrigation works have been carried out to ensure proper reticulation of water to the Citrus Trees on each Existing Citruslot;
- (c) drainage work and other works have been carried out to help prevent soil erosion on all Solora Estate on which Existing Citruslots are located;
- (d) as far as reasonably possible any pests and competitive weeds which may affect the growth or yield of the Citrus Trees on the Existing Citruslots have been eradicated;
- (e) Citrus Trees on each Existing Citruslot have been planted in accordance with Best Horticultural Practice so that the Trees can be harvested commercially; and
- (f) such other capital works, services or things which, in the reasonable opinion of Timbercorp Securities, were incidental or ancillary to the effective establishment and provision of the works referred to in paragraphs (a) to (e) above, have been provided or undertaken, as the case requires.

2.2 Acknowledgments by the Participant Grower

- (a) The Participant Grower acknowledges that the Capital Works and Citrus Trees on, and the Required Water Licences attaching to, the Participant Growers' Existing Citruslots are, and will at all times remain, the property of the Land Owner.
- (b) The Participant Grower agrees and acknowledges that Timbercorp Securities will not be liable for any loss or damage incurred by the Participant Grower arising out of or in connection with any act or omission of the Land Owner or Timbercorp or their respective officers, directors, employees, agents, or agents under this Agreement, whether or not constituting negligence, misconduct, dishonesty or fraud.

3. LICENCES

3.1 Grant of Licence

- (a) Timbercorp Securities grants to the Participant Grower and the Participant Grower takes from Timbercorp Securities a licence, effective from the Commencement Date, to use the relevant Existing Citruslots for the sole purpose of conducting the Citruslot Operations.
- (b) Timbercorp Securities represents and warrants that:
 - (i) as at the date of this Agreement, the Existing Orchard Sub-Lease is valid and subsisting;

- (ii) Timbercorp Securities is entitled under the Existing Orchard Sub-Lease to grant the licence under this Agreement; and
- (iii) any consents which may be required to the granting of the licence under this Agreement, have been or will be obtained.

3.2 Water Licences

- (a) The required water licences for the Existing Orchard are the water requirements specified in the following table:

Water requirements for the Existing Orchard

Year	2005/06	2006/07	2007/08 onwards
Existing orchard – ML/ha	8.8	9.0	9.0
Existing orchard – 308.78ha	2,717	2,779	2,779

- (b) Timbercorp Securities must:
 - (i) do all things necessary to ensure that its rights under the Required Water Licences are fully exploited to maximise the use and enjoyment of them by all the Participant Growers in the Project;
 - (ii) take all steps to avoid interfering with the supply of water to the relevant Existing Citruslots and to avoid any actions that would prejudice the Participant Grower's rights under this Agreement; and
 - (iii) ensure that the Required Water Licences are maintained during the Term of the Project.
- (c) The Participant Grower acknowledges that:
 - (i) the Land Owner may purchase additional water licences and provide water to Timbercorp Securities to meet its obligations under the Citruslot Management Agreement, or to Timbercorp under the Existing Orchard Parent Lease; and
 - (ii) such additional water licences will at all times remain the property of the Land Owner.

4. TERM OF AGREEMENT

4.1 Term of Agreement

- (a) This Agreement will commence on the Commencement Date.
- (b) Subject to clauses 6, 10.1 to 10.3 and clauses 10.5 and 12, this Agreement will continue until the earlier of:
 - (i) the date which is one day before the expiry or termination of the Existing Orchard Sub-Lease;
 - (ii) termination of the Participating Grower's Participating Interest in the Project;
 - (iii) 29 June 2027; and
 - (iv) termination of the Project.

4.2 Grower's Obligations Upon Termination

- (a) At the end of this Agreement, the Participant Grower must return the relevant Existing Citruslots to Timbercorp Securities in good condition, but the Participant Grower is not required to remove Citrus Trees or restore the relevant Existing Citruslots to their original condition.
- (b) Any structures or plant and equipment of any description that belong to the Participating Grower must be removed from the relevant Existing Citruslots within 30 days after the end of this Agreement. If the Participating Grower does not comply with this requirement then, as between Timbercorp Securities and the Participant Grower, all structures and plant and equipment remaining on the relevant Existing Citruslots at the time will become the absolute property of Timbercorp Securities.
- (c) The Land Owner and Timbercorp have no obligation to pay the Participant Grower any compensation at the end, or on termination, of this Agreement, including for any structures and plant and equipment remaining on the relevant Existing Citruslots that become the absolute property of Timbercorp Securities in accordance with paragraph 4.2(b).
- (d) Timbercorp Securities has no obligation to pay the Participant Grower any compensation at the end, or on termination, of this Agreement, including for any structures and plant and equipment remaining on the relevant Existing Citruslots that become the absolute property of Timbercorp Securities in accordance with paragraph 4.2(b).

5. TIMBERCORP SECURITIES' OBLIGATIONS AND RIGHTS

5.1 Obligations

Timbercorp Securities must:

- (a) maintain for the Term of the Project all local, State and Commonwealth government approvals, licences or permits required for the establishment and ownership of all the Existing Citruslots;
- (b) allow the Participant Grower to use the Existing Citruslots without any interruption by Timbercorp Securities or any person claiming through or under Timbercorp Securities for the purpose of the Citruslot Operations;
- (c) not store or use any chemical, inflammable, noxious or dangerous substances in a manner which is likely to result in damage to vegetation, crops or water reserves on the Existing Citruslots;
- (d) comply with the provisions of the Existing Orchard Sub-Lease;
- (e) not create any encumbrances over the Solara Estate or the Existing Citruslots or any part of the Solara Estate or the Existing Citruslots ranking in priority to the interests of the Participant Growers under this Agreement other than the agreement referred to in clause 6.1 or where required to do so by an Authority;
- (f) take all necessary measures to ensure that any fires which may occur or be lit on any neighbouring land owned or occupied by Timbercorp Securities are properly controlled and supervised;
- (g) comply with all laws and regulations relating to the use and occupancy of any neighbouring land occupied by Timbercorp Securities; and
- (h) duly and punctually pay or cause to be paid all rates, taxes and other charges

levied by any government or competent Authority in respect of all Existing Citruslots.

5.2 Rights

Timbercorp Securities:

- (a) is entitled to full and free access for the purposes of carrying out its obligations and exercising its rights under this Agreement and the Citruslot Management Agreement with or without vehicles to the Existing Citruslots along any road or track or any neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp or other Participant Growers which give access to the Existing Citruslots;
- (b) is entitled to full and free access with or without vehicles to the relevant Existing Citruslots for the purpose of accessing neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp or other Participant Growers; and
- (c) may at its own expense erect and maintain a sign on the Existing Citruslots detailing such matters as Timbercorp Securities reasonably considers appropriate.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent

This Agreement is subject to and conditional on:

- (a) the Participant Grower entering into the Citruslot Management Agreement with Timbercorp Securities; and
- (b) Timbercorp Securities entering into valid and subsisting Existing Orchard Sub-Lease and New Orchard Sub-lease with Timbercorp; and
- (c) the contemporaneous execution of the New Orchard Licence Agreement, on or before the Commencement Date.

6.2 Reasonable Endeavours

Each of Timbercorp Securities and the Participant Grower will use all reasonable endeavours to ensure that the conditions specified in clause 6.1 are satisfied as soon as is reasonably practicable, and where required will keep each other fully informed as to progress towards satisfaction of the conditions.

7. LICENCE FEES

7.1 Licence Fees

- (a) Where the Participant Grower is an **Early Grower**, the Participant Grower must pay to Timbercorp Securities the following licence fees per Citruslot:
 - (i) for the period from the Commencement Date until 30 June 2005, nil per annum;
 - (ii) for each of the financial years ending 30 June 2006, 2007 and 2008 \$700 multiplied by the Existing Orchard Proportion, payable on 31 October 2005, 2006 and 2007 respectively;
 - (iii) for each of the financial years ending 30 June 2009 and 2010,

\$1,363.64 multiplied by the Existing Orchard Proportion, payable on 31 October 2008 and 2009, respectively; and

- (iv) for the financial year ending 30 June 2011, \$1636.36 multiplied by the Existing Orchard Proportion, payable on 31 October 2010.

Thereafter, the Participant Grower must pay an annual licence fee in accordance with clause 7.2 payable on 31 October of each subsequent year during the Term, commencing on 31 October 2011.

- (b) Where the Participant Grower is a **Post 30 June Grower**, the Participant Grower must pay to Timbercorp Securities the following licence fees per Citruslot:

- (i) for each of the financial years ending 30 June 2006, 2007 and 2008 \$700 multiplied by the Existing Orchard Proportion, payable on 31 October 2005, 2006 and 2007 respectively;
- (ii) for each of the financial years ending 30 June 2009 and 2010, \$1,363.64 multiplied by the Existing Orchard Proportion, payable on 31 October 2008 and 2009, respectively; and
- (iii) for the financial year ending 30 June 2011, \$1636.36 multiplied by the Existing Orchard Proportion, payable on 31 October 2010.

Thereafter, the Participant Grower must pay an annual licence fee in accordance with clause 7.2 payable on 31 October of each subsequent year during the Term, commencing on 31 October 2011.

7.2 Adjustments to Licence Fees

The licence fee payable by the Participant Grower on 31 October 2011 in respect of the Financial Year ending 30 June 2012 and each anniversary thereafter during the Term will be the licence fee payable on the immediately preceding 31 October, Indexed.

7.3 Discontinuance or suspension of CPI

- (a) If the Consumer Price Index (All Groups) Weighted Average of Eight Capital Cities is discontinued or suspended, such other index number that most closely reflects changes in the cost of living for the eight capital cities of Australia as is mutually agreed between Timbercorp Securities and the Participant Grower will replace it as the new "CPI" or, if they fail to agree, such alternative index number, as in the opinion of an expert appointed by the President for the time being of the Institute of Chartered Accountants (Victorian Division) at the request of either of them most closely reflects changes in the cost of living for the eight capital cities of Australia will replace it as the new "CPI".
- (b) The cost of any expert determination carried out under this clause 7.3 must be borne equally between Timbercorp Securities and the Participant Grower.

7.4 Capacity

All Licence Fees and other amounts paid to Timbercorp Securities under this Agreement are paid to Timbercorp Securities in its personal capacity.

8. GROWER'S OBLIGATIONS

8.1 Permitted use

The Participant Grower must only use the Existing Citruslots solely for the purpose of the Citruslot Operations.

8.2 Grower's duties

The Participant Grower must, at its expense:

- (a) undertake the Citruslot Operations on the relevant Existing Citruslots;
- (b) use the relevant Existing Citruslots solely for the purpose of Citruslot Operations;
- (c) comply with Best Horticultural Practice;
- (d) comply with all laws and regulations relating to the use and occupancy of the relevant Existing Citruslots;
- (e) take all reasonable steps to avoid interfering with the activities carried out on any neighbouring land by the owner or occupier of that land;
- (f) maintain the relevant Existing Citruslots in accordance with Best Horticultural Practice, including using soil management technique methods to reduce erosion and maintain soil quality;
- (g) permit Timbercorp Securities and its employees, agents and contractors to enter upon the relevant Existing Citruslots from time to time with or without equipment for the purposes of observing the state of the relevant Existing Citruslots;
- (h) permit Timbercorp Securities and its employees, agents and contractors to enter upon the relevant Existing Citruslots from time to time with or without equipment for the purpose of performing its obligations under this Agreement and the Citruslot Management Agreement;
- (i) permit the Land Owner and its employees, agents and contractors to enter upon the relevant Existing Citruslots from time to time with or without equipment for the purpose of performing its obligations under this Agreement;
- (j) comply or procure compliance with the provisions of the Citruslot Management Agreement; and
- (k) give such rights of way and free access to the occupiers of any other Citruslots adjoining the relevant Existing Citruslots and their agents and contractors, as are necessary for their proper use and enjoyment of their Citruslots, but such rights of access are limited to the unimpeded use of any existing access roads, pathways or fire-breaks on or about the relevant Existing Citruslots.

8.3 Delegation by the Participant Grower

The Participant Grower may, for the better performance of its obligations under this Agreement, engage any person as an agent and all rights granted and obligations imposed on the Participant Grower under this Agreement may be enjoyed by the Participant Grower's agent.

8.4 Delegation does not limit Grower's liability

Any delegation by the Participant Grower under clause 8.3 does not release the Participant Grower from liability under this Agreement.

9. RIGHTS OF THE LAND OWNER AND TIMBERCORP

9.1 Rights of the Land Owner

The Participant Grower agrees and acknowledges that the Land Owner:

- (a) is entitled to full and free access for the purposes of carrying out its

obligations and exercising its rights under the Existing Orchard Parent Lease with or without vehicles to the Existing Citruslots along any road or track or any neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person which gives access to the Existing Citruslots;

- (b) is entitled to full and free access with or without vehicles to the relevant Existing Citruslots for the purpose of accessing neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person.

9.2 Rights of Timbercorp

The Participant Grower agrees and acknowledges that Timbercorp:

- (a) is entitled to full and free access for the purposes of carrying out its obligations and exercising its rights under the Existing Orchard Sub-Lease with or without vehicles to the Existing Citruslots along any road or track or any neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person which gives access to the Existing Citruslots;
- (b) is entitled to full and free access with or without vehicles to the relevant Existing Citruslots for the purpose of accessing neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person.

10. TERMINATION OF AGREEMENT

10.1 Termination of Agreement by the Participant Grower

The Participant Grower may terminate this Agreement by notice in writing to Timbercorp Securities immediately, if:

- (a) Timbercorp Securities goes into liquidation, other than for the purposes of reconstruction or amalgamation, or a Controller or Administrator is appointed in relation to the undertaking of Timbercorp Securities or any part of its undertaking;
- (b) Timbercorp Securities ceases to carry on business;
- (c) Timbercorp Securities fails or neglects to pay any moneys due to the Participant Grower, or is in default of any material obligation under this Agreement and such default continues for a period of 3 months after receipt by Timbercorp Securities of written notice from the Participant Grower specifying the default and requesting that the default be remedied, except where Timbercorp Securities has advised the Participant Grower of a plan of remedial action to satisfy any such duty and has substantially completed such plan; or
- (d) the Participant Grower is entitled to terminate the Participant Grower's New Orchard Licence Agreement, other than under clause 10.3 or clause 10.4 of the New Orchard Licence Agreement.

10.1A Deemed termination

This Agreement will terminate with immediate effect if the Participant Grower's New Orchard Licence Agreement is terminated, other than under clause 10.3 or 10.4 of the New Orchard Licence Agreement.

10.2 Termination of Agreement by Timbercorp Securities

- (a) Subject to paragraph 10.2(b) and without prejudice to Timbercorp Securities rights under clause 12, Timbercorp Securities may terminate this Agreement in respect of all the Existing Citruslots of the Participant Grower, with immediate effect, if:
 - (i) the Participant Grower fails to make a payment within the time required under this Agreement in relation to any Existing Citruslot of the Participant Grower or the Constitution or commits a material breach of this Agreement in relation to any Existing Citruslot of the Participant Grower or the Constitution and fails to remedy the breach or make reasonable compensation in money within 30 days after Timbercorp Securities has served a written notice on the Participant Grower requiring the Participant Grower to remedy the breach; or
 - (ii) Timbercorp Securities is entitled to terminate the Participant Grower's New Orchard Licence Agreement.
- (b) The written notice referred to in paragraph 10.2(a) must specify the breach and request the breach to be remedied.
- (c) The Agreement will terminate if Timbercorp Securities exercises its rights under clause 12.

10.3 Damage to Existing Citruslots

If, in respect of the relevant Existing Citruslots:

- (a) the whole or a substantial part of the relevant Existing Citruslots is damaged or destroyed whether by fire or any other cause whatsoever; or
- (b) an independent horticultural consultant jointly commissioned by the Participant Grower and Timbercorp Securities reasonably determines that the whole or a substantial part of the relevant Existing Citruslots is no longer commercially viable,

the Participant Grower may terminate this Agreement in respect of the relevant Existing Citruslots by giving not less than 4 months' prior written notice of such termination to Timbercorp Securities. Termination under this clause takes effect on and from the 30 June next following the expiration of the period of notice.

10.4 Reduction of Existing Citruslots

If, in respect of the relevant Existing Citruslots:

- (a) part of the relevant Existing Citruslots is damaged or destroyed whether by fire or any other cause whatsoever; or
- (b) an independent horticultural consultant jointly commissioned by the Participant Grower and Timbercorp Securities reasonably determines that part of the relevant Existing Citruslots is no longer commercially viable,

the Participant Grower may terminate this Agreement in respect of that part of the relevant Existing Citruslots which is damaged or destroyed, by giving not less than 4 months' prior written notice of such termination to Timbercorp Securities. Termination under this clause takes effect on and from the 30 June next following the expiration of the period of notice.

10.5 Effect of Termination

- (a) Termination of this Agreement under clauses 10.1, 10.1A, 10.2 or 10.3 or reduction of the relevant Existing Citruslots under clause 10.4 is without prejudice to any rights and obligations that may have accrued prior to the date of termination.

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- (b) Termination of this Agreement in respect of any number of all of the relevant Existing Citruslots or part of the relevant Existing Citruslots under this clause 10 does not affect the rights or obligations of the parties in respect of any other Existing Citruslots or any other part of the reduced relevant Existing Citruslots.
 - (c) If this Agreement is terminated under clause 10.2 in relation to all of the Existing Citruslots of the Participant Grower, and the Participant Grower's New Orchard Licence Agreement is terminated under clause 10.2 of that agreement in relation to all of the New Citruslots of the Participant Grower, the Participant Grower loses all rights and interest as a participant in the Project, and the procedures for consequences of default and termination as set out in the Constitution and, if applicable, clause 12 of this Agreement may be followed.
 - (d) The termination of this Agreement will terminate the rights and obligations of the parties under this Agreement except to the extent that those rights and obligations are expressed to survive termination.

10.6 Termination of Existing Orchard Sub-Lease

If the Existing Orchard Sub-Lease terminates before it would otherwise have expired by the effluxion of time, then the following provisions apply:

- (a) the Land Owner and the Participant Grower agree that this Agreement will continue with all necessary modifications as if the Land Owner were named as the licensor in lieu of Timbercorp Securities from the termination of the Existing Orchard Sub-Lease;
- (b) In the event that the Participant Grower pays Licence Fees to Timbercorp Securities rather than the Land Owner, then Timbercorp Securities must pay to the Land Owner all Licence Fees so paid under this Agreement (on a GST exclusive basis) within 30 days after receiving the Licence Fees from the Participant Grower;
- (c) To the extent that the amount paid to the Land Owner under paragraph (b) and the Existing Orchard Sub-Lease is less than the rent that the Land Owner would have otherwise received from Timbercorp under the Existing Orchard Parent Lease for each anniversary from the commencement date of the Existing Orchard Parent Lease, Timbercorp must pay to the Land Owner the shortfall within 30 days after the Land Owner gives Timbercorp notice in writing requesting such payment to be made; and
- (d) To the extent that at any given time the amount paid by Timbercorp Securities to the Land Owner under paragraph (b) and the Existing Orchard Sub-Lease is more than the rent which the Land Owner would have otherwise received from Timbercorp under the Existing Orchard Parent Lease for each anniversary from the commencement date of the Existing Orchard Parent Lease at that time, the Land Owner must refund the excess to Timbercorp Securities within 30 days.

10.7 Land Owner's liability

Timbercorp Securities, Timbercorp and the Participant Grower agree and acknowledge that:

- (a) the Land Owner will not be liable for any loss or damage incurred by them arising out of, or in connection with, this Agreement, other than any loss or damage incurred by them arising out of, or in connection with, any act or omission of the Land Owner after it becomes the licensor under this Agreement in accordance with clause 10.6;

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- (b) OIM #2 will in no circumstances be required to satisfy any liability owed to any party or to any person claiming through a party for breach of any obligation pursuant to, or in respect of, this Agreement out of any funds, property or assets other than the assets held as the trustee under the Timbercorp Orchard Trust #2 constitution under OIM #2's control and in its possession and available to be properly resorted to by OIM #2, except that the limitation contained in this paragraph (b) does not apply in the case of any fraud or breach of trust on the part of OIM #2.
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11. EXCUSES FOR NON PERFORMANCE

11.1 Force Majeure

Timbercorp Securities will not have any obligation to observe or comply with the terms of this Agreement to the extent that the observance of, or compliance with, those terms is prevented by Force Majeure.

11.2 Lack or unavailability of funds

Performance or fulfilment of an obligation is not to be taken to be prevented by Force Majeure if it is prevented by lack of funds or by inability to use available funds resulting from Force Majeure.

11.3 Liability

Timbercorp Securities' failure to observe or comply with the terms of this Agreement will not give rise to any liability to any party for any direct or indirect consequential or special loss or damage of any kind to the extent that the failure to observe or comply with those terms is attributable to Force Majeure.

12. LICENCE FEES AND EXPENSES

12.1 Failure to Pay

If the Participant Grower fails or neglects to pay:

- (a) the Licence Fees payable under this Agreement; or
- (b) any amount due and payable by the Participant Grower under the Citruslot Management Agreement; or
- (c) any amount due and payable by the Participant Grower under the Constitution in respect of the Citruslots,

by the due date, Timbercorp Securities may, after giving the Participant Grower 30 days' prior written notice, terminate this Agreement under clause 10.2 and exercise either of the remedies set out in clauses 12.2 and 12.3 (in addition to and without prejudice to any other rights of Timbercorp Securities).

12.2 Timbercorp Securities may pay on Behalf of Defaulting Grower

If the Participant Grower fails or neglects to make payment of any amount under clause 12.1, Timbercorp Securities may pay on behalf of the Participant Grower, from its own funds, any such expense owing by the Participant Grower and Timbercorp Securities will be entitled to be reimbursed out of any Proceeds to which the Participant Grower is entitled, the amount of such payment together with interest at a rate of interest for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria), calculated from the date that the payment fell due until Timbercorp Securities has been reimbursed in full.

12.3 Defaulting Participant Grower's Interest may be dealt with under the Constitution

If the Participant Grower fails or neglects to make payment of any amount under clause 12.1 then Timbercorp Securities may deal with the interest of the Participant Grower by exercising any of its powers and rights under the Constitution.

13. ASSIGNMENT

13.1 Assignment by Timbercorp Securities

Subject to clause 13.2, Timbercorp Securities may freely assign any of its rights and interests under this Agreement so long as Timbercorp Securities does not assign its interest in this Agreement in any way without first entering a deed with the person with whom Timbercorp Securities is dealing ("**the Grantee**"). The deed must contain a covenant by the Grantee in favour of the Participant Grower to observe and perform all or any of the covenants:

- (a) contained or implied in this Agreement, the New Orchard Licence Agreement and the Citruslot Management Agreement; and
- (b) required to be observed or performed by Timbercorp Securities.

13.2 Agreements with Contractors

Timbercorp Securities may only assign its rights and interests in this Agreement to the Grantee if, at the same time, it assigns to the Grantee all its rights and interests in any contract under which it has delegated some or all of its obligations under this Agreement, and for this purpose, Timbercorp Securities has obtained the written consent to the assignment from the contractor.

13.3 Timbercorp Securities or Grantee to pay for deed

The cost of any deed required under clause 13.1 must be paid by Timbercorp Securities or the Grantee, but not the Participant Grower. A copy of any deed required under clause 13.1 must be given to the Land Owner within 14 days of its execution.

13.4 Assignment by the Participant Grower

- (a) Subject to the requirements of the Constitution, the Participant Grower may only assign its rights under this Agreement if the Participant Grower:
 - (i) first obtains a deed of covenant signed by the proposed assignee in favour of Timbercorp Securities and the Responsible Entity stating that the assignee will at all times during the remainder of the Term observe and perform all and any of the terms and conditions of this Agreement, the New Orchard Licence Agreement, the Constitution and the Citruslot Management Agreement applying to the Participant Grower's Existing Citruslots being assigned;
 - (ii) contemporaneously assigns its rights under the New Orchard Licence Agreement and the Citruslot Management Agreement to the same grantee; and
 - (iii) is not in default of any of its obligations under this Agreement, the New Orchard Licence Agreement, the Constitution and the Citruslot Management Agreement applying to the relevant Existing Citruslots or any other agreement to which the Participant Grower is a party in respect of the Project.
- (b) The proposed assignee is deemed to have entered into a Citruslot Management Agreement, this Agreement and the New Orchard Licence

Agreement, with the same terms and conditions as those applying to the Citruslots being assigned to it by the Participant Grower immediately before the date of the assignment, on and from the date of the assignment.

13.5 Release of liability of Grower

Once the Participant Grower has perfected an assignment of its interest in this Agreement in accordance with clause 13.4, the Participant Grower no longer remains liable under this Agreement in respect of any act done or omitted to be done after the assignment is effected in respect of the Existing Citruslots assigned.

14. GOODS AND SERVICES TAX

- (a) If any supply made by a party ("**Supplier**") to the other ("**Recipient**") under this Agreement is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the value of the taxable supply (the "**GST Exclusive Amount**") and not the price for that taxable supply.
 - (b) In addition to the GST Exclusive Amount for a taxable supply under this Agreement, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST Rate.
 - (c) The GST payable under paragraph 14(b) is payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Agreement.
 - (d) The right of a Supplier to payment under this clause is subject to a valid tax invoice, which complies with GST Law, being issued and delivered by the Supplier to the Recipient.
 - (e) If a payment to satisfy a claim or a right to a claim under or in connection with this Agreement, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with paragraph 14(b).
 - (f) If a decision making body orders that a payment be made to a party to satisfy a claim under or in connection with this Agreement, and such payment will give rise to a liability to pay GST, the parties authorise the decision making body to order that a further amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.
 - (g) If a party has a claim under or in connection with this Agreement for a cost on which that party must pay GST, the claim is for the cost plus all GST, except any GST for which that party is entitled to an input tax credit, including a reduced input tax credit or an adjusted input tax credit.
 - (h) If a party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.
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15. LIMITATION OF LIABILITY OF GROWER

Subject to clause 12.2, in no circumstances will the Participant Grower be obliged to incur any liability under this Agreement in excess of the annual Licence Fees payable under this Agreement, the fees and expenses payable by the Participant Grower under the Citruslot Management Agreement in relation to the relevant Existing Citruslots and its Participating Interest in the Proceeds.

16. NOTICE

16.1 Form of Notice

Any notice to be given under or in connection with this Agreement must be in writing and may be signed by an authorised representative of the party giving the notice. The notice may be served by:

- (a) hand delivery;
- (b) post or registered or certified mail; or
- (c) fax,

to such address or fax number of the party to whom the notice is directed as the addressee may notify prior to such notice being given.

16.2 Receipt of Notice

Any notice will be effective and will be deemed to be received:

- (a) if hand delivered, then upon delivery;
 - (b) if posted, then 48 hours after the notice has been properly posted if that falls on a Business Day, and if not, on the first Business Day afterwards; and
 - (c) if sent by fax, then at the date and time of transmission as shown by the confirmation report from the sender's fax machine indicating that the notice has been received in full by the recipient's fax machine.
-

17. PROPER LAW

This Agreement is governed by, and to be interpreted in accordance with, the laws of South Australia and the parties to this Agreement submit to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement.

18. AMENDMENTS

- (a) This Agreement may be amended by another document in writing and duly signed by the parties to this Agreement.
- (b) Subject to paragraph 18(c), Timbercorp Securities, may amend the provisions of this Agreement to such extent as may be required to:
 - (i) satisfy the requirements of any statute, ordinance, rule, regulation or by-law which may be passed and which affects the Project;
 - (ii) comply with the effect of any judicial decision; or
 - (iii) enable the provisions of this Agreement, or the Project, to be more conveniently, advantageously, profitably or economically administered or managed.

-
- (c) Before Timbercorp Securities may amend the Agreement as provided under paragraph 18(b), the Responsible Entity must be reasonably satisfied that the amendment does not adversely affect the rights of all the Participant Growers.
 - (d) Subject to the Corporations Act, Timbercorp Securities may make the amendments on behalf of itself and the Responsible Entity, on behalf of the Participant Grower. To give effect to this clause, the Participant Grower appoints the Responsible Entity as its attorney to make amendments to this Agreement.
 - (e) If the Responsible Entity cannot be satisfied that it can consent to the amendments in accordance with paragraph 18(c), then amendments may only be made in accordance with paragraph (a).
-

19. DISPUTE RESOLUTION

19.1 Referral by the Participant Grower

- (a) Any dispute or difference whatsoever in connection with this Agreement must be dealt with by the Participant Grower as follows in the event that the dispute or difference is unable to be resolved by Timbercorp Securities to the Participant Grower's satisfaction:
 - (i) if the dispute or difference falls within the rules of the Financial Industry Complaints Service (**FICS**) or Insurance Brokers Disputes Limited (**IBD**), the Participant Grower may refer the dispute or difference to FICS or IBD, for determination in accordance with FICS' or IBD's rules, as the case requires; or
 - (ii) if:
 - (A) the dispute or difference does not fall within the rules of FICS or IBD; or
 - (B) the Participant Grower does not wish to refer the dispute or difference to FICS or IBD in accordance with paragraph 19.1(a)(i),the dispute or difference must be submitted by the Participant Grower to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (C) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (D) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
 - (i) subject to any right of appeal contained in the rules of FICS or IBD, agree to accept the determination of FICS, IBD or the arbitrator, as the case requires, in accordance with paragraph 19.1(a) as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.

19.2 Timbercorp Securities

- (a) Clause 19.1 is for the benefit of Timbercorp Securities only, and it does not prevent Timbercorp Securities from:
 - (i) commencing proceedings against the Participant Grower in any relevant jurisdiction;

-
- (ii) submitting any dispute or difference whatsoever with a Participant Grower in connection with this Agreement to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (A) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (B) the arbitration will be conducted in Melbourne, Victoria.
 - (b) The Participant Grower and Timbercorp Securities:
 - (i) agree to accept the determination of the arbitrator in relation to any dispute or difference referred to arbitration in accordance with paragraph 19.2(a), as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.
 - (c) Timbercorp Securities must ensure that it has an internal complaints handling procedure that conforms where reasonably possible to the procedure set out in clauses 25.2, 25.3 and 25.4 of the Constitution.
-

20. CONSTITUTION

The rights and obligations of the parties under this Agreement are subject to the terms and conditions of the Constitution.

21. STATUTORY PROVISIONS

To the extent permitted by law, all provisions implied by statute are expressly excluded from this Agreement and the licence granted under this Agreement, including all provisions implied in licences by the Real Property Act 1886 (SA).

22. INSURANCE

Each party agrees that it will not do or permit or suffer to be done any act, manner or thing which may prejudice or render void or voidable any insurances in respect of the Existing Citruslots or the Citrus Trees taken out by Timbercorp Securities, the Land Owner, Timbercorp or any Participant Grower or result in the premiums for such insurances being increased.

23. FURTHER ASSURANCES

Each party agrees to sign such documents and do all such acts, matters and things as may be reasonably required by any other party to give effect to this Agreement.

24. SEVERABILITY

If any provision of this Agreement is or becomes void or unenforceable, that provision will be severed from this Agreement to the intent that the remaining provisions of this Agreement will continue in full force and effect.

Executed as an Agreement

EXECUTED by TIMBERCORP)
SECURITIES LIMITED in)
accordance with section 127 of)
the Corporations Act:)

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

EXECUTED by TIMBERCORP)
LIMITED in accordance with)
section 127 of the Corporations)
Act:)

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

EXECUTED by TIMBERCORP)
SECURITIES LIMITED as agent)
and attorney for and on behalf of)
each several Participant Grower in)
accordance with section 127 of)
the Corporations Act:)
)

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

**EXECUTED by OIM #2 PTY LTD as)
trustee for THE TIMBERCORP)
ORCHARD TRUST #2 in)
accordance with section 127 of)
the Corporations Act:**

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

SCHEDULE

Participant Growers' Details

Licence Agreement

Kangara Undeveloped Land

Timbercorp Securities Limited

Participant Grower

**Orchard Investments Management
Limited**

Timbercorp Limited

2005 Timbercorp Citrus Project

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Details of this Licence Agreement

Date of the Agreement:

In respect of each several Participant Grower means the date on which Timbercorp Securities has accepted the Participant Grower's application for Citruslots being offered under the PDS as specified in the Schedule to this Agreement.

Parties to the Agreement:

1. **TIMBERCORP SECURITIES LIMITED**
ACN 092 311 469
Level 8, 461 Bourke Street
Melbourne, Victoria, 3000
(Timbercorp Securities)
2. The Participant Grower named in the Schedule to this Agreement in relation to the New Citruslots.
(Participant Grower)
3. **Orchard Investments Management Limited**
ACN 105 684 231
Level 6, 505 St Kilda Road
Melbourne, Victoria, 3004

in its capacity as responsible entity for the Timbercorp Orchard Trust(ARSN 106 557 297)
(Land Owner)
4. **TIMBERCORP LIMITED**
ACN 055 185 067
Level 8, 461 Bourke Street
Melbourne, Victoria, 3000
(Timbercorp)

Background to the Agreement

- A. Timbercorp Securities has established a project for the management of a Citrus Orchard, the cultivation of Citrus Trees and harvesting and processing of Citrus for commercial gain.
- B. Timbercorp Securities sub-leases from Timbercorp the Kangara Undeveloped Land and the Citrus Trees, the Required Water Licences and the Capital Works and any other capital works that may be established on the Kangara Undeveloped Land under the New Orchard Sub-Lease. Timbercorp's rights to use the Kangara Undeveloped

Land and the Citrus Trees, the Required Water Licences and the Capital Works are granted to it by the Land Owner under the New Orchard Parent Lease.

- C. Timbercorp Securities has agreed to grant a licence to the Participant Grower to use the New Citruslots for the cultivation of Citrus Trees and the harvesting and processing of Citrus, subject to the terms and conditions of this Agreement.
- D. The Land Owner and Timbercorp have entered into this Agreement for the purpose of the agreements in paragraph 10.6.
- E. Contemporaneous with execution of this Agreement, the parties will enter into the Existing Orchard Licence Agreement in respect of the relevant Existing Citruslots.

The Parties Agree as Follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

Administrator:	has the meaning given to it in section 9 of the Corporations Act;
Authority:	includes any Federal, State, municipal or other government, statutory or government approved authority or body, which has authority or jurisdiction over the Capital Works, the Required Water Licences or the Kangara Undeveloped Land or any part of them or anything about them;
Best Horticultural Practice:	sound horticultural and environmental practices and industry practices that are adopted in Australia in relation to similar orchards;
Business Day:	any other day other than a Saturday, Sunday or a public holiday on which trading banks are open for general banking business with the public in Adelaide, South Australia;
Capital Works:	(a) the infrastructure and capital works on the New Orchard as at the date of this Agreement; and (b) the infrastructure and capital works that Timbercorp Securities has agreed to procure the Land Owner to carry out, and any other works that Timbercorp Securities, Timbercorp or the Land Owner may be required in future to carry out, at their cost respectively, on the New Orchard;
Citrus:	the citrus grown or growing on the New Citruslots of the Participant Grower or the New Orchard, whichever is applicable and whether harvested or unharvested and any other products, rights, benefits or credits derived from the Citrus Trees;
Citrus Trees:	the citrus trees planted or to be planted on the Participant Grower's New Citruslots or the New Orchard, whichever is applicable;
Citruslot:	an interest in the Project held by a Participant Grower, including an interest in, and rights in relation to, each coupled Existing Citruslot and New Citruslot (being approximately 0.25 hectares of

	the Orchard) on which a Participant Grower will conduct the Citruslot Operations and which includes the Citrus Trees, the Capital Works and the Required Water Licences attributed to the Project;
Citruslot Management Agreement:	the agreement of that name for the management of the Citruslot Operations conducted on the relevant New Citruslots and the operations conducted on the relevant Existing Citruslots between Timbercorp Securities and the Participant Grower;
Citruslot Operations:	the growing and cultivation of Citrus on, and management of, the relevant New Citruslots for the production of Product for commercial gain;
Commencement Date:	in respect of each Participant Grower, the date of this Agreement;
Constitution:	the deed entered into by the Responsible Entity and all the Participant Growers, which governs the Project;
Controller:	has the meaning given to it in section 9 of the Corporations Act;
Corporations Act:	the <i>Corporations Act 2001</i> of the Commonwealth of Australia;
CPI:	the "Weighted Average of Eight Capital Cities All Groups Consumer Price Index" as currently maintained and published by the Australian Bureau of Statistics or should it be discontinued or suspended such other index as determined in accordance with clause 7.3;
Existing Citruslot:	each separate and identifiable area of the Existing Orchard, which in aggregate comprises approximately 0.15 hectares consisting of 14 young Citrus Trees, 16 intermediate Citrus Trees and 37 mature Citrus Trees (each individually numbered and separately identifiable) and the area of land immediately surrounding the Citrus Trees;
Existing Orchard:	all of the Existing Citruslots established on the Solara Estate, comprising approximately 309 hectares;
Existing Orchard Licence Agreement:	the licence agreement in respect of the relevant Existing Citruslots between Timbercorp Securities, the Participant Grower, Timbercorp and OIM #2;
Financial Year:	a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this Agreement and ending on 30 June 2005 and the period ending on the termination of this Agreement and commencing on the preceding 1 July;
Force Majeure:	any event or circumstance not reasonably within the control of Timbercorp Securities or the Land Owner, as the case requires, or which Timbercorp Securities or the Land Owner, as the case requires, is not reasonably able to prevent. It includes: (a) pestilence, vermin, disease, fire, acts of God, landslide, earthquake, flood, washout, lightning, storm, drought, seasonal and climatic conditions and the elements; (b) strikes, lock-outs, bans, work limitations,

	boycotts and industrial disturbances or action; (c) act of the enemies, wars, blockades, insurrection, riots and civil disturbances; (d) orders of any court or the order, act or omission or failure to act of any government or governmental authority or instrumentality (including any failure to grant or any withdrawal of any licences, consent or authority); (e) epidemic or quarantine; (f) shortage or unavailability of equipment, materials or labour or any restriction on equipment, materials or labour or on the use of equipment, materials or labour; (g) delays in transportation or communication; and (h) breakage or breakdown of, or damage to, equipment or machinery, or the necessity to repair equipment or machinery to prevent its breakdown. Each of these paragraphs and each of the terms within each paragraph are to be construed separately and independently. None of them is to limit the generality of any other;
GST:	a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;
GST Law:	the same as in the A New Tax System (Goods and Services Tax) Act 1999 (as amended);
GST Rate:	the rate of GST under the GST Law;
Indexed:	the amount adjusted on the date on which a relevant payment is due or the date upon which the relevant calculation is made, as the case requires (the Adjustment Date) in accordance with the following formula: $A_t = A_0 \times \text{CPI}_t / \text{CPI}_0$ where: A_t = the amount on the Adjustment Date; A_0 = the amount being adjusted; CPI_t = the highest CPI for a full calendar quarter published between the date CPI_0 is published and the Adjustment Date, including CPI_0; CPI_0 = the CPI for a full calendar quarter most recently published before the date from which the adjustment is being made (the Base Date), provided that if no Base Date is specified, "CPI_0" will be the CPI published for the full calendar quarter that ended 12 months before the full calendar quarter in respect of which the CPI has most recently been published before the

	Adjustment Date;
Kangara Undeveloped Land:	those parts of the undeveloped land located on the Kangara estate near Renmark, South Australia, more particularly described in Allotment 9/FP 106444 on Certificate of Title 5171/43 on which the New Orchard will be established on or about 31 December 2005;
Land Owner:	OIML and its permitted assigns and successors;
Licence Fees:	the Licence fees payable under clause 7 of this Agreement;
New Citruslot:	each separate identifiable area of the New Orchard comprising approximately 0.10 hectares established or to be established by the Land Owner on the Kangara Undeveloped Land on or about 31 December 2005;
New Orchard:	all of the New Citruslots to be established on the Kangara Undeveloped Land, comprising approximately 200 hectares;
New Orchard Licence Agreement:	this Agreement;
New Orchard Parent Lease:	the deed of lease (as amended) made between Timbercorp, as lessee, the Land Owner as lessor, and Timbercorp Securities whereby Timbercorp has been, or will be, granted a lease of the New Orchard;
New Orchard Proportion	the proportion (expressed as a percentage) which the plantable area of the New Orchard bears to the plantable area of whole of the Orchard, as at the date of this Agreement;
New Orchard Sub-Lease:	the deed (as amended) made or to be made between Timbercorp Securities, as sub-lessee, Timbercorp, as sub-lessor, and the Land Owner, whereby Timbercorp Securities has been, or will be granted a sub-lease of the Kangara Undeveloped Land;
OIM #2:	OIM #2 Pty Ltd (ACN 112 691 997) as trustee for the Timbercorp Orchard Trust #2, of Level 6, 505 St Kilda Road, Melbourne, Victoria;
OIML:	Orchard Investments Management Limited (ACN 105 684 231) as responsible entity for the Timbercorp Orchard Trust (ARSN 106 557 297), of Level 6, 505 St Kilda Road, Melbourne, Victoria;
Orchard:	all of the Existing Citruslots and the New Citruslots;
Participant Grower:	(a) a several person (or if more than one person, those persons jointly) who is named or otherwise described in the Schedule; and (b) the term "Early Grower" refers to a Participant Grower whose application under the PDS is accepted on or before 15 June 2005; and (c) the term "Post 30 June Grower" refers to a Participant Grower whose application under the PDS is accepted on or after 1 July 2005 until 30 September 2005;
Participating Interest:	has the same meaning as in the Citruslot Management Agreement;

PDS:	the product disclosure statement (as defined in section 761 of the Corporations Act) in relation to the Project;
Pre-Plant Capital Works:	the capital works described in clause 2.1(a)(i)-(vi) which have been or will be carried out on the New Orchard by the Land Owner;
Proceeds:	has the meaning given in the Citruslot Management Agreement;
Product:	Citrus produced in a saleable condition from the relevant Participant Grower's New Citruslots or the New Orchard, whichever is applicable;
Project:	the 2005 Timbercorp Citrus Project promoted by Timbercorp Securities, and which includes the management of a Citrus Orchard, the cultivation and harvesting of Citrus Trees and the processing of Citrus for commercial gain;
Required Water Licences:	(a) the water licences that are, or will be, licensed to Timbercorp Securities and that are attributed to the Kangara Undeveloped Land as required from time to time; and (b) that provide for a maximum licence entitlement specified in paragraph 3.2(a), as reduced by any variation in the maximum licence entitlement from time to time by the relevant water Authority restricting the amount or rate at which water may be taken, or the purpose for which it may be taken or prohibiting the taking of water or the purpose of its use;
Responsible Entity:	the responsible entity of the Project;
Solara Estate:	those parts of the land located at Bookpurnong near Renmark, South Australia, more particularly described in Certificate of Title Register Book Volume 5278 Folio 11, Volume 5278 Folio 12, Volume 5471 Folio 442, and Volume 5519 Folio 293 on which the Existing Orchard is located;
Term:	the term of this Agreement set out in clause 4.1; and
Timbercorp:	Timbercorp Limited (ACN 055 185 067).

1.2 Interpretation

In this Agreement, unless expressed or implied to the contrary:

- (a) a reference to this or any other document includes a variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it;
- (c) the singular includes the plural and vice versa;
- (d) if a word is defined, cognate words have corresponding definitions;
- (e) a reference to a person includes a firm, body corporate, an unincorporated association or an authority;
- (f) a reference to a person includes the person's legal personal representatives, successors, substitutes (including persons taking by novation) and permitted

assigns and transferees;

- (g) a reference to a gender includes the other genders;
- (h) a reference to a clause, recital or schedule is to a clause, recital or schedule in or to this Agreement;
- (i) if a party comprises two or more persons, this Agreement binds them jointly and each of them severally unless a contrary intention is expressed in the Agreement;
- (j) if any of the persons comprising the Participant Grower is a trustee, this Agreement binds that person in its capacity as a trustee and personally; and
- (k) the word "**include**" or "**includes**" is to be read as if the expression "**(but is not limited to)**" immediately followed such word and the word "including" is to be read as if the expression "**(but not limited to)**" immediately followed such word.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of this Agreement.

1.4 Grower and Agreement

- (a) The term "**Participant Grower**" in this Agreement is a reference to the particular Participant Grower named in the Schedule to this Agreement in relation to the relevant New Citruslot.
- (b) The term "**Participant Growers**" in this Agreement is a reference to all several Participant Growers that hold Citruslots in the Project and according to the context, the term "**Participant Growers**" may also include the particular Participant Grower.
- (c) This Agreement is entered into in respect of Participant Growers' New Citruslots referred to in the Schedule and, must be read as if it were a separate Agreement on the terms and conditions of this Agreement in respect of the relevant New Citruslots held by each Participant Grower in the Project.

1.5 Delegation

Timbercorp Securities is entitled to:

- (a) delegate any of its obligations under this Agreement to; and
- (b) exercise any of its rights under this Agreement through,

its employees, agents and contractors, but any delegation by Timbercorp Securities does not release Timbercorp Securities from liability under this Agreement.

1.6 Licence Agreement is not Project Property

This Agreement does not form part of "scheme property", as defined in section 9 of the Corporations Act.

1.7 Capacity of Timbercorp Securities

Timbercorp Securities enters into this Agreement in its personal capacity.

2. THE CITRUS ORCHARD

2.1 Agreement by Timbercorp Securities as to the New Citruslots

-
- (a) Timbercorp Securities agrees with the Participant Grower that it must procure the Land Owner or Timbercorp, at the Land Owner's or Timbercorp's own cost, to establish, or procure the establishment of the New Citruslots on the Kangara Undeveloped Land in accordance with Best Horticultural Practice and construct the necessary infrastructure and carry out the necessary capital works, and without limiting the generality of this paragraph 2.1(a), it must procure the Land Owner or Timbercorp to:
- (i) prepare that part of the Kangara Undeveloped Land on which each New Citruslot is located to ensure that the Citrus Trees can grow satisfactorily subject to any Force Majeure;
 - (ii) install appropriate irrigation equipment and carry out the necessary irrigation works to ensure proper reticulation of water to the Citrus Trees on each New Citruslot;
 - (iii) carry out drainage work and other works to help prevent soil erosion on all the Kangara Undeveloped Land on which New Citruslots are to be located;
 - (iv) eradicate as far as reasonably possible any pests and competitive weeds which may affect the growth or yield of the Citrus Trees on the New Citruslots;
 - (v) rip and mound rows for the Citrus Trees;
 - (vi) construct posts and stakes in accordance with Best Horticultural Practice so that the Citrus Trees can be harvested commercially;
- (collectively, '**Pre-Plant Capital Works**'),
- (vii) ensure that it has available sufficient labour and equipment to enable planting of all the Citrus Trees by 31 December 2005, subject to planting taking place in appropriate climatic and horticultural conditions; and
 - (viii) provide or undertake, as the case requires, such other capital works, services or things which, in the reasonable opinion of Timbercorp Securities, are incidental or ancillary to the effective establishment and provision of the works referred to in paragraphs 2.1(a)(i) to (vii) above.
- (b) The Participant Grower agrees and acknowledges that:
- (i) Timbercorp Securities will use its best endeavours to have the Land Owner or Timbercorp complete the Pre-Plant Capital Works in respect of the New Citruslots in full on or before 30 September 2005 or such later date agreed between the Participant Grower and Timbercorp Securities;
 - (ii) Timbercorp Securities, Timbercorp and the Land Owner will not be liable for any loss (including consequential loss) or damage (including all costs, expenses and other disbursements) incurred by the Participant Grower arising from any delay in establishing the New Citruslots for any reason other than the negligence of Timbercorp Securities, Timbercorp and the Land Owner or their respective officers, employees or agents.
- (c) The Participant Grower acknowledges that the Capital Works and Citrus Trees on, and the Required Water Licences attaching to, the Participant Grower's

New Citruslots are, and will at all times remain, the property of the Land Owner.

3. LICENCES

3.1 Grant of Licence

- (a) Timbercorp Securities grants to the Participant Grower and the Participant Grower takes from Timbercorp Securities a licence, effective from the Commencement Date, to use the relevant New Citruslots for the sole purpose of conducting the Citruslot Operations.
- (b) Timbercorp Securities represents and warrants that:
 - (i) as at the date of this Agreement, the New Orchard Sub-Lease is valid and subsisting;
 - (ii) Timbercorp Securities is entitled under the New Orchard Sub-Lease to grant the licence under this Agreement; and
 - (iii) any consents which may be required to the granting of the licence under this Agreement, have been or will be obtained.

3.2 Water Licences

- (a) The required water licences for the New Orchard are the water requirements specified in the following table:

Water requirements for the New Orchard

Year	2005/06	2006/07	2007/08 onwards
New Orchard – ML/ha	4.0	6.0	9.0
New Orchard – 200ha	800	1,200	1,800

- (b) Timbercorp Securities must:
 - (i) do all things necessary to ensure that its rights under the Required Water Licences are fully exploited to maximise the use and enjoyment of them by all the Participant Growers in the Project;
 - (ii) take all steps to avoid interfering with the supply of water to the relevant New Citruslots and to avoid any actions that would prejudice the Participant Grower's rights under this Agreement; and
 - (iii) ensure that the Required Water Licences are maintained during the Term of the Project.
- (c) The Participant Grower acknowledges that:
 - (i) the Land Owner may purchase additional water licences and provide water to Timbercorp Securities to meet its obligations under the Citruslot Management Agreement, or to Timbercorp under the New Orchard Parent Lease; and

-
- (ii) such additional water licences will at all times remain the property of the Land Owner.
-

4. TERM OF AGREEMENT

4.1 Term of Agreement

- (a) This Agreement will commence on the Commencement Date.
- (b) Subject to clauses 6, 10.1 to 10.3 and clauses 10.5 and 12, this Agreement will continue until the earlier of:
 - (i) the date which is one day before the expiry or termination of the New Orchard Sub-Lease;
 - (ii) termination of the Participating Grower's Participating Interest in the Project;
 - (iii) 29 June 2027; and
 - (iv) termination of the Project.

4.2 Grower's Obligations Upon Termination

- (a) At the end of this Agreement, the Participant Grower must return the relevant New Citruslots to Timbercorp Securities in good condition, but the Participant Grower is not required to remove Citrus Trees or restore the relevant New Citruslots to their original condition.
- (b) Any structures or plant and equipment of any description that belong to the Participating Grower must be removed from the relevant New Citruslots within 30 days after the end of this Agreement. If the Participating Grower does not comply with this requirement then, as between Timbercorp Securities and the Participant Grower, all structures and plant and equipment remaining on the New Citruslots at the time will become the absolute property of Timbercorp Securities.
- (c) The Land Owner and Timbercorp have no obligation to pay the Participant Grower any compensation at the end, or on termination, of this Agreement, including for any structures and plant and equipment remaining on the relevant New Citruslots that become the absolute property of Timbercorp Securities in accordance with paragraph 4.2(b).
- (d) Timbercorp Securities has no obligation to pay the Participant Grower any compensation at the end, or on termination, of this Agreement, including for any structures and plant and equipment remaining on the relevant New Citruslots that become the absolute property of Timbercorp Securities in accordance with paragraph 4.2(b).

5. TIMBERCORP SECURITIES' OBLIGATIONS AND RIGHTS

5.1 Obligations

Timbercorp Securities must:

- (a) maintain for the Term of the Project all local, State and Commonwealth government approvals, licences or permits required for the establishment and ownership of all the New Citruslots;
- (b) allow the Participant Grower to use the relevant New Citruslots without any

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- interruption by Timbercorp Securities or any person claiming through or under Timbercorp Securities for the purpose of the Citruslot Operations;
- (c) not store or use any chemical, inflammable, noxious or dangerous substances in a manner which is likely to result in damage to vegetation, crops or water reserves on the New Citruslots;
 - (d) comply with the provisions of the New Orchard Sub-lease;
 - (e) not create any encumbrances over the Kangara Undeveloped Land or the New Citruslots or any part of the Kangara Undeveloped Land or the New Citruslots ranking in priority to the interests of the Participant Growers under this Agreement other than the agreement referred to in clause 6.1 or where required to do so by an Authority;
 - (f) take all necessary measures to ensure that any fires which may occur or be lit on any neighbouring land owned or occupied by Timbercorp Securities are properly controlled and supervised;
 - (g) comply with all laws and regulations relating to the use and occupancy of any neighbouring land occupied by Timbercorp Securities; and
 - (h) duly and punctually pay or cause to be paid all rates, taxes and other charges levied by any government or competent Authority in respect of all New Citruslots.

5.2 Rights

Timbercorp Securities:

- (a) is entitled to full and free access for the purposes of carrying out its obligations and exercising its rights under this Agreement and the Citruslot Management Agreement with or without vehicles to the New Citruslots along any road or track or any neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp or other Participant Growers which give access to the New Citruslots;
- (b) is entitled to full and free access with or without vehicles to the New Citruslots for the purpose of accessing neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp or other Participant Growers; and
- (c) may at its own expense erect and maintain a sign on the New Citruslots detailing such matters as Timbercorp Securities reasonably considers appropriate.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent

This Agreement is subject to and conditional on:

- (a) the Participant Grower entering into the Citruslot Management Agreement with Timbercorp Securities; and
- (b) Timbercorp Securities entering into valid and subsisting New Orchard Sub-Lease and Existing Orchard Sub-Lease with Timbercorp; and
- (c) the contemporaneous execution of the Existing Orchard Licence Agreement, on or before the Commencement Date.

6.2 Reasonable Endeavours

Each of Timbercorp Securities and the Participant Grower will use all reasonable endeavours to ensure that the conditions specified in clause 6.1 are satisfied as soon as is reasonably practicable, and where required will keep each other fully informed as to progress towards satisfaction of the conditions.

7. LICENCE FEES

7.1 Licence Fees

- (a) Where the Participant Grower is an **Early Grower**, the Participant Grower must pay to Timbercorp Securities the following licence fees per Citruslot:
- (i) for the period from the Commencement Date until 30 June 2005, nil per annum;
 - (ii) for each of the financial years ending 30 June 2006, 2007 and 2008 \$700 multiplied by the New Orchard Proportion, payable on 31 October 2005, 2006 and 2007 respectively;
 - (iii) for each of the financial years ending 30 June 2009 and 2010, \$1,363.64 multiplied by the New Orchard Proportion, payable on 31 October 2008 and 2009, respectively; and
 - (iv) for the financial year ending 30 June 2011, \$1636.36 multiplied by the New Orchard Proportion, payable on 31 October 2010.

Thereafter, the Participant Grower must pay an annual licence fee in accordance with clause 7.2 payable on 31 October of each subsequent year during the Term, commencing on 31 October 2011.

- (b) Where the Participant Grower is a **Post 30 June Grower**, the Participant Grower must pay to Timbercorp Securities the following licence fees per Citruslot:

- (i) for each of the financial years ending 30 June 2006, 2007 and 2008 \$700 multiplied by the New Orchard Proportion, payable on 31 October 2005, 2006 and 2007 respectively;
- (ii) for each of the financial years ending 30 June 2009 and 2010, \$1,363.64 multiplied by the New Orchard Proportion, payable on 31 October 2008 and 2009, respectively; and
- (iii) for the financial year ending 30 June 2011, \$1636.36 multiplied by the New Orchard Proportion, payable on 31 October 2010.

Thereafter, the Participant Grower must pay an annual licence fee in accordance with clause 7.2 payable on 31 October of each subsequent year during the Term, commencing on 31 October 2011.

7.2 Adjustments to Licence Fees

The licence fee payable by the Participant Grower on 31 October 2011 in respect of the Financial Year ending 30 June 2012 and each anniversary thereafter during the Term will be the licence fee payable on the immediately preceding 31 October, Indexed.

7.3 Discontinuance or suspension of CPI

- (a) If the Consumer Price Index (All Groups) Weighted Average of Eight Capital Cities is discontinued or suspended, such other index number that most closely reflects changes in the cost of living for the eight capital cities of

Australia as is mutually agreed between Timbercorp Securities and the Participant Grower will replace it as the new "CPI" or, if they fail to agree, such alternative index number, as in the opinion of an expert appointed by the President for the time being of the Institute of Chartered Accountants (Victorian Division) at the request of either of them most closely reflects changes in the cost of living for the eight capital cities of Australia will replace it as the new "CPI".

- (b) The cost of any expert determination carried out under this clause 7.3 must be borne equally between Timbercorp Securities and the Participant Grower.

7.4 Capacity

All Licence Fees and other amounts paid to Timbercorp Securities under this Agreement are paid to Timbercorp Securities in its personal capacity.

8. GROWER'S OBLIGATIONS

8.1 Permitted use

The Participant Grower must only use the Citruslots solely for the purpose of the Citruslot Operations.

8.2 Grower's duties

The Participant Grower must, at its expense:

- (a) undertake the Citruslot Operations on the relevant New Citruslots;
- (b) use the relevant New Citruslots solely for the purpose of Citruslot Operations;
- (c) comply with Best Horticultural Practice;
- (d) comply with all laws and regulations relating to the use and occupancy of the relevant New Citruslots;
- (e) take all reasonable steps to avoid interfering with the activities carried out on any neighbouring land by the owner or occupier of that land;
- (f) maintain the relevant New Citruslots in accordance with Best Horticultural Practice, including using soil management technique methods to reduce erosion and maintain soil quality;
- (g) permit Timbercorp Securities and its employees, agents and contractors to enter upon the relevant New Citruslots from time to time with or without equipment for the purposes of observing the state of the relevant New Citruslots;
- (h) permit Timbercorp Securities and its employees, agents and contractors to enter upon the relevant New Citruslots from time to time with or without equipment for the purpose of performing its obligations under this Agreement and the Citruslot Management Agreement;
- (i) permit the Land Owner and its employees, agents and contractors to enter upon the relevant New Citruslots from time to time with or without equipment for the purpose of performing its obligations under this Agreement;
- (j) comply or procure compliance with the provisions of the Citruslot Management Agreement; and
- (k) give such rights of way and free access to the occupiers of any other Citruslots adjoining the relevant New Citruslots and their agents and contractors, as are necessary for their proper use and enjoyment of their

Citruslots, but such rights of access are limited to the unimpeded use of any existing access roads, pathways or fire-breaks on or about the relevant New Citruslots.

8.3 Delegation by the Participant Grower

The Participant Grower may, for the better performance of its obligations under this Agreement, engage any person as an agent and all rights granted and obligations imposed on the Participant Grower under this Agreement may be enjoyed by the Participant Grower's agent.

8.4 Delegation does not limit Grower's liability

Any delegation by the Participant Grower under clause 8.3 does not release the Participant Grower from liability under this Agreement.

9. RIGHTS OF THE LAND OWNER AND TIMBERCORP

9.1 Rights of the Land Owner

The Participant Grower agrees and acknowledges that the Land Owner:

- (a) is entitled to full and free access for the purposes of carrying out its obligations and exercising its rights under the New Orchard Parent Lease with or without vehicles to the New Citruslots along any road or track or any neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person which gives access to the New Citruslots;
- (b) is entitled to full and free access with or without vehicles to the relevant New Citruslots for the purpose of accessing neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person.

9.2 Rights of Timbercorp

The Participant Grower agrees and acknowledges that Timbercorp:

- (a) is entitled to full and free access for the purposes of carrying out its obligations and exercising its rights under the New Orchard Sub-Lease with or without vehicles to the New Citruslots along any road or track or any neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person which gives access to the New Citruslots;
- (b) is entitled to full and free access with or without vehicles to the relevant New Citruslots for the purpose of accessing neighbouring land owned or occupied by Timbercorp Securities, the Land Owner, Timbercorp, other Participant Growers or any other person.

10. TERMINATION OF AGREEMENT

10.1 Termination of Agreement by the Participant Grower

The Participant Grower may terminate this Agreement by notice in writing to Timbercorp Securities immediately, if:

- (a) Timbercorp Securities goes into liquidation, other than for the purposes of reconstruction or amalgamation, or a Controller or Administrator is appointed

in relation to the undertaking of Timbercorp Securities or any part of its undertaking;

- (b) Timbercorp Securities ceases to carry on business;
- (c) Timbercorp Securities fails or neglects to pay any moneys due to the Participant Grower, or is in default of any material obligation under this Agreement and such default continues for a period of 3 months after receipt by Timbercorp Securities of written notice from the Participant Grower specifying the default and requesting that the default be remedied, except where Timbercorp Securities has advised the Participant Grower of a plan of remedial action to satisfy any such duty and has substantially completed such plan; or
- (d) the Participant Grower is entitled to terminate the Participant Grower's Existing Orchard Licence Agreement other than under clause 10.3 or clause 10.4 of the Existing Orchard Licence Agreement.

10.1A Deemed termination

This Agreement will terminate with immediate effect if the Participant Grower's Existing Orchard Licence Agreement is terminated other than under clause 10.3 or 10.4 of the Existing Orchard Licence Agreement.

10.2 Termination of Agreement by Timbercorp Securities

- (a) Subject to paragraph 10.2(b) and without prejudice to Timbercorp Securities rights under clause 12, Timbercorp Securities may terminate this Agreement in respect of all the New Citruslots of the Participant Grower, with immediate effect, if:
 - (i) the Participant Grower fails to make a payment within the time required under this Agreement in relation to any New Citruslot of the Participant Grower or the Constitution or commits a material breach of this Agreement in relation to any New Citruslot of the Participant Grower or the Constitution and fails to remedy the breach, or make reasonable compensation in money within 30 days after Timbercorp Securities has served a written notice on the Participant Grower requiring the Participant Grower to remedy the breach; or
 - (ii) Timbercorp Securities is entitled to terminate the Participant Grower's Existing Orchard Licence Agreement.
- (b) The written notice referred to in paragraph 10.2(a) must specify the breach and request the breach to be remedied.
- (c) The Agreement will terminate if Timbercorp Securities exercises its rights under clause 12.

10.3 Damage to New Citruslots

If, in respect of the relevant New Citruslots:

- (a) the whole or a substantial part of the relevant New Citruslots is damaged or destroyed whether by fire or any other cause whatsoever; or
- (b) an independent horticultural consultant jointly commissioned by the Participant Grower and Timbercorp Securities reasonably determines that the whole or a substantial part of the relevant New Citruslots is no longer commercially viable,

the Participant Grower may terminate this Agreement in respect of the relevant New Citruslots by giving not less than 4 months' prior written notice of such termination to Timbercorp Securities. Termination under this clause takes effect on and from the 30

June next following the expiration of the period of notice.

10.4 Reduction of New Citruslots

If, in respect of the relevant New Citruslots:

- (a) part of the relevant New Citruslots is damaged or destroyed whether by fire or any other cause whatsoever; or
- (b) an independent horticultural consultant jointly commissioned by the Participant Grower and Timbercorp Securities reasonably determines that part of the relevant New Citruslots is no longer commercially viable,

the Participant Grower may terminate this Agreement in respect of that part of the relevant New Citruslots which is damaged or destroyed, by giving not less than 4 months' prior written notice of such termination to Timbercorp Securities. Termination under this clause takes effect on and from the 30 June next following the expiration of the period of notice.

10.5 Effect of Termination

- (a) Termination of this Agreement under clauses 10.1, 10.1A 10.2 or 10.3 or reduction of the relevant New Citruslots under clause 10.4 is without prejudice to any rights and obligations that may have accrued prior to the date of termination.
- (b) Termination of this Agreement in respect of any number of all of the relevant New Citruslots or part of the relevant New Citruslots under this clause 10 does not affect the rights or obligations of the parties in respect of any other New Citruslots or any other part of the reduced relevant New Citruslots.
- (c) If this Agreement is terminated under clause 10.2 in relation to all of the New Citruslots of the Participant Grower, and the Participant Grower's Existing Orchard Licence Agreement is terminated under clause 10.2 of that agreement in relation to all of the Existing Citruslots of the Participant Grower, the Participant Grower loses all rights and interest as a participant in the Project, and the procedures for consequences of default and termination as set out in the Constitution and, if applicable, clause 12 of this Agreement may be followed.
- (d) The termination of this Agreement will terminate the rights and obligations of the parties under this Agreement except to the extent that those rights and obligations are expressed to survive termination.

10.6 Termination of New Orchard Sub-Lease

If the New Orchard Sub-Lease terminates before it would otherwise have expired by the effluxion of time, then the following provisions apply:

- (a) the Land Owner and the Participant Grower agree that this Agreement will continue with all necessary modifications as if the Land Owner were named as the licensor in lieu of Timbercorp Securities from the termination of the New Orchard Sub-Lease;
- (b) In the event that the Participant Grower pays Licence Fees to Timbercorp Securities rather than the Land Owner, then Timbercorp Securities must pay to the Land Owner all Licence Fees so paid under this Agreement (on a GST exclusive basis) within 30 days after receiving the Licence Fees from the Participant Grower;
- (c) To the extent that the amount paid to the Land Owner under paragraph (b) and the New Orchard Sub-Lease is less than the rent that the Land Owner would have otherwise received from Timbercorp under the New Orchard Parent Lease for each anniversary from the commencement date of the New Orchard

Parent Lease, Timbercorp must pay to the Land Owner the shortfall within 30 days after the Land Owner gives Timbercorp notice in writing requesting such payment to be made; and

- (d) To the extent that at any given time the amount paid by Timbercorp Securities to the Land Owner under paragraph (b) and the New Orchard Sub-Lease is more than the rent which the Land Owner would have otherwise received from Timbercorp under the New Orchard Parent Lease for each anniversary from the commencement date of the New Orchard Parent Lease at that time, the Land Owner must refund the excess to Timbercorp Securities within 30 days.

10.7 Land Owner's liability

Timbercorp Securities, Timbercorp and the Participant Grower agree and acknowledge that:

- (a) the Land Owner will not be liable for any loss or damage incurred by them arising out of, or in connection with, this Agreement, other than any loss or damage incurred by them arising out of, or in connection with, any act or omission of the Land Owner after it becomes the licensor under this Agreement in accordance with clause 10.6;
- (b) OIML will in no circumstances be required to satisfy any liability owed to any party or to any person claiming through a party for breach of any obligation pursuant to, or in respect of, this Agreement out of any funds, property or assets other than the assets held as the responsible entity of the Timbercorp Orchard Trust constitution under OIML's control and in its possession and available to be properly resorted to by OIML, except that the limitation contained in this paragraph (b) does not apply in the case of any fraud or breach of trust on the part of OIML.

11. EXCUSES FOR NON PERFORMANCE

11.1 Force Majeure

Timbercorp Securities will not have any obligation to observe or comply with the terms of this Agreement to the extent that the observance of, or compliance with, those terms is prevented by Force Majeure.

11.2 Lack or unavailability of funds

Performance or fulfilment of an obligation is not to be taken to be prevented by Force Majeure if it is prevented by lack of funds or by inability to use available funds resulting from Force Majeure.

11.3 Liability

Timbercorp Securities' failure to observe or comply with the terms of this Agreement will not give rise to any liability to any party for any direct or indirect consequential or special loss or damage of any kind to the extent that the failure to observe or comply with those terms is attributable to Force Majeure.

12. LICENCE FEES AND EXPENSES

12.1 Failure to Pay

If the Participant Grower fails or neglects to pay:

- (a) the Licence Fees payable under this Agreement; or

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- (b) any amount due and payable by the Participant Grower under the Citruslot Management Agreement; or
 - (c) any amount due and payable by the Participant Grower under the Constitution in respect of the Citruslots,

by the due date, Timbercorp Securities may, after giving the Participant Grower 30 days' prior written notice, terminate this Agreement under clause 10.2 and exercise either of the remedies set out in clauses 12.2 and 12.3 (in addition to and without prejudice to any other rights of Timbercorp Securities).

12.2 Timbercorp Securities may pay on Behalf of Defaulting Grower

If the Participant Grower fails or neglects to make payment of any amount under clause 12.1, Timbercorp Securities may pay on behalf of the Participant Grower, from its own funds, any such expense owing by the Participant Grower and Timbercorp Securities will be entitled to be reimbursed out of any Proceeds to which the Participant Grower is entitled, the amount of such payment together with interest at a rate of interest for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria), calculated from the date that the payment fell due until Timbercorp Securities has been reimbursed in full.

12.3 Defaulting Participant Grower's Interest may be dealt with under the Constitution

If the Participant Grower fails or neglects to make payment of any amount under clause 12.1 then Timbercorp Securities may deal with the interest of the Participant Grower by exercising any of its powers and rights under the Constitution.

13. ASSIGNMENT

13.1 Assignment by Timbercorp Securities

Subject to clause 13.2, Timbercorp Securities may freely assign any of its rights and interests under this Agreement so long as Timbercorp Securities does not assign its interest in this Agreement in any way without first entering a deed with the person with whom Timbercorp Securities is dealing ("**the Grantee**"). The deed must contain a covenant by the Grantee in favour of the Participant Grower to observe and perform all or any of the covenants:

- (a) contained or implied in this Agreement, the Existing Orchard Licence Agreement and the Citruslot Management Agreement; and
- (b) required to be observed or performed by Timbercorp Securities.

13.2 Agreements with Contractors

Timbercorp Securities may only assign its rights and interests in this Agreement to the Grantee if, at the same time, it assigns to the Grantee all its rights and interests in any contract under which it has delegated some or all of its obligations under this Agreement, and for this purpose, Timbercorp Securities has obtained the written consent to the assignment from the contractor.

13.3 Timbercorp Securities or Grantee to pay for deed

The cost of any deed required under clause 13.1 must be paid by Timbercorp Securities or the Grantee, but not the Participant Grower. A copy of any deed required under clause 13.1 must be given to the Land Owner within 14 days of its execution.

13.4 Assignment by the Participant Grower

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- (a) Subject to the requirements of the Constitution, the Participant Grower may only assign its rights under this Agreement if the Participant Grower:
 - (i) first obtains a deed of covenant signed by the proposed assignee in favour of Timbercorp Securities and the Responsible Entity stating that the assignee will at all times during the remainder of the Term observe and perform all and any of the terms and conditions of this Agreement, the Existing Orchard Licence Agreement, the Constitution and the Citruslot Management Agreement applying to the Participant Grower's Citruslots being assigned;
 - (ii) contemporaneously assigns its rights under the Existing Orchard Licence Agreement and the Citruslot Management Agreement to the same grantee; and
 - (iii) is not in default of any of its obligations under this Agreement, the Existing Orchard Licence Agreement, the Constitution and the Citruslot Management Agreement applying to the relevant New Citruslots or any other agreement to which the Participant Grower is a party in respect of the Project.
 - (b) The proposed assignee is deemed to have entered into a Citruslot Management Agreement, this Agreement and the Existing Orchard Licence Agreement, with the same terms and conditions as those applying to the Citruslots being assigned to it by the Participant Grower immediately before the date of the assignment, on and from the date of the assignment.

13.5 Release of liability of Grower

Once the Participant Grower has perfected an assignment of its interest in this Agreement in accordance with clause 13.4, the Participant Grower no longer remains liable under this Agreement in respect of any act done or omitted to be done after the assignment is effected in respect of the Citruslots assigned.

14. GOODS AND SERVICES TAX

- (a) If any supply made by a party ("**Supplier**") to the other ("**Recipient**") under this Agreement is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the value of the taxable supply (the "**GST Exclusive Amount**") and not the price for that taxable supply.
- (b) In addition to the GST Exclusive Amount for a taxable supply under this Agreement, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST Rate.
- (c) The GST payable under paragraph 14(b) is payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Agreement.
- (d) The right of a Supplier to payment under this clause is subject to a valid tax invoice, which complies with GST Law, being issued and delivered by the Supplier to the Recipient.
- (e) If a payment to satisfy a claim or a right to a claim under or in connection with this Agreement, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with

paragraph 14(b).

- (f) If a decision making body orders that a payment be made to a party to satisfy a claim under or in connection with this Agreement, and such payment will give rise to a liability to pay GST, the parties authorise the decision making body to order that a further amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.
- (g) If a party has a claim under or in connection with this Agreement for a cost on which that party must pay GST, the claim is for the cost plus all GST, except any GST for which that party is entitled to an input tax credit, including a reduced input tax credit or an adjusted input tax credit.
- (h) If a party has a claim under or in connection with this Agreement and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.

15. LIMITATION OF LIABILITY OF GROWER

Subject to clause 12.2, in no circumstances will the Participant Grower be obliged to incur any liability under this Agreement in excess of the annual Licence Fees payable under this Agreement, the fees and expenses payable by the Participant Grower under the Citruslot Management Agreement in relation to the relevant New Citruslots and its Participating Interest in the Proceeds.

16. NOTICE

16.1 Form of Notice

Any notice to be given under or in connection with this Agreement must be in writing and may be signed by an authorised representative of the party giving the notice. The notice may be served by:

- (a) hand delivery;
- (b) post or registered or certified mail; or
- (c) fax,

to such address or fax number of the party to whom the notice is directed as the addressee may notify prior to such notice being given.

16.2 Receipt of Notice

Any notice will be effective and will be deemed to be received:

- (a) if hand delivered, then upon delivery;
 - (b) if posted, then 48 hours after the notice has been properly posted if that falls on a Business Day, and if not, on the first Business Day afterwards; and
 - (c) if sent by fax, then at the date and time of transmission as shown by the confirmation report from the sender's fax machine indicating that the notice has been received in full by the recipient's fax machine.
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17. PROPER LAW

This Agreement is governed by, and to be interpreted in accordance with, the laws of South Australia and the parties to this Agreement submit to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement.

18. AMENDMENTS

- (a) This Agreement may be amended by another document in writing and duly signed by the parties to this Agreement.
 - (b) Subject to paragraph 18(c), Timbercorp Securities, may amend the provisions of this Agreement to such extent as may be required to:
 - (i) satisfy the requirements of any statute, ordinance, rule, regulation or by-law which may be passed and which affects the Project;
 - (ii) comply with the effect of any judicial decision; or
 - (iii) enable the provisions of this Agreement, or the Project, to be more conveniently, advantageously, profitably or economically administered or managed.
 - (c) Before Timbercorp Securities may amend the Agreement as provided under paragraph 18(b), the Responsible Entity must be reasonably satisfied that the amendment does not adversely affect the rights of all the Participant Growers.
 - (d) Subject to the Corporations Act, Timbercorp Securities may make the amendments on behalf of itself and the Responsible Entity, on behalf of the Participant Grower. To give effect to this clause, the Participant Grower appoints the Responsible Entity as its attorney to make amendments to this Agreement.
 - (e) If the Responsible Entity cannot be satisfied that it can consent to the amendments in accordance with paragraph 18(c), then amendments may only be made in accordance with paragraph (a).
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19. DISPUTE RESOLUTION

19.1 Referral by the Participant Grower

- (a) Any dispute or difference whatsoever in connection with this Agreement must be dealt with by the Participant Grower as follows in the event that the dispute or difference is unable to be resolved by Timbercorp Securities to the Participant Grower's satisfaction:
 - (i) if the dispute or difference falls within the rules of the Financial Industry Complaints Service (**FICS**) or Insurance Brokers Disputes Limited (**IBD**), the Participant Grower may refer the dispute or difference to FICS or IBD, for determination in accordance with FICS' or IBD's rules, as the case requires; or
 - (ii) if:
 - (A) the dispute or difference does not fall within the rules of FICS or IBD; or
 - (B) the Participant Grower does not wish to refer the dispute or difference to FICS or IBD in accordance with paragraph 19.1(a)(i),

the dispute or difference must be submitted by the Participant Grower to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:

- (C) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (D) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
- (i) subject to any right of appeal contained in the rules of FICS or IBD, agree to accept the determination of FICS, IBD or the arbitrator, as the case requires, in accordance with paragraph 19.1(a) as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.

19.2 Timbercorp Securities

- (a) Clause 19.1 is for the benefit of Timbercorp Securities only, and it does not prevent Timbercorp Securities from:
- (i) commencing proceedings against the Participant Grower in any relevant jurisdiction;
 - (ii) submitting any dispute or difference whatsoever with a Participant Grower in connection with this Agreement to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (A) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (B) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
- (i) agree to accept the determination of the arbitrator in relation to any dispute or difference referred to arbitration in accordance with paragraph 19.2(a), as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.
- (c) Timbercorp Securities must ensure that it has an internal complaints handling procedure that conforms where reasonably possible to the procedure set out in clauses 25.2, 25.3 and 25.4 of the Constitution.

20. CONSTITUTION

The rights and obligations of the parties under this Agreement are subject to the terms and conditions of the Constitution.

21. STATUTORY PROVISIONS

To the extent permitted by law, all provisions implied by statute are expressly excluded from this Agreement and the licence granted under this Agreement, including all provisions implied in licences by the Real Property Act 1886 (SA).

22. INSURANCE

Each party agrees that it will not do or permit or suffer to be done any act, manner or thing which may prejudice or render void or voidable any insurances in respect of the New Citruslots or the Citrus Trees taken out by Timbercorp Securities, the Land Owner, Timbercorp or any Participant Grower or result in the premiums for such insurances being increased.

23. FURTHER ASSURANCES

Each party agrees to sign such documents and do all such acts, matters and things as may be reasonably required by any other party to give effect to this Agreement.

24. SEVERABILITY

If any provision of this Agreement is or becomes void or unenforceable, that provision will be severed from this Agreement to the intent that the remaining provisions of this Agreement will continue in full force and effect.

Executed as an Agreement

EXECUTED by TIMBERCORP)
SECURITIES LIMITED in)
accordance with section 127 of)
the Corporations Act:)

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

**EXECUTED by TIMBERCORP)
LIMITED in accordance with)
section 127 of the Corporations)
Act:)**

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

**EXECUTED by TIMBERCORP)
SECURITIES LIMITED as agent)
and attorney for and on behalf of)
each several Participant Grower in)
accordance with section 127 of)
the Corporations Act:)
)**

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

**EXECUTED by ORCHARD)
INVESTMENTS MANAGEMENT)
LIMITED as responsible entity of)
THE TIMBERCORP ORCHARD)
TRUST in accordance with section
127 of the Corporations Act:**

Signature

Full Name

Director

Signature

Full Name

Director/ Secretary

SCHEDULE

Participant Growers' Details

FOURTH SCHEDULE

CITRUSLOT STATEMENT

(As at [Month] 20[])

Date & Name of PDS:

Name of Participant Grower:

Address of Participant Grower:

Chargee (if any):

Date of Charge:

Anticipated date of Redemption of Charge:

Application Amount:

Date of Payment of Application:

Date Participant Grower Registered:

Date Participant Grower ceased being registered:

Description of Citruslots:

As at the [Month] [] the above particulars were registered in the Register of Participant Growers at Level 8, 461 Bourke Street, Melbourne Victoria pursuant to clause 10.3 of the Constitution of the Project and replaces all previous statements sent to you.

Issued by:

TIMBERCORP SECURITIES LIMITED
ACN 092 311 469
(Responsible Entity)
Level 8, 461 Bourke Street
MELBOURNE VIC 3000

This Citruslot Statement is not a Certificate of Title to any Citruslot but merely a Statement from the Responsible Entity as to the registration particulars of the Register of Participant Growers as at the date of this Statement.

FIFTH SCHEDULE

Item 1:

NOTICE OF CHARGE

To: Timbercorp Securities Limited (ACN 092 311 469)
Level 8
461 Bourke Street
MELBOURNE VIC 3000

PARTICULARS OF CHARGE:

Participant Grower:

Citruslot Details:

Date of Charge:

I/We (Participant Grower)
of (Address of Participant
Grower)

REQUEST that (Chargee) of
..... (Address of Chargee)

be registered as Chargee of the above Citruslots pursuant to Charge dated day of
..... made between the Participant Grower as Chargor and the Chargee.

Dated this day of

.....
Participant Grower

.....
Witness

Item 2:

NOTICE OF DISCHARGE OF CHARGE

To: Timbercorp Securities Limited (ACN 092 311 469)
Level 8
461 Bourke Street
MELBOURNE VIC 3000

PARTICULARS OF CHARGE:

Participant Grower:

Address of Participant Grower:

Citruslot Details:

Date of Charge:

I/We

of

DISCHARGE the above Citruslots from the whole of the principal, interest or other moneys secured by Charge dated day of 20 made between the Participant Grower as Chargor and ourself/ourselves as Chargee.

Dated this day of 20 .

.....
Chargee

.....
Witness

SIXTH SCHEDULE

DEED OF ASSIGNMENT

I/We
of
in consideration of the sum of \$ paid to me/us by
..... of

("the Assignee") assign to the Assignee all my/our right title and interest in the Citruslots detailed in the Schedule and relevant to those Citruslots all my/our right title and interest in the Constitution of the Project dated [] made between Timbercorp Securities Limited ACN 092 311 469 as Responsible Entity ("the Responsible Entity") and each several Participant Grower; the relevant Licence Agreements and the relevant Citruslot Management Agreement; AND all the rights and obligations under or incurred pursuant to them.

The Assignee accepts the assignment and acknowledges and agrees to be bound by the terms and conditions of the Constitution; the relevant Licence Agreements and the relevant Citruslot Management Agreement; AND all the rights and obligations under or incurred pursuant thereto as if the Assignee were named as one of the original parties to each of the Constitution and the Grower Agreements.

The Responsible Entity acknowledges and confirms the terms of this Deed of Assignment.

Words and expressions used in this Deed of Assignment have the same meanings as in the Constitution unless the contrary requires.

SCHEDULE

Citruslot Details:

Dated this day of 20.....

EXECUTED as a Deed

.....
Signature of Assignors

Witness: Witness:

.....
Signature of Assignees

Witness: Witness:

EXECUTED for and on behalf of

TIMBERCORP SECURITIES LIMITED

(ACN 092 311 469) by

Witness:

SEVENTH SCHEDULE

INSTRUMENT OF TRANSMISSION

To: Timbercorp Securities Limited (ACN 092 311 469)
Level 8
461 Bourke Street
MELBOURNE VIC 3000

Participant Grower:

Address of Participant Grower:

Citruslot Details:

Date of Death of Participant Grower:

Administrator/Executor:

Address of Administrator/Executor:

I/We (Representative)

REQUEST that:

A. I/We be registered as the Participant Grower of the above Citruslots pursuant to Grant of Probate/Letters of Administration dated day of 20

OR

B. of ("New Participant Grower")

be registered as Participant Grower pursuant to Grant of Probate/Letters of Administration dated day of 20

The Administrator/Executor and/or the New Participant Grower acknowledges and agrees to be bound by the terms and conditions of the Constitution of the Project dated [] made between Timbercorp Securities Limited ACN. 092 311 469 as Responsible Entity and each Participant Grower; the relevant Licence Agreements and the relevant Citruslot Management Agreement; AND all the rights and obligations under or incurred pursuant thereto as if the Administrator/Executor/New Participant Grower were named as one of the original parties to each of those Agreements.

Dated this day of 20

.....
Administrator/Executor

.....
Witness

New Participant Grower

Witness

- A. Grant of Probate or Letters of Administration (or Certified Office Copy of same) AND
- B. Death Certificate must accompany Transmission Application.

First Supplemental Deed

for

**2005 Timbercorp Citrus Project
(ARSN 114 091 299)**

by the responsible entity being

**Timbercorp Securities Limited
(ACN 092 311 469)**

NM TAYLOR
L A W Y E R S

Level 7
350 Collins Street
MELBOURNE VIC 3000

Telephone: 9600 3525
Facsimile: 9600 3527
Ref: NMT/01139/007

Details of this First Supplemental Deed

Date of the Deed:

This Deed is made on 19 August 2008

Party to the Deed:

1. **Timbercorp Securities Limited**
ACN 092 311 469
Level 8, 461 Bourke Street
MELBOURNE VIC 3000

(Responsible Entity)

Background to the Deed

- A. The 2005 Timbercorp Citrus Project (ARSN 114 091 299) (**Project**) is governed by a Constitution dated 2 May 2005 executed by the Responsible Entity with the intent that it be legally enforceable as between the Responsible Entity and each Grower, ("the **Constitution**").
 - B. Section 601GC of the Corporations Act provides that the Responsible Entity may modify the Constitution if the Responsible Entity reasonably considers that the change will not adversely affect members' rights.
 - C. The Responsible Entity wishes to modify the Constitution and has satisfied itself that, the amendments contained in this Deed will not adversely affect the Growers' rights.
-

Operative Provisions:

1. INTERPRETATION

1.1 Definitions

Words and expressions defined in the Constitution have the same meanings when used in this Deed, as modified or inserted by the Schedule to this Deed.

1.2 Construction

In this Deed:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this Deed;

-
- (b) words importing the singular include the plural and vice versa;
 - (c) words importing a gender include any gender;
 - (d) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
 - (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
 - (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this paragraph 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
 - (g) a reference to a paragraph, clause or schedule is a reference to a paragraph and clause of, and schedule to, this Deed and a reference to this Deed includes any schedule;
 - (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (i) a reference to a party to a document includes that party's successors and permitted assigns; and
 - (j) a reference to a document includes any agreement in writing and any certificate, notice, instrument or other document of any kind.
-

2. AMENDMENTS

2.1 Deed is Supplemental

This Deed is supplemental to the Constitution and, except as otherwise provided in this Deed, the Constitution remains in full force and effect.

2.2 Amendments to the Constitution

The Responsible Entity modifies and amends the provisions of the Constitution as provided in the Schedule to this Deed.

2.3 Ratification and Confirmation

In all other respects, the Responsible Entity confirms and ratifies the terms and conditions of the Constitution.

2.4 Operative Date

The modifications and amendments made by this Deed take effect on and from the date of lodgement of this Deed with the Australian Securities and Investments Commission.

Executed as a Deed

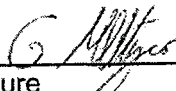
EXECUTED by TIMBERCORP)
SECURITIES LIMITED in)
accordance with section 127 of)
the Corporations Act:)



Signature
Sol Charles Rabinowicz

Full Name
Director

Position Held



Signature
Gideon Meltzer

Full Name
Secretary

Position Held

SCHEDULE CONSTITUTION AMENDMENTS

The Constitution is modified and amended by the replacement of paragraphs 18.4(c) and (d) with the following:

“(c) Responsible Entity may give notice

- (i) The Responsible Entity may give notice to the Grower that the Grower is in default and that the Responsible Entity may exercise its right for and on behalf of the Defaulting Grower to sell and assign all of the relevant Citruslots held by the Defaulting Grower if payment of the amount or amounts due under the Agreements or this Deed, or other default thereunder, is not rectified within 30 days of the notice being so given to the Defaulting Grower.
- (ii) In the event that notice is given as provided in paragraph 18.4(c)(i) and the Defaulting Grower fails or neglects to remedy the default complained of, the Responsible Entity may, for and on behalf of the Defaulting Grower, sell some or all of the relevant Citruslots by public auction to be conducted as far as practicable in accordance with the provisions set out in sections 254Q to 254R inclusive of the Corporations Act relating to the sale by a company of forfeited shares.
- (iii) The Responsible Entity has no liability to the Defaulting Grower in respect of such assignment or sale.

(d) Responsible Entity may assign or auction

- (i) If a Grower has ceased to participate in the Project in respect of a relevant Citruslots due to the termination of the Agreements, the Responsible Entity must procure an assignment of the Citruslot to the Land Owner or any other person nominated by the Responsible Entity by the later of:
 - (1) 6 months after the Agreements have been terminated; or
 - (2) 14 days after the independent valuer has determined the market value of the Relevant Citruslots.
- (ii) The consideration for the assignment of relevant Citruslots to the Land Owner or any other person nominated by the Responsible Entity in accordance with this paragraph 18.4(d) will be the market value of the relevant Citruslot determined by an independent valuer at the Defaulting Grower's cost. The Responsible Entity and the Defaulting Grower must jointly request the President of Victorian Law Institute Limited (or, if such body has ceased to exist, then such other institute or body which carries out similar functions) to nominate a person to value the Citruslots for the purposes of this paragraph 18.4(d).
- (iii) If the Responsible Entity decides to exercise its rights under paragraph 18.4(c)(ii) the time and place of the auction referred to in paragraph 18.4(c)(ii) must be:
 - (A) publicly advertised;

-
- (B) notified to all Growers (placing such reserve price on the relevant Citruslot as the Responsible Entity thinks fit).
- (iv) If no bid is received at such auction equal to the reserve price on the relevant Citruslot, the Responsible Entity may sell or otherwise dispose of the relevant Citruslot, on behalf of the Defaulting Grower, as it thinks fit, including a sale to itself at a price not less than the reserve price. Other than a liability to pay the sale price in the event of a sale to itself in any of these events, the Responsible Entity has no liability.
- (v) In the event that the Responsible Entity determines to dispose of the relevant Citruslot by means of issue of a Product Disclosure Statement, the Product Disclosure Statement must disclose the amount and dates of future moneys payable under this clause 18.4 and the consequences of failure to pay those moneys.
- (vi) The consideration for the assignment or proceeds of sale of any relevant Citruslot must be applied in the following order of priority:
- (A) payment of the costs of and incidental to the auction, and the assignment, as the case may be;
- (B) in payment of the reasonable costs and expenses incurred by the Responsible Entity and the Landowner in connection with the Defaulting Grower's default plus interest;
- (C) in payment of any amounts owing by the Defaulting Grower under the Sub-Lease Deed plus interest;
- (D) in payment of any amounts owing by the Defaulting Grower under the Citruslot Management Agreement plus interest;
- (E) in payment of any amounts owing by the Defaulting Grower under this Deed plus interest;
- (F) any residue is to be treated as Proceeds for the benefit of the Grower.
- (vii) If there is insufficient money remaining from the proceeds of the sale of the Defaulting Grower's Citruslots to pay all of the outstanding costs and liabilities set out in paragraph 18.4(d)(vi), then the Defaulting Grower must make good that difference. The difference constitutes a debt owing by the Defaulting Grower to the Responsible Entity.
- (viii) The Defaulting Grower appoints the Responsible Entity its attorney to enter into and execute for and on behalf of the Defaulting Grower such documents, and do such other things, as the Responsible Entity in its absolute discretion considers necessary or desirable in order to give effect to this paragraph 18.4(d)."

[End of Schedule]

Amendment Deed

2005 Timbercorp Citrus Project
ARSN 114 091 299

THIS DEED POLL is made on 29 December 2009

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2005 Timbercorp Citrus Project (ARSN 114 091 299) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any sub-leases of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each sub-lease on behalf of the Growers and considers that the modification of the Constitution to include such a power will not adversely affect members' rights.
- E In accordance with section 601GC of the *Corporations Act*, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"**Constitution**" means the constitution dated 2 May 2005 (as amended).

"**Effective Date**" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Sub-lease;"

2.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

2.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

3 General

3.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

3.2 Attorneys

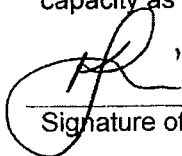
Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

3.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

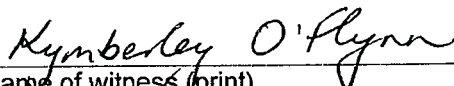
EXECUTED by **TIMBERCORP**)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by **LEANNE KYLIE CHESSER** in her)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator



Name of witness (print)

Timbercorp Securities Limited (in liquidation)
ACN 092 311 469

Further Amendment Deed
2005 Timbercorp Citrus Project
ARSN 114 091 299

Arnold Bloch Leibler
Ref:JCS:011499489
ABL/879691v1

THIS DEED POLL is made on

28 January

2010

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)

ACN 092 311 469

of Level 8, 461 Bourke Street, Melbourne 3000

("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2005 Timbercorp Citrus Project (ARSN 114 091 299) pursuant to the Constitution.
- B TSL wishes to amend a typographical error in the Constitution and considers that the modification of the Constitution to correct the typographical error will not adversely affect members' rights.
- C In accordance with section 601GC of the *Corporations Act*, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"**Constitution**" means the constitution dated 2 May 2005 (as amended).

"**Effective Date**" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date by amending clause 11(fa) to read:

"(fa) to assign, terminate, surrender or otherwise deal with any Licence Agreement;".

2.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

2.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

3 General

3.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

3.2 Attorneys

Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

3.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator



Name of witness (print)