
SUB-LEASE – VICTORIA
1999 TIMBERCORP EUCALYPTS PROJECT
2000 PLANTINGS – POST JUNE 1999 GROWERS

B E T W E E N

TIMBERCORP LIMITED

A.C.N. 055 185 067

(the "Project Manager")

- and -

EACH SEVERAL GROWER

(the "Grower")

CONTENTS

| | |
|---|-----------|
| 1. DEFINITIONS | 1 |
| 2. INTERPRETATION | 2 |
| 3. GRANT OF SUB-LEASE | 3 |
| 4. CONDITIONS | 3 |
| 5. RENT | 4 |
| 6. RELEVANT GROWER'S OBLIGATIONS | 5 |
| 7. PROJECT MANAGER'S OBLIGATIONS | 6 |
| 8. RELEVANT GROWER'S RIGHTS | 7 |
| 9. PROJECT MANAGER'S RIGHTS | 8 |
| 10. FORCE MAJEURE | 9 |
| 11. EARLY TERMINATION AND REDUCTION OF THE RELEVANT WOODLOTS | 10 |
| 12. RIGHTS AND OBLIGATIONS ON EXPIRATION OR TERMINATION | 12 |
| 13. OWNERSHIP OF THE TREES | 12 |
| 14. MINING AND PETROLEUM ACTIVITIES | 13 |
| 15. WARRANTIES | 14 |
| 16. NOTICES | 15 |
| 17. CAVEAT | 15 |
| 18. GENERAL | 15 |

THIS SUB-LEASE is made on 15th April 2000.

BETWEEN:

FIRST PARTY: TIMBERCORP LIMITED, A.C.N. 055 185 067 of 5th Floor, 95 Queen Street, Melbourne, Victoria (the "Project Manager"); and

SECOND PARTY: Each several person who is named or otherwise described in Part 2 of the Schedule and his transferees and assigns (as permitted under the Project Deed) (each of whom is called a "Grower"; whichever relevant Grower is of concern in any particular circumstances is called "the relevant Grower"; and all of whom are called "the relevant Growers").

RECITALS:

- A. The Project Manager holds leases or sub-leases over the pieces of land described in Part 1 of the Schedule (each such piece of land being called in this Sub-Lease a "Plantation").
- B. The Project Manager has agreed to sub-let to each relevant Grower one or more separate Woodlots as set out in Part 2 of the Schedule, each Woodlot comprising part of one of the Plantations, for the purpose of planting, tending and harvesting a plantation of eucalyptus trees on the basis that the relevant Grower will pay rent and upon the further terms and conditions set out in this Sub-Lease.
- C. Pursuant to the provisions of the Project Deed each relevant Grower (or its predecessor in title) has engaged the Project Manager to provide certain plantation services for the Grower.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Sub-Lease unless the context otherwise requires:

"Commencement Date" means the date set out in Part 3 of the Schedule.

"Debris" means all those parts of Trees which are not Wood (including branches and treetops), but excluding stumps and roots, wire, rope and miscellaneous rubbish.

"Force Majeure" has the meaning set out in clause 10.2.

"Head Lease" means the agreement set out adjacent to the description of the Plantation in Part 1 of the Schedule and made between the Project Manager (as lessee or sub-lessee as the case may be) and the person listed as the proprietor (as lessor or sub-lessor as the case may be) whereby the Project Manager has been granted a lease or sub-lease over the Plantation.

"Management Agreement" means the agreement of even date for the carrying out of certain plantation services on the relevant Woodlots and on the relevant Plantation between each several Grower and the Project Manager.

Counterpart Lease
Stamped with 815,833,000
TIN: 802802 14-JUL-2000
State Duty Victoria: 25000

"Management Plan" means the plan for the management of a Plantation (as varied by the Project Manager) which plans are annexed to the Management Agreement.

"month" means calendar month.

"Party" means a party to this Sub-Lease and includes the transferees, successors and permitted assigns of that party.

"Plantation" has the meaning set out in Recital A. The "relevant Plantation" is the Plantation which contains a relevant Woodlot.

"Proceeds" has the same meaning as in sub-clause 1.1 of the Project Deed.

"Project Deed" means the deed made on 11 January 1999 between the Project Manager as responsible entity and each several Grower constituting the 1999 Timbercorp Eucalypts Project.

"Schedule" means the schedule appearing at the back of this Sub-Lease.

"Term" means the term of this Sub-Lease as specified in Part 3 of the Schedule plus any extension thereof under clause 10.1.

"Trees" means the crop of eucalyptus trees the subject of the Management Plan planted and tended or to be planted and tended on the relevant Woodlots, or on the relevant Plantation, whichever is applicable.

"Wood" means any saleable wood derived from Trees grown pursuant to this Sub-Lease and the Management Agreement on the relevant Woodlots, or on the relevant Plantation, whichever is applicable, whether in the form of trees, logs, timber or otherwise.

"relevant Woodlots" means the Woodlot or Woodlots to which the relevant Grower is entitled under the provisions of this Sub-Lease as specified in Part 2 of the Schedule and more particularly delineated on the maps in Part 1 of the Schedule.

2. **INTERPRETATION**

In this Sub-Lease, unless the context otherwise requires:

- (a) The singular number includes the plural and vice versa and a word denoting one gender includes each of the other genders.
- (b) "person" includes a firm, corporation and any incorporated body.
- (c) Headings are for convenience only and do not affect the interpretation of this Sub-Lease.
- (d) A reference to an Act of Parliament will be read as a reference to that Act as amended, modified or replaced from time to time and includes any regulations, by-laws, orders, ordinances or rules made under that Act.
- (e) A reference to a Party to this Sub-Lease includes that Party's transferees, successors and permitted assigns.

- (f) If the relevant Grower comprises more than one person, this Sub-Lease binds all of them jointly and each of them severally. If any of the persons comprising the relevant Grower is a trustee, this Sub-Lease binds that person in its capacity as a trustee and personally.
- (g) Where the word "include" or "includes" is used, it is to be read as if the expression "(but is not limited to)" immediately followed such word and where the word "including" is used, it is to be read as if the expression "(but not limited to)" immediately followed such word.
- (h) Words and expressions used in this Sub-Lease have the same meaning as in the Project Deed unless the contrary requires.

3. GRANT OF SUB-LEASE

The Project Manager sub-leases to the relevant Grower the Woodlot or Woodlots described against the name of the relevant Grower in Part 2 of the Schedule for the Term for the purpose of growing, tending and harvesting a plantation or plantations of eucalyptus trees.

4. CONDITIONS

4.1 Consents and approvals

This Sub-Lease is subject to and conditional upon the obtaining of all local, State and Commonwealth government approvals, licences or permission required for the establishment of the Trees within twelve (12) months after the date of execution of this Sub-Lease. This condition is deemed to be a condition subsequent.

4.2 Other agreements

This Sub-Lease is subject to and conditional upon:

- (a) the relevant Grower entering into the relevant Management Agreement;
and
- (b) the Project Manager entering into the Head Lease,

in respect of the Trees on or prior to the Commencement Date.

4.3 Use all reasonable endeavours to ensure conditions satisfied

Each of the Project Manager and the relevant Grower will use all reasonable endeavours to ensure that the conditions specified in clause 4.1 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.

4.4 Failure of conditions

If any of the conditions referred to in clauses 4.1 or 4.2 of this Sub-Lease or any like conditions referred to in the Head Lease are not obtained within the time limited in those clauses:

- (a) this Sub-Lease will be at an end; and
- (b) the Project Manager must immediately repay to the relevant Grower any instalments of Annual Rent or other moneys paid by the relevant Grower to the Project Manager under this Sub-Lease.

5. **RENT**

5.1 **Annual Rent**

The relevant Grower must duly and punctually pay to the Project Manager during the Term the rent specified in Part 4 of the Schedule as reviewed from time to time in accordance with clause 5.2 ("Annual Rent").

5.2 **Rent reviews**

The Annual Rent shall be reviewed on the first 31 May after the date of execution of this Sub-Lease (whether or not the date of execution of this Sub-Lease falls before or after the Commencement Date) and each 31 May thereafter during the Term (as extended or renewed) ("Review Dates"). The Annual Rent payable on and from each review Date shall be the greater of:

- (a) the Annual Rent payable immediately prior to the relevant Review Date; and
- (b) the amount calculated in accordance with the following formula:

$$NR = R \times \frac{NCPI}{CPI}$$

Where:

NR is the Annual Rent payable on and from the relevant Review Date.

R is the Annual Rent payable immediately prior to the relevant Review Date.

NCPI is the Consumer Price Index (All Groups) Weighted average of eight capital cities (or any substitute accepted by the government of the Commonwealth of Australia) as last published by the Australian Bureau of Statistics prior to the relevant Review Date.

CPI is the Consumer Price Index (All Groups) Weighted average of eight capital cities (or any substitute accepted by the government of the Commonwealth of Australia) as last published by the Australian Bureau of Statistics prior to the immediately preceding Review Date or, in the case of the first review, as last published by the Australian Bureau of Statistics prior to the date of execution of this Lease.

5.3 **Discontinuation or suspension of CPI**

If the Consumer Price Index (All Groups) Weighted average of eight capital cities is discontinued or suspended, the method of review set out in clause 5.2(b) will cease to apply and will be replaced with such alternative method as is mutually agreed between the Project Manager and the relevant Grower or, if they fail to agree, such alternative

method 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. The cost of any expert determination carried out under this clause shall be borne equally between the Project Manager and the relevant Grower.

6. RELEVANT GROWER'S OBLIGATIONS

The relevant Grower agrees with the Project Manager that the relevant Grower will at the relevant Grower's expense during the Term:

6.1 Permitted use

Use the relevant Woodlots solely for the purpose of growing, tending and harvesting a plantation or plantations of eucalyptus trees.

6.2 Forestry practice

Comply with sound silvicultural and environmental practices adopted within the forestry industry.

6.3 Comply with laws

Comply with all laws and regulations relating to the use and occupancy of the relevant Woodlots.

6.4 Repairs

Promptly repair any damage caused by the relevant Grower or its employees, agents or contractors to any roads, tracks or fences on the relevant Woodlots or on any neighbouring land.

6.5 Interference with activities

Take all reasonable steps to avoid interfering with the activities carried out on any neighbouring land by the owner or occupier of that land.

6.6 Chemicals and dangerous substances

Not store or use any chemical, inflammable, noxious or dangerous substances in a manner which is likely to result in damage to vegetation, livestock, crops or water reserves on any neighbouring land.

6.7 Buildings

Not erect any buildings, structures or dwellings or use any caravans on the relevant Woodlots for accommodation purposes.

6.8 Permit Project Manager to enter

Permit the Project Manager to enter upon the relevant Woodlots from time to time with or without equipment for the purpose of performing the Project Manager's obligations under this Sub-Lease.

6.9 Comply with other agreements

Comply or procure compliance with the provisions of the agreement referred to in paragraph 4.2(a).

6.10 Give access to owners of adjoining Woodlots

Give such rights of way and free access to the owners or occupiers of any Woodlot adjoining the relevant Woodlots as are necessary for their proper use and enjoyment of their Woodlots, but such rights of access shall be limited to the unimpeded use of any existing access roads, pathways or fire-breaks on or about their Woodlot.

7. PROJECT MANAGER'S OBLIGATIONS

7.1 Construction of Boundary Fence prior to Commencement Date

The Project Manager agrees with the relevant Grower that the Project Manager will at the Project Manager's expense prior to the Commencement Date (or such later date as the relevant Grower may agree) construct or cause to be constructed a fence along the external boundary of the relevant Plantation, or in such other location as the Project Manager deems fit, suitable to restrain livestock from straying onto the relevant Woodlots.

7.2 During the Term

The Project Manager agrees with the relevant Grower that the Project Manager will at the Project Manager's expense during the Term:

(a) Quiet enjoyment

Allow the relevant Grower to peaceably and quietly hold and enjoy the relevant Woodlots without any interruption by the Project Manager or any person claiming through or under the Project Manager.

(b) Maintain boundary fence

Maintain or cause to be maintained the fence constructed pursuant to clause 7.1 in good and substantial repair and condition.

(c) Rates and taxes

Duly and punctually pay or cause to be paid all rates, taxes and other charges levied by any government or other authority in respect of the relevant Woodlots.

(d) Comply with laws

Comply with all laws and regulations relating to the use and occupancy of any neighbouring land occupied by the Project Manager.

(e) Chemicals and dangerous substances

Not store or use any chemical, inflammable, noxious or dangerous substances in a manner which is likely to result in damage to vegetation, livestock, crops or water reserves on the relevant Woodlots.

- (f) Comply with Head Lease

Comply with the provisions of the Head Lease.

- (g) Control of fires

Take all necessary measures to ensure that any fires which may occur or be lit on any neighbouring land owned or occupied by the Project Manager are properly controlled and supervised.

- (h) Not create any encumbrances

Not create any encumbrances over the relevant Plantation or the relevant Woodlots or any part thereof ranking in priority to the interests of the relevant Growers under this Sub-Lease other than the agreement referred to in paragraph 4.2(a).

8. RELEVANT GROWER'S RIGHTS

8.1 General

The Project Manager hereby grants to the relevant Grower the rights set out in this part to be exercised by the relevant Grower during the Term.

8.2 Harvest

The relevant Grower shall be entitled to harvest the Trees and to remove and sell the products derived from the Trees and to retain all income from such sale.

8.3 Trees are property of the relevant Grower

The parties acknowledge and agree that the Trees are and will remain the property of the relevant Grower until the end of the Term.

8.4 Access

The relevant Grower shall be entitled to full and free access for any purpose whatsoever to the relevant Woodlots along any road or track on any neighbouring land in respect of which the Project Manager has similar rights and which gives access to the relevant Woodlots from a public road.

8.5 Construct roads and tracks

The relevant Grower may with the prior written consent of the Project Manager, which consent must not be unreasonably withheld, construct and maintain such roads and tracks (including, if necessary, bridges and culverts) on the relevant Woodlots or on any neighbouring land in respect of which the Project Manager has similar rights, as are reasonably required by the relevant Grower to provide access to the relevant Woodlots from a public road for log haulage.

8.6 Use of sand and gravel

For the purposes of constructing and maintaining the roads and tracks referred to in clause 8.5 the relevant Grower may take and use sand, gravel and other material available from a place approved by the Project Manager on the relevant Woodlots or on any neighbouring land in respect of which the Project Manager has similar rights, in such quantities as the relevant Grower reasonably requires. If the relevant Grower exercises its rights under this clause, the relevant Grower must rehabilitate the surface of the land to an appearance as near as possible to the appearance of the surface of the surrounding land.

8.7 Security

The relevant Grower may at its own expense padlock any gates on roads or tracks entering the relevant Woodlots and take such other measures to exclude trespassers as the relevant Grower reasonably considers appropriate. Upon request, the relevant Grower must provide the Project Manager with a key to any padlocks, or if the relevant Grower has taken any other measures under this clause, such other means of entry, to the relevant Woodlots.

9. Project Manager's rights

9.1 General

The Grower hereby grants to the Project Manager the rights set out in this part to be exercised by the Project Manager during the Term.

9.2 Graze livestock

The Project Manager or its invitees may graze livestock on the relevant Woodlots and retain all income derived therefrom.

9.3 Bees

The Project Manager or its invitees may keep bees on the relevant Woodlots and retain all income derived therefrom.

9.4 Access

The Project Manager shall be entitled to full and free access for the purposes of carrying out its rights and obligations with or without vehicles to the relevant Woodlots along any road or track or any neighbouring land owned or occupied by the Project Manager which gives access to the relevant Woodlots from a public road.

9.5 Further access

The Project Manager shall be entitled to full and free access with or without vehicles to the relevant Woodlots for the purpose of accessing neighbouring land owned or occupied by the Project Manager.

9.6 Use of sand and gravel

The Project Manager may with the approval of the Grower take and use sand, gravel and other material from a place on the relevant Woodlots which does not derogate from the productivity of the Trees. The Grower may withhold the approval in the event that it believes that the removal of the sand, gravel and other material will derogate from the productivity of the Trees.

9.7 Signs

The Project Manager may at its own expense erect and maintain a sign on the relevant Woodlots detailing such matters as the Project Manager reasonably considers appropriate.

10. FORCE MAJEURE

10.1 Extension for late harvesting

If the relevant Grower is prevented from:

- (a) harvesting the Trees;
- (b) removing from the relevant Woodlots the products derived from the Trees;
or
- (c) processing the products derived from the Trees,

due to an event of Force Majeure, but continues to pay the Annual Rent, the Grower may by giving written notice to the Project Manager elect to extend the Term for a period of time equal to the duration of the event of Force Majeure.

10.2 Definition of Force Majeure

In this part "Force Majeure" means:

- (a) Act of God, fire, explosion, earthquake, landslide, flood, wash-out, lightning, storm or tempest;
- (b) strikes, lockouts, stoppages, restraints of labour or other industrial disturbances;
- (c) war, acts of public enemies, riot, civil commotion or sabotage;
- (d) breakdown of or accident to plant, machinery or equipment (excluding a breakdown caused by any failure of the person claiming Force Majeure to maintain plant, machinery or equipment in a proper manner);
- (e) restraints, embargoes or other unforeseeable actions by the government of Victoria or the government of the Commonwealth of Australia; or
- (f) any Act of Parliament, regulation, by-law, order, ordinance or rule.

11. EARLY TERMINATION AND REDUCTION OF THE RELEVANT WOODLOTS

11.1 Termination for default

- (a) The relevant Grower may terminate this Sub-Lease in respect of the relevant Woodlots with immediate effect if the Project Manager commits a material breach of this Sub-Lease and fails to remedy the breach or make reasonable compensation in money within thirty (30) days after the relevant Grower has served a written notice on the Project Manager requiring the Project Manager to remedy the breach.
- (b) The Project Manager may terminate this Sub-Lease in respect of the relevant woodlots with immediate effect if:
 - (i) the relevant Grower fails to pay any instalment of annual rent by the due date for payment and such amount is not paid in full within three months after the Project Manager has served a written notice on the relevant Grower requesting payment; or
 - (ii) the relevant Grower commits a material breach of this Sub-Lease and fails to remedy the breach or make reasonable compensation in money within thirty (30) days after the Project Manager has served a written notice on the relevant Grower requiring the relevant Grower to remedy the breach.

11.2 Loss of Trees

- (a) If, in respect of any of the relevant Woodlots:
 - (i) the whole or a substantial part of the Trees is damaged or destroyed whether by fire or any other cause whatsoever; or
 - (ii) an independent forestry consultant commissioned by the relevant Grower reasonably determines that the whole or a substantial part of the Trees is no longer commercially viable,

the relevant Grower may terminate this Sub-Lease in respect of the relevant Woodlots by giving not less than four (4) months' prior written notice of such termination to the Project Manager. Termination under this clause shall take effect on and from the 30 June next following the expiration of the period of notice.
- (b) If so directed by the Project Manager in writing within two (2) months after receipt of the relevant Grower's notice of termination, the relevant Grower must, subject to clause 18.11, at the relevant Grower's expense forthwith remove from the relevant Woodlots all trees, logs, stumps and debris forming part of or derived from the Trees and re-seed pasture on the relevant Woodlots.

11.3 Reduction of the relevant Woodlots

- (a) If in respect of any of the relevant Woodlots:

- (i) part of the Trees is damaged or destroyed whether by fire or any other cause whatsoever; or
- (ii) an independent forestry consultant commissioned by the relevant Grower reasonably determines that part of the Trees is no longer commercially viable,

the relevant Grower may terminate this Sub-Lease in respect of that portion of the relevant Woodlots on which the affected part of the Trees is or was growing ("the surrendered area"), by giving not less than four months prior written notice of such termination to the Project Manager. Termination under this clause shall take effect on and from the later of:

- (i) the 30 June next following the expiration of the period of notice; and
 - (ii) the date on which the relevant Grower has met all of its obligations under clause 11.3(b).
- (b) If so directed by the Project Manager in writing within two (2) months after receipt of the relevant Grower's notice of termination, the relevant Grower must, subject to clause 18.11, at the relevant Grower's expense forthwith remove from the surrendered area all trees, logs, stumps and debris forming part of or derived from the Trees and, provided it is reasonably practicable to do so, fence off the surrendered area from the remainder of the relevant Woodlots, re-seed pasture on the surrendered area and provide the Project Manager and the lessor or sub-lessor under the Head Lease with reasonable access to the surrendered area.

11.4 Effect of termination

- (a) Termination of this Sub-Lease under clauses 11.1 or 11.2 or reduction of the relevant Woodlots under clause 11.3 shall be without prejudice to any rights or obligations which may have accrued prior to the date of termination.
- (b) Termination of this Sub-Lease in respect of a relevant Woodlot or part of a relevant Woodlot under this part 11 shall not affect the rights or obligations of the Parties in respect of any other relevant Woodlot or other part of the relevant Woodlot.

11.5 Limited right of termination

Except as expressly provided in this Part, neither the Project Manager nor the relevant Grower shall be entitled to terminate or rescind this Sub-Lease and the Project Manager shall not be entitled to re-enter the relevant Woodlots or forfeit this Lease, at any time prior to the expiration of the Term.

12. RIGHTS AND OBLIGATIONS ON EXPIRATION OR TERMINATION

12.1 Removal of stumps, roads and tracks

The Project Manager acknowledges and agrees with the relevant Grower that, except to the extent that clauses 11.2(b) and 11.3(b) apply, the relevant Grower will not be liable to remove or to pay for the removal of:

- (a) any stumps from the relevant Woodlots; or
- (b) any roads or tracks constructed on the relevant Woodlots or on any neighbouring land under clause 8.5,

at the expiration or earlier termination of this Sub-Lease.

12.2 Removal of products and equipment

During the three (3) month period following the expiration of this Sub-Lease, the relevant Grower may enter upon the relevant Woodlots and remove any products derived from the Trees and any plant, equipment, implements or other things brought onto the relevant Woodlots by or on behalf of the relevant Grower during the Term.

12.3 Products and equipment left by the relevant Grower

- (a) Any plant, equipment, implements or other things brought onto the relevant Woodlots by or on behalf of the relevant Grower, which are not removed by the relevant Grower within the three (3) month period referred to in clause 12.2; and
- (b) any part of the Trees not harvested by the relevant Grower during the Term (as extended or renewed),

will be the property of the Project Manager.

13. Ownership of the Trees

13.1 Ownership

The Project Manager acknowledges and agrees with the relevant Grower that for so long as this Sub-Lease has not been terminated for non-payment of Annual Rent under clause 11.1(b) and the relevant Grower continues to pay the Annual Rent the Trees will be and shall remain the property of the relevant Grower for the period referred to in paragraph 13.3(b).

13.2 Additional Rights

The Project Manager hereby transfers and grants to the relevant Grower the following rights in addition to the other rights granted to the relevant Grower under this Sub-Lease:

- (a) to establish, tend and manage the Trees and to cultivate and plant seedling trees as part of the Trees;

- (b) to enter upon the relevant Woodlots with or without vehicles and, to the exclusion of the Project Manager and all other persons, to harvest the Trees and remove and sell the products derived from the Trees; and
- (c) to exercise and enjoy such of the rights and powers granted to the relevant Grower under this Lease as may be necessary to enable the relevant Grower to exercise the rights referred to in paragraphs (a) and (b) above.

13.3 Independent Proprietary Interest

- (a) The rights and interests granted to the relevant Grower under clauses 13.1 and 13.2 constitute an independent and severable grant of a proprietary interest in the relevant Woodlots by the Project Manager to the relevant Grower.
- (b) In the event that the Term or the leasehold interest of the relevant Grower under this Sub-Lease:
 - (i) ends; or
 - (ii) is terminated (other than by effluxion of time or by the operation of Parts 4 or 11); or
 - (iii) becomes void whether by reason of some act or default of the Project Manager or of the trustee in bankruptcy, receiver, receiver and manager, controller, administrator or liquidator of the Project Manager, or for any other reason whatsoever,
 the rights and interests granted to the relevant Grower under clauses 13.1 and 13.2 shall, unless expressly surrendered by the relevant Grower, continue in full force and effect and may be exercised and enjoyed by the relevant Grower until the date on which the Term would have ended by effluxion of time.

14. MINING AND PETROLEUM ACTIVITIES

14.1 Definitions

In this part, the following expressions have the following meanings:

"Mining Activities" means all activities that may be carried out pursuant to a Mining Tenement.

"Mining Tenement" means any right or title available under the Mineral Resources Development Act 1990 and includes a permit to enter on private land.

"Petroleum Activities" means all activities that may be carried out pursuant to a Petroleum Title.

"Petroleum Title" means any right or title available under the Petroleum Act 1958 and includes a permit to enter on private land.

14.2 Application for Mining Tenement or Petroleum Title

If any person applies for a Mining Tenement or a Petroleum Title over any part of the relevant Woodlots, then the following provisions will apply:

- (a) The Project Manager must promptly notify the relevant Grower.

- (b) Neither the Project Manager nor the Grower shall consent to the application or do any act or thing that may assist the grant of the application.
- (c) The relevant Grower will be entitled to object to or resist the application or to restrict the scope of the rights to be obtained by virtue of the grant of the application, to the fullest extent permitted by law.
- (d) For the purpose of giving full effect to paragraph (c) above, the Project Manager must sign such documents as the relevant Grower may require, and the relevant Grower will be entitled to take such proceedings in the name of the Project Manager as the relevant Grower considers appropriate. The relevant Grower hereby indemnifies the Project Manager for any loss suffered by the Project Manager as a direct consequence of the relevant Grower exercising its rights under this paragraph (d).
- (e) The Project Manager hereby appoints the relevant Grower its lawful attorney to execute the documents and to do the things referred to in paragraph (d).

14.3 Grant of Mining Tenement or Petroleum Title

If a Mining Tenement or a Petroleum Title is granted over any part of the relevant Woodlots, then the following provisions will apply:

- (a) The Project Manager must keep the relevant Grower informed as to the Mining Activities or Petroleum Activities carried out upon the relevant Woodlots, and must forward copies of all communications with the persons carrying out or proposing to carry out such activities.
- (b) The Project Manager must not consent to any use of water, felling of trees, stripping of bark or cutting of timber on the relevant Woodlots.
- (c) If any compensation becomes payable by virtue of or in respect of Mining Activities or Petroleum Activities on the relevant Woodlots, then the Project Manager and the relevant Grower will be entitled to compensation according to their respective interests in the area affected by those activities. The Project Manager and the relevant Grower will each be responsible for negotiating and recovering such compensation.
- (d) If this Sub-Lease is terminated under clause 11.2 or area of the relevant Woodlots is reduced under clause 11.3 as a result of Mining Activities or Petroleum Activities being carried out on the relevant Woodlots, the provisions of clauses 11.2(b) and 11.3(b) will not apply in respect of such termination or reduction.

15. Warranties

The Project Manager represents and warrants that:

- 15.1 as at the date of execution of this Sub-Lease, the Head Lease is valid and subsisting;

- 15.2 the Project Manager is entitled under the Head Lease to grant this Sub-Lease to the relevant Grower; and
- 15.3 any consents which may be required to the granting of this Sub-Lease (other than those referred to in clause 4.1) have been obtained.

16. Notices

- 16.1 All notices, consents, approvals and other communications required or authorised to be given under this Sub-Lease ("Notices") must be in writing and may be personally delivered or sent by pre-paid post or facsimile to the addressee's address specified in this Sub-Lease or such other address as the addressee may have notified from time to time. A Notice shall be deemed to be received:
- (a) if personally delivered, upon receipt;
 - (b) if sent by pre-paid post within Australia, on the third day after posting;
 - (c) if sent by pre-paid post outside Australia, on the seventh day after posting; and
 - (d) if sent by facsimile, upon production of a successful transmission report by the sender's facsimile machine.

17. Caveat

- 17.1 The relevant Grower may at its own expense lodge a subject to claim caveat at the Land Titles Office in respect of its interest under this Sub-Lease.
- 17.2 The Project Manager agrees to provide to the relevant Grower all plans and other details reasonably necessary to enable the relevant Grower to lodge a subject to claim caveat.
- 17.3 Upon the expiration or earlier termination of this Sub-Lease, the relevant Grower must promptly withdraw at its own expense any caveat lodged under this clause.
- 17.4 The relevant Grower irrevocably appoints the Project Manager its attorney to execute a withdrawal of any caveat required to be withdrawn by the Grower pursuant to clause 17.3 in the event of the relevant Grower failing promptly to do so.
- 17.5 The relevant Grower agrees to ratify anything done by the attorney in accordance with clause 17.4.

18. GENERAL

18.1 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 Sub-Lease.

18.2 Voiding insurances

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 relevant Woodlots or the Trees or result in the premiums for such insurances being increased.

18.3 Transfer of Land Act

To the extent permitted by law, all provisions implied by the Transfer of Land Act 1958 are expressly excluded from this Sub-Lease.

18.4 Property Law Act

The provisions of section 144(1) of the Property Law Act 1958 do not apply to this Sub-Lease.

18.5 Proper law

This Sub-Lease shall be governed by and construed in accordance with laws of the State of Victoria and the parties agree to submit to the jurisdiction of the courts of that State.

18.6 Severability

If any provision of this Sub-Lease is or becomes void or unforeseeable, that provision shall be severed from this Sub-Lease to the intent that the remaining provisions of this Sub-Lease shall continue in full force and effect.

18.7 Parties may act through agents

All rights granted to a Party and all obligations imposed on a Party under this Sub-Lease may be enjoyed or performed (as the case may be) by that Party's employees, agents and contractors.

18.8 No Partnership

Nothing contained in this Sub-Lease shall constitute a partnership between the Parties to this Sub-Lease. No Party shall hold itself out as the partner of the other of them. This Sub-Lease is not for the benefit of any person not a party to this Sub-Lease and shall not be deemed to give any right or remedy to any such party whether referred to in this Sub-Lease or not.

18.9 Waivers

No waiver by any Party of any breach of this Sub-Lease shall be deemed a waiver of any preceding or succeeding breach of this Sub-Lease.

18.10 Assignment

- (a) The relevant Grower covenants that the Project Manager shall have the full and free right to deal with any of its rights and interests hereunder to such other parties and on such terms and conditions as the Project Manager sees fit, providing at all times that the Project Manager shall not transfer, lease, mortgage, charge, assign, part with

possession or otherwise dispose of its interest in the relevant Woodlots without first obtaining a deed of covenant by the proposed transferee, lessee, mortgagee, chargee, assignee, person who acquires possession or person who receives the disposal (the "Grantee") containing a covenant by the Grantee in favour of the relevant Grower that the Grantee will at all times during the Term observe and perform all or any of the covenants contained or implied in this Sub-Lease to be observed or performed by the Project Manager.

- (b) All costs associated with the preparation, completion and stamping of any deed of covenant required by the immediately preceding subclause shall be paid by the Project Manager or Grantee, and the relevant Grower shall not be required to contribute in any way to such costs.
- (c) The relevant Grower may only transfer, mortgage, assign or otherwise dispose of this SubLease or any of its rights or interests hereunder in accordance with the provisions of the Project Deed and otherwise may not assign sub-let or part with possession of the relevant Woodlots or any part thereof or otherwise by any act or deed to procure or allow or suffer (either voluntarily or involuntarily) the relevant Woodlots or any part thereof to be assigned transferred or sub-let or the possession thereof parted with and for all or any part of the term AND IT IS HEREBY DECLARED that nothing contained or implied in sections 80 and 82 of the Property Law Act 1969 shall apply to this Sub-Lease and both sections are hereby expressly excluded.

18.11 Limitation of liability of relevant Grower

- (a) Notwithstanding any other provision of this Agreement, in no circumstances shall the relevant Grower be obliged to contribute any money or incur any other liability under this Agreement in excess of the aggregate of annual rent, the amount of the fees set out in parts 1(i) and (ii) of the schedule to the Management Agreement and Proceeds.
- (b) Once a transmission, transfer, mortgage, assignment or other disposal of the entire interest of the relevant Grower has been perfected in accordance with the provisions of the Project Deed, then the relevant Grower no longer remains liable under this Sub-Lease.

18.12 Delegation

The relevant Grower may, for the better performance of its obligations under this Sub-Lease, employ any person as an agent and all rights granted and obligations imposed upon the relevant Grower (except the grant to the relevant Grower of the leasehold estate) may be enjoyed and performed by the relevant Grower's agent, contractors and their employees, but delegation of any of the relevant Grower's obligations under this Sub-Lease shall not release it from liability under this Sub-Lease.

SCHEDULE

PART 1: THE PLANTATIONS AND HEAD LEASE DETAILS

PART 2: NAMES AND ADDRESSES OF GROWERS AND RELEVANT WOODLOTS

PART 1: THE PLANTATIONS AND HEAD LEASE DETAILS (1999-P2000-Vic-SPSR)

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|--|---------------------------|
| FEN | Fernbank 2000 | Those parts of Certificates of Title Volume 5208 Folio 413, Volume 5208 Folio 414 and Volume 2888 Folio 586 as are delineated into woodlots numbered 1 to 2 on the map annexed hereto | Plantation Land Ltd |
| HAM | Harmans 2000 | Those parts of Certificates of Title Volume 8008 Folio 143 as are delineated into woodlots numbered 1 to 60 on the map annexed hereto | Plantation Land Ltd |
| HAW | Hawker 2000 | Those parts of Certificate of Title Volume 10070 Folio 076, Volume 10070 Folio 077, Volume 10070 Folio 078, Volume 10070 Folio 079, Volume 10070 Folio 080, Volume 10070 Folio 081, Volume 10070 Folio 082, Volume 10070 Folio 083, Volume 9885 Folio 270, Volume 9885 Folio 271, Volume 9885 Folio 272, Volume 9885 Folio 273, Volume 9885 Folio 274, Volume 9885 Folio 275, Volume 9982 Folio 276 and Volume 9982 Folio 896 as are delineated into woodlots numbered 1 to 70 and 72 to 215 and 212 and 214 to 215 and 217 to 471 on the map annexed hereto | Plantation Land Ltd |
| JOS | Joseph 2000 | Those parts of Certificates of Title Volume 8767 Folio 558, Volume 8767 Folio 559, Volume 8080 Folio 720, Volume 7145 Folio 975 and Volume 9660 Folio 770 as are delineated into woodlots numbered 153 to 169 on the map annexed hereto | Plantation Land Ltd |
| KRU | Kruger 2000 | Those parts of Certificates of Title Volume 9329 Folio 268 as are delineated into woodlots numbered 1 to 38 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| LYE | Lyne 2000 | Those parts of Certificates of Title Volume 8806 Folio 220 as are delineated into woodlots numbered 1 to 49 on the map annexed hereto | Plantation Land Ltd |
| SHR | Sharp 2000 | Those parts of Certificates of Title Volume 9973 Folio 296 and Volume 9973 Folio 297 as are delineated into woodlots numbered 1 to 48 on the map annexed hereto | Timbercorp Lands Pty Ltd |

PART 3: Term

The period commencing on 15 April 2000 (the "Commencement Date") and expiring on the earliest of:

- (a) the date 12 years after the Commencement Date;
- (b) the date harvesting of the Wood is completed; and
- (c) the day immediately preceding the termination date of the Head Lease.

PART 4: Annual Rent

\$240 per relevant Woodlot per annum and increased by the sum of any goods and services or like tax thereon, payable:

- (a) on or before 30 June 1999 in respect of the period from the Commencement Date to 30 June 2000; and
- (b) thereafter, in respect of each financial year during the Term, on each 31 May preceding the commencement of that financial year.

EXECUTED as an agreement

THE COMMON SEAL of TIMBERCORP LIMITED
was affixed in accordance with its Constitution in the
presence of:



[Signature] Director

[Signature] Director/Secretary

As Attorney for and on behalf of each several
relevant Grower
EXECUTED in Melbourne by Permanent Trustee
Company Limited ACN 000 000 993 as custodian
under the Custody Agreement dated 19 February
1999 by being SIGNED SEALED AND DELIVERED
by its attorneys who state that they have no notice of
revocation of the Power of Attorney dated 2 June
1993, whereby they execute this deed document or
instrument, a certified copy of which is filed in
Permanent Order Book No. 277 at Page 6, Item 4

Group A Attorney

[Signature]

Signature
STENICK SILAVECKY
MANAGER

Name

Group B Attorney

[Signature]

Signature
PHATIBHA RANIGA
MANAGER

Name

1999 ~~001~~
123

VARIATION OF VICTORIAN SINGLE ROTATION SUB-LEASE

(1999 PROJECT - 2000 PLANTINGS)

BETWEEN

TIMBERCORP LIMITED

A.C.N. 055 185 067

(the "Project Manager")

- and -

EACH SINGLE ROTATION RELEVANT GROWER

(the "Single Rotation relevant Growers")

VARIATION OF VICTORIAN SINGLE ROTATION SUB-LEASE

DATED

200 .

B E T W E E N:

FIRST PARTY: **TIMBERCORP LIMITED, ACN. 055 185 067**, a company incorporated under the laws of Australia and having its registered office in the State of Victoria at 5th Floor, 95 Queen Street, Melbourne
(the "**Project Manager**"); and

SECOND PARTY: Each several person who is named or otherwise described in Part 2 of the Victorian Single Rotation Sub-Lease and his transferees and assigns all of whom are collectively referred to as
(the "**Single Rotation relevant Growers**").

R E C I T A L S:

- A. Pursuant to the Single Rotation Sub-Lease (Victorian Woodlots) in respect of 2000 plantings dated 30 June 1999 between the Project Manager and the Single Rotation relevant Growers ("**the Victorian Single Rotation Sub-Lease**"), the Project Manager granted to the Single Rotation relevant Growers a sub-lease in relation to a number of Woodlots.
- B. Permanent Trustee Company Ltd was appointed custodian in respect of the 1999 Timbercorp Eucalypts Project under the terms of a Custody Agreement.
- C. The parties wish to amend the Victorian Single Rotation Sub-Lease by:
 - (i) replacing part 1 of the schedule to the Victorian Single Rotation Sub-Lease with the part of the schedule attached to this agreement; and
 - (ii) deleting from part 2 of the schedule to the Victorian Single Rotation Sub-Lease all details relating to the Woodlots on Baulch (BAU), Donibristle (DON) and Lake Mundi (LAK) Treefarms and replacing them with details of Woodlots set out in Schedule B.

OPERATIVE PROVISIONS:

Interpretation

1. Unless a contrary intention appears, words and expressions defined in the Victorian Single Rotation Sub-Lease have the same meaning where used in this deed.
2. This document is supplemental to the Victorian Single Rotation Sub-Lease.

Variation

With effect from 8 December 1999:

3. the Victorian Single Rotation Sub-Lease is varied by deleting from part 1 of the schedule to the Victorian Single Rotation Sub-Lease, the head lease details and replacing them with the details contained in Schedule A to this Agreement.
4. the Victorian Single Rotation Sub-Lease is further varied by deleting from Part 2 of the Schedule to the Victorian Single Rotation Sub-Lease all details relating to woodlots on the plantation known as Baulch (BAU), Donibristle (DON) and Lake Mundi (LAK) Treefarms and replacing them with the details contained in Schedule B to this Agreement.

Confirmation


5. Save to the extent only that the provisions of the Victorian Single Rotation Sub-Lease are necessarily inconsistent with the provisions of this document, the provisions of the Victorian Single Rotation Sub-Lease are hereby confirmed and will continue in full force and effect.

EXECUTED by the parties.

EXECUTED by **TIMBERCORP LIMITED** in)
accordance with its Constitution in the)
presence of:)

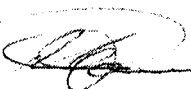


Director



Director/Secretary

EXECUTED by **TIMBERCORP LIMITED**)
as agent and attorney for and on behalf)
of each several grower by authority of its)
directors:)



Director



Director/Secretary

Schedule A – The Plantations and Head Lease Details

(see attached)

PART 1: THE PLANTATIONS AND HEAD LEASE DETAILS (P2000-Vic-SPSR)

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|---|---------------------------|
| ALA | Allambi 2000 | Those parts of Certificates of Title Volume 8270 Folio 656 as are delineated into woodlots numbered 1 to 310 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| ARR | Arrandoovong 2000 | Those parts of Certificates of Title Volume 10218 Folio 006 as are delineated into woodlots numbered 1 to 41 on the map annexed hereto | Plantation Land Ltd |
| BAS | Basil 2000 | Those parts of Certificates of Title Volume 7366 Folio 186 as are delineated into woodlots numbered 1 to 58 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| BNT | Branton 2000 | Those parts of Certificates of Title Volume 8657 Folio 256 as are delineated into woodlots numbered 1 to 191 on the map annexed hereto | Plantation Land Ltd |
| BRS | Brees 2000 | Those parts of Certificates of Title Volume 5957 Folio 1191242 as are delineated into woodlots numbered 1 to 71 on the map annexed hereto | Plantation Land Ltd |
| BUL | Bullock Swamp 2000 | Those parts of Certificates of Title Volume 8168 Folio 415, Volume 8168 Folio 416, Volume 9150 Folio 902, Volume 9208 Folio 401, Volume 9394 Folio 107 and Volume 9394 Folio 108 and Crown Grants Volume 206 Folio 149, Volume 7844 Folio 181, Volume 8941 Folio 886, Volume 8761 Folio 611, Volume 9150 Folio 741, Volume 9671 Folio 548, Volume 8669 Folio 827 and Volume 9205 Folio 358 as are delineated into woodlots numbered 1 to 1396 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| CAS | McCaskill 2000 | Those parts of Certificates of Title Volume 9463 Folio 717 as are delineated into woodlots numbered 1 to 95 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| CAT | Castine 2000 | Those parts of Certificates of Title Volume 8138 Folio 189 and Crown Grants Volume 7559 Folio 014 and Volume 9153 Folio 155 as are delineated into woodlots numbered 1 to 262 on the map annexed hereto | Timbercorp Lands Pty Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|---|-------------------------------|
| CLE | Cleves 2000 | Those parts of Certificates of Title Volume 8723 Folio 727, Volume 8957 Folio 547, Volume 8956 Folio 223, Volume 8274 Folio 391 and Volume 7953 Folio 179 as are delineated into woodlots numbered 1 to 581 on the map annexed hereto | Plantation Land Ltd |
| CTY | Cartys 2000 | Those parts of Certificates of Title Volume 8529 Folio 335 and Lot 2 on PS 65311 as are delineated into woodlots numbered 1 to 154 on the map annexed hereto2 | Plantation Land Ltd |
| DOE | Doelles 2000 | Those parts of Certificates of Title Volume 8613 Folio 834 and Volume 09859 Folio 542 as are delineated into woodlots numbered 1 to 82 on the map annexed hereto | Timbercorp Properties Pty Ltd |
| DYE | Dyer 2000 | Those parts of Certificates of Title Volume 8508 Folio 475, Volume 8508 Folio 476 and Volume 8507 Folio 477 as are delineated into woodlots numbered 1 to 129 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| FEN | Fernbank 2000 | Those parts of Certificates of Title Volume 5208 Folio 413, Volume 5208 Folio 414 and Volume 2888 Folio 586 as are delineated into woodlots numbered 3 to 329 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| FIC | Finch 2000 | Those parts of Certificates of Title Volume 6429 Folio 709 as are delineated into woodlots numbered 1 to 64 on the map annexed hereto | Timbercorp Properties Pty Ltd |
| FOR | Foran 2000 | Those parts of Certificates of Title Volume 8529 Folio 3340, Volume 9133 Folio 938, Volume 9456 Folio 883 and Volume 8941 Folio 489 as are delineated into woodlots numbered 1 to 368 on the map annexed hereto | Plantation Land Ltd |
| GOO | Goodman 2000 | Those parts of Certificates of Title Volume 9388 Folio 669 as are delineated into woodlots numbered 1 to 170 on the map annexed hereto | Plantation Land Ltd |
| HAA | Harland Hills 2000 | Those parts of Certificates of Title Volume 10258 Folio 590 as are delineated into woodlots numbered 1 to 101 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| HAO | Hanson 2000 | Those parts of Certificates of Title Volume 3141 Folio 140, Volume 3995 Folio 815, Volume 3141 Folio 140 and Volume 9569 Folio 910 as are delineated into woodlots numbered 1 to 96 on the map annexed hereto | Plantation Land Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|--|---------------------------|
| HAW | Hawker 2000 | Those parts of Certificates of Title Volume 10070 Folio 076, Volume 10070 Folio 077, Volume 10070 Folio 078, Volume 10070 Folio 079, Volume 10070 Folio 080, Volume 10070 Folio 081, Volume 10070 Folio 082, Volume 10070 Folio 083, Volume 9885 Folio 270, Volume 9885 Folio 271, Volume 9885 Folio 272, Volume 9885 Folio 273, Volume 9885 Folio 274, Volume 9885 Folio 275, Volume 9985 Folio 276 and Volume 9885 Folio 896 as are delineated into woodlots numbered 71 on the map annexed hereto | Plantation Land Ltd |
| HEI | Hennigs 2000 | Those parts of Certificates of Title Volume 6789 Folio 1357790 and Volume 8560 Folio 860 as are delineated into woodlots numbered 1 to 234 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| HII | Hill 2000 | Those parts of Certificates of Title Volume 2945 Folio 845 as are delineated into woodlots numbered 1 to 27 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| HRR | Harrip 2000 | Those parts of Crown Grants Volume 9841 Folio 471 and Volume 9388 Folio 807 as are delineated into woodlots numbered 1 to 165 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| JAS | Jasper 2000 | Those parts of Crown Grants Volume 10244 Folio 531 and Volume 9572 Folio 670 as are delineated into woodlots numbered 1 to 54 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| JAV | Jarvis 2000 | Those parts of Certificates of Title Volume 9486 Folio 097 and Crown Grants Volume 9287 Folio 383, Volume 8560 Folio 4428 and Volume 8876 Folio 019 as are delineated into woodlots numbered 1 to 786 on the map annexed hereto | Plantation Land Ltd |
| JEW | Jewell 2000 | Those parts of Certificates of Title Volume 8309 Folio 686, Volume 6976 Folio 088 and Volume 2736 Folio 118 as are delineated into woodlots numbered 1 to 153 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| JOS | Joseph 2000 | Those parts of Certificates of Title Volume 8767 Folio 558, Volume 8767 Folio 559, Volume 8080 Folio 720, Volume 7145 Folio 975 and Volume 9660 Folio 770 as are delineated into woodlots numbered 1 to 152 and 170 on the map annexed hereto | Plantation Land Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|--|---------------------------|
| KRA | Kraft 2000 | Those parts of Certificates of Title Volume 9260 Folio 459 as are delineated into woodlots numbered 1 to 63 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| KRU | Kruger 2000 | Those parts of Certificates of Title Volume 9329 Folio 268 as are delineated into woodlots numbered 39 to 213 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| LES | Les 2000 | Those parts of Certificates of Title Volume 3938 Folio 574, Volume 3914 Folio 679, Volume 4216 Folio 122, Volume 8443 Folio 936, Volume 8443 Folio 938, Volume 6727 Folio 276, Volume 8443 Folio 937, Volume 8443 Folio 938, Volume 8995 Folio 838, Volume 4216 Folio 120, Volume 4216 Folio 121, Volume 2853 Folio 452 and Volume 6727 Folio 276 and Crown Grants Volume 2853 Folio 452 as are delineated into woodlots numbered 1 to 279 on the map annexed hereto | Plantation Land Ltd |
| LYS | Lyons 2000 | Those parts of Certificates of Title Volume 757 Folio 274, Volume 10168 Folio 261 and Volume 10168 Folio 262 as are delineated into woodlots numbered 1 to 170 on the map annexed hereto | Plantation Land Ltd |
| MCE | McEachern 2000 | Those parts of Certificates of Title Volume 9193 Folio 695, Volume 9193 Folio 692, Volume 2452 Folio 217, Volume 6640 Folio 1327988, Volume 8679 Folio 112, Volume 9193 Folio 693, Volume 9350 Folio 292, Volume 9902 Folio 746, Volume 9193 Folio 691 and Volume 9902 Folio 747 as are delineated into woodlots numbered 1 to 335 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| MIR | Mirtchin 2000 | Those parts of Certificates of Title Volume 6017 Folio 223 as are delineated into woodlots numbered 1 to 42 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| MLY | Manly 2000 | Those parts of Certificates of Title Volume 8550 Folio 223 as are delineated into woodlots numbered 1 to 39 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| MON | Montrose 2000 | Those parts of Certificates of Title Volume 10311 Folio 378, Volume 9374 Folio 760, Volume 9374 Folio 766, Volume 10311 Folio 379, Volume 9374 Folio 765 and Volume 10311 Folio 380 as are delineated into woodlots numbered 1 to 126 on the map annexed hereto | Plantation Land Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|--|---|
| OAK | Oakbank 2000 | Those parts of Certificates of Title Volume 8814 Folio 698, Volume 8814 Folio 697, Volume 4890 Folio 895, Volume 9829 Folio 131, Volume 9829 Folio 132 and Volume 8560 Folio 418 as are delineated into woodlots numbered 1 to 551 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| OBE | Oberer 2000 | Those parts of Certificates of Title Volume 9597 Folio 737 as are delineated into woodlots numbered 1 to 64 on the map annexed hereto | DF Bowen & JD Vigar per estate JL Oberer (dec.) |
| OTO | O'Toole 2000 | Those parts of Certificates of Title Volume 6908 Folio 402, Volume 8378 Folio 803, Volume 6742 Folio 242, Volume 6716 Folio 152 and Volume 6716 Folio 153 as are delineated into woodlots numbered 1 to 226 on the map annexed hereto | Plantation Land Ltd |
| PRU | Prust 2000 | Those parts of Crown Grants Volume 2895 Folio 578919, Volume 5252 Folio 1050330 and Volume 3046 Folio 609058 as are delineated into woodlots numbered 1 to 220 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| PTT | Pettit 2000 | Those parts of Certificates of Title Volume 10311 Folio 377, Volume 9374 Folio 768, Volume 9474 Folio 506, Volume 10310 Folio 360, Volume 9374 Folio 761 and Volume 10311 Folio 376 as are delineated into woodlots numbered 1 to 51 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| RUN | Rundell 2000 | Those parts of Certificates of Title Volume 8228 Folio 181, Volume 8495 Folio 492 and Volume 8484 Folio 828 (being Lot 2 of sd 63849) as are delineated into woodlots numbered 1 to 83 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| SCL | Schulz 2000 | Those parts of Certificates of Title Volume 6801 Folio 1360008 and Volume 5107 Folio 375 as are delineated into woodlots numbered 1 to 220 on the map annexed hereto | Plantation Land Ltd |
| SHH | Sheehan 2000 | Those parts of Certificates of Title Volume 7593 Folio 040 as are delineated into woodlots numbered 1 to 110 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| SHR | 9973 | Those parts of Certificates of Title Volume 9973 Folio 296 and Volume 9973 Folio 297 as are delineated into woodlots numbered 49 to 67 on the map annexed hereto | Plantation Land Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|--|---------------------------|
| SIM | Sim 2000 | Those parts of Certificates of Title Volume 8045 Folio 527 and Volume 8045 Folio 526 as are delineated into woodlots numbered 1 to 102 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| SPN | Spring Creek 2000 | Those parts of Certificates of Title Volume 364 Folio 007 as are delineated into woodlots numbered 1 to 30 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| WEA | Weatherly 2000 | Those parts of Certificates of Title Volume 6742 Folio 263 and Crown Grants Volume 4976 Folio 113 and Mem bk 772 No 100 as are delineated into woodlots numbered 1 to 119 on the map annexed hereto | JF Weatherly |
| WHL | Wheeler 2000 | Those parts of Certificates of Title Volume 9023 Folio 236, Volume 8636 Folio 431, Volume 6428 Folio 566, Volume 6009 Folio 1201603, Volume 6428 Folio 1285566, Volume 7443 Folio 1488495, Volume 8636 Folio 431 and Volume 9023 Folio 236 as are delineated into woodlots numbered 1 to 158 on the map annexed hereto | LG Wheeler |
| WIO | Wilson 2000 | Those parts of Certificates of Title Volume 8761 Folio 669 and Volume 8274 Folio 243 as are delineated into woodlots numbered 1 to 162 on the map annexed hereto | Plantation Land Ltd |
| WOL | Woolhara 2000 | Those parts of Certificates of Title Volume 4560 Folio 874 as are delineated into woodlots numbered 1 to 72 on the map annexed hereto | DA & RM McArthur |
| WWL | Wallis 2000 | Those parts of Certificates of Title Volume 6501 Folio 030, Volume 8080 Folio 923, Volume 8233 Folio 267 and Crown Grant Volume 8085 Folio 371 as are delineated into woodlots numbered 1 to 114 on the map annexed hereto | Timbercorp Lands Pty Ltd |

Schedule B - Growers and Woodlots

(see attached)

1999 ~~187~~
136

ORIGINAL

SUB-LEASE – VICTORIA
1999 TIMBERCORP EUCALYPTS PROJECT
2000 PLANTINGS

BETWEEN

TIMBERCORP EUCALYPTS LIMITED

A.C.N. 055 185 067

(the "Project Manager")

- and -

EACH SEVERAL GROWER

(the "Grower")

CONTENTS

| | |
|--|----|
| 1. DEFINITIONS | 1 |
| 2. INTERPRETATION | 2 |
| 3. GRANT OF SUB-LEASE | 3 |
| 4. CONDITIONS | 3 |
| 5. RENT | 4 |
| 6. RELEVANT GROWER'S OBLIGATIONS | 5 |
| 7. PROJECT MANAGER'S OBLIGATIONS | 6 |
| 8. RELEVANT GROWER'S RIGHTS | 7 |
| 9. PROJECT MANAGER'S RIGHTS | 8 |
| 10. FORCE MAJEURE | 9 |
| 11. EARLY TERMINATION AND REDUCTION OF THE RELEVANT WOODLOTS | 10 |
| 12. RIGHTS AND OBLIGATIONS ON EXPIRATION OR TERMINATION | 12 |
| 13. OWNERSHIP OF THE TREES | 12 |
| 14. MINING AND PETROLEUM ACTIVITIES | 13 |
| 15. WARRANTIES | 14 |
| 16. NOTICES | 15 |
| 17. CAVEAT | 15 |
| 18. GENERAL | 15 |

| | |
|-----------------------|------------|
| CORNWALL STODART | |
| Victorian Stamp Duty | |
| S. | 157,218.60 |
| Date | 24/ 9 /99 |
| AP Number | 403 |
| Transferor/Transferee | 228/1999 |
| Signature | |

ORIGINAL

June 1999.

30
THIS SUB-LEASE is made on

BETWEEN:

FIRST PARTY: TIMBERCORP EUCALYPTS LIMITED, A.C.N. 055 185 067 of 5th Floor, 95 Queen Street, Melbourne, Victoria (the "Project Manager"); and

SECOND PARTY: Each several person who is named or otherwise described in Part 2 of the Schedule and his transferees and assigns (as permitted under the Project Deed) (each of whom is called a "Grower"; whichever relevant Grower is of concern in any particular circumstances is called "the relevant Grower"; and all of whom are called "the relevant Growers").

RECITALS:

- A. The Project Manager holds leases or sub-leases over the pieces of land described in Part 1 of the Schedule (each such piece of land being called in this Sub-Lease a "Plantation").
- B. The Project Manager has agreed to sub-let to each relevant Grower one or more separate Woodlots as set out in Part 2 of the Schedule, each Woodlot comprising part of one of the Plantations, for the purpose of planting, tending and harvesting a plantation of eucalyptus trees on the basis that the relevant Grower will pay rent and upon the further terms and conditions set out in this Sub-Lease.
- C. Pursuant to the provisions of the Project Deed each relevant Grower (or its predecessor in title) has engaged the Project Manager to provide certain plantation services for the Grower.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Sub-Lease unless the context otherwise requires:

"Commencement Date" means the date set out in Part 3 of the Schedule.

"Debris" means all those parts of Trees which are not Wood (including branches and treetops), but excluding stumps and roots, wire, rope and miscellaneous rubbish.

"Force Majeure" has the meaning set out in clause 10.2.

"Head Lease" means the agreement set out adjacent to the description of the Plantation in Part 1 of the Schedule and made between the Project Manager (as lessee or sub-lessee as the case may be) and the person listed as the proprietor (as lessor or sub-lessor as the case may be) whereby the Project Manager has been granted a lease or sub-lease over the Plantation.

"Management Agreement" means the agreement of even date for the carrying out of certain plantation services on the relevant Woodlots and on the relevant Plantation between each several Grower and the Project Manager.

"Management Plan" means the plan for the management of a Plantation (as varied by the Project Manager) which plans are annexed to the Management Agreement.

"month" means calendar month.

"Party" means a party to this Sub-Lease and includes the transferees, successors and permitted assigns of that party.

"Plantation" has the meaning set out in Recital A. The "relevant Plantation" is the Plantation which contains a relevant Woodlot.

"Proceeds" has the same meaning as in sub-clause 1.1 of the Project Deed.

"Project Deed" means the deed made on 11 January 1999 between the Project Manager as responsible entity and each several Grower constituting the 1999 Timbercorp Eucalypts Project.

"Schedule" means the schedule appearing at the back of this Sub-Lease.

"Term" means the term of this Sub-Lease as specified in Part 3 of the Schedule plus any extension thereof under clause 10.1.

"Trees" means the crop of eucalyptus trees the subject of the Management Plan planted and tended or to be planted and tended on the relevant Woodlots, or on the relevant Plantation, whichever is applicable.

"Wood" means any saleable wood derived from Trees grown pursuant to this Sub-Lease and the Management Agreement on the relevant Woodlots, or on the relevant Plantation, whichever is applicable, whether in the form of trees, logs, timber or otherwise.

"relevant Woodlots" means the Woodlot or Woodlots to which the relevant Grower is entitled under the provisions of this Sub-Lease as specified in Part 2 of the Schedule and more particularly delineated on the maps in Part 1 of the Schedule.

2. INTERPRETATION

In this Sub-Lease, unless the context otherwise requires:

- (a) The singular number includes the plural and vice versa and a word denoting one gender includes each of the other genders.
- (b) "person" includes a firm, corporation and any incorporated body.
- (c) Headings are for convenience only and do not affect the interpretation of this Sub-Lease.
- (d) A reference to an Act of Parliament will be read as a reference to that Act as amended, modified or replaced from time to time and includes any regulations, by-laws, orders, ordinances or rules made under that Act.
- (e) A reference to a Party to this Sub-Lease includes that Party's transferees, successors and permitted assigns.

- (f) If the relevant Grower comprises more than one person, this Sub-Lease binds all of them jointly and each of them severally. If any of the persons comprising the relevant Grower is a trustee, this Sub-Lease binds that person in its capacity as a trustee and personally.
- (g) Where the word "include" or "includes" is used, it is to be read as if the expression "(but is not limited to)" immediately followed such word and where the word "including" is used, it is to be read as if the expression "(but not limited to)" immediately followed such word.
- (h) Words and expressions used in this Sub-Lease have the same meaning as in the Project Deed unless the contrary requires.

3. GRANT OF SUB-LEASE

The Project Manager sub-leases to the relevant Grower the Woodlot or Woodlots described against the name of the relevant Grower in Part 2 of the Schedule for the Term for the purpose of growing, tending and harvesting a plantation or plantations of eucalyptus trees.

4. CONDITIONS

4.1 Consents and approvals

This Sub-Lease is subject to and conditional upon the obtaining of all local, State and Commonwealth government approvals, licences or permission required for the establishment of the Trees within twelve (12) months after the date of execution of this Sub-Lease. This condition is deemed to be a condition subsequent.

4.2 Other agreements

This Sub-Lease is subject to and conditional upon:

- (a) the relevant Grower entering into the relevant Management Agreement;
and
- (b) the Project Manager entering into the Head Lease,

in respect of the Trees on or prior to the Commencement Date.

4.3 Use all reasonable endeavours to ensure conditions satisfied

Each of the Project Manager and the relevant Grower will use all reasonable endeavours to ensure that the conditions specified in clause 4.1 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.

4.4 Failure of conditions

If any of the conditions referred to in clauses 4.1 or 4.2 of this Sub-Lease or any like conditions referred to in the Head Lease are not obtained within the time limited in those clauses:

- (a) this Sub-Lease will be at an end; and
- (b) the Project Manager must immediately repay to the relevant Grower any instalments of Annual Rent or other moneys paid by the relevant Grower to the Project Manager under this Sub-Lease.

5. RENT

5.1 Annual Rent

The relevant Grower must duly and punctually pay to the Project Manager during the Term the rent specified in Part 4 of the Schedule as reviewed from time to time in accordance with clause 5.2 ("Annual Rent").

5.2 Rent reviews

The Annual Rent shall be reviewed on the first 31 May after the date of execution of this Sub-Lease (whether or not the date of execution of this Sub-Lease falls before or after the Commencement Date) and each 31 May thereafter during the Term (as extended or renewed) ("Review Dates"). The Annual Rent payable on and from each review Date shall be the greater of:

- (a) the Annual Rent payable immediately prior to the relevant Review Date; and
- (b) the amount calculated in accordance with the following formula:

$$NR = R \times \frac{NCPI}{CPI}$$

Where:

NR is the Annual Rent payable on and from the relevant Review Date.

R is the Annual Rent payable immediately prior to the relevant Review Date.

NCPI is the Consumer Price Index (All Groups) Weighted average of eight capital cities (or any substitute accepted by the government of the Commonwealth of Australia) as last published by the Australian Bureau of Statistics prior to the relevant Review Date.

CPI is the Consumer Price Index (All Groups) Weighted average of eight capital cities (or any substitute accepted by the government of the Commonwealth of Australia) as last published by the Australian Bureau of Statistics prior to the immediately preceding Review Date or, in the case of the first review, as last published by the Australian Bureau of Statistics prior to the date of execution of this Lease.

5.3 Discontinuation or suspension of CPI

If the Consumer Price Index (All Groups) Weighted average of eight capital cities is discontinued or suspended, the method of review set out in clause 5.2(b) will cease to apply and will be replaced with such alternative method as is mutually agreed between the Project Manager and the relevant Grower or, if they fail to agree, such alternative

method 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. The cost of any expert determination carried out under this clause shall be borne equally between the Project Manager and the relevant Grower.

6. RELEVANT GROWER'S OBLIGATIONS

The relevant Grower agrees with the Project Manager that the relevant Grower will at the relevant Grower's expense during the Term:

6.1 Permitted use

Use the relevant Woodlots solely for the purpose of growing, tending and harvesting a plantation or plantations of eucalyptus trees.

6.2 Forestry practice

Comply with sound silvicultural and environmental practices adopted within the forestry industry.

6.3 Comply with laws

Comply with all laws and regulations relating to the use and occupancy of the relevant Woodlots.

6.4 Repairs

Promptly repair any damage caused by the relevant Grower or its employees, agents or contractors to any roads, tracks or fences on the relevant Woodlots or on any neighbouring land.

6.5 Interference with activities

Take all reasonable steps to avoid interfering with the activities carried out on any neighbouring land by the owner or occupier of that land.

6.6 Chemicals and dangerous substances

Not store or use any chemical, inflammable, noxious or dangerous substances in a manner which is likely to result in damage to vegetation, livestock, crops or water reserves on any neighbouring land.

6.7 Buildings

Not erect any buildings, structures or dwellings or use any caravans on the relevant Woodlots for accommodation purposes.

6.8 Permit Project Manager to enter

Permit the Project Manager to enter upon the relevant Woodlots from time to time with or without equipment for the purpose of performing the Project Manager's obligations under this Sub-Lease.

6.9 Comply with other agreements

Comply or procure compliance with the provisions of the agreement referred to in paragraph 4.2(a).

6.10 Give access to owners of adjoining Woodlots

Give such rights of way and free access to the owners or occupiers of any Woodlot adjoining the relevant Woodlots as are necessary for their proper use and enjoyment of their Woodlots, but such rights of access shall be limited to the unimpeded use of any existing access roads, pathways or fire-breaks on or about their Woodlot.

7. PROJECT MANAGER'S OBLIGATIONS**7.1 Construction of Boundary Fence prior to Commencement Date**

The Project Manager agrees with the relevant Grower that the Project Manager will at the Project Manager's expense prior to the Commencement Date (or such later date as the relevant Grower may agree) construct or cause to be constructed a fence along the external boundary of the relevant Plantation, or in such other location as the Project Manager deems fit, suitable to restrain livestock from straying onto the relevant Woodlots.

7.2 During the Term

The Project Manager agrees with the relevant Grower that the Project Manager will at the Project Manager's expense during the Term:

(a) Quiet enjoyment

Allow the relevant Grower to peaceably and quietly hold and enjoy the relevant Woodlots without any interruption by the Project Manager or any person claiming through or under the Project Manager.

(b) Maintain boundary fence

Maintain or cause to be maintained the fence constructed pursuant to clause 7.1 in good and substantial repair and condition.

(c) Rates and taxes

Duly and punctually pay or cause to be paid all rates, taxes and other charges levied by any government or other authority in respect of the relevant Woodlots.

(d) Comply with laws

Comply with all laws and regulations relating to the use and occupancy of any neighbouring land occupied by the Project Manager.

(e) Chemicals and dangerous substances

Not store or use any chemical, inflammable, noxious or dangerous substances in a manner which is likely to result in damage to vegetation, livestock, crops or water reserves on the relevant Woodlots.

(f) Comply with Head Lease

Comply with the provisions of the Head Lease.

(g) Control of fires

Take all necessary measures to ensure that any fires which may occur or be lit on any neighbouring land owned or occupied by the Project Manager are properly controlled and supervised.

(h) Not create any encumbrances

Not create any encumbrances over the relevant Plantation or the relevant Woodlots or any part thereof ranking in priority to the interests of the relevant Growers under this Sub-Lease other than the agreement referred to in paragraph 4.2(a).

8. RELEVANT GROWER'S RIGHTS

8.1 General

The Project Manager hereby grants to the relevant Grower the rights set out in this part to be exercised by the relevant Grower during the Term.

8.2 Harvest

The relevant Grower shall be entitled to harvest the Trees and to remove and sell the products derived from the Trees and to retain all income from such sale.

8.3 Trees are property of the relevant Grower

The parties acknowledge and agree that the Trees are and will remain the property of the relevant Grower until the end of the Term.

8.4 Access

The relevant Grower shall be entitled to full and free access for any purpose whatsoever to the relevant Woodlots along any road or track on any neighbouring land in respect of which the Project Manager has similar rights and which gives access to the relevant Woodlots from a public road.

8.5 Construct roads and tracks

The relevant Grower may with the prior written consent of the Project Manager, which consent must not be unreasonably withheld, construct and maintain such roads and tracks (including, if necessary, bridges and culverts) on the relevant Woodlots or on any neighbouring land in respect of which the Project Manager has similar rights, as are reasonably required by the relevant Grower to provide access to the relevant Woodlots from a public road for log haulage.

8.6 Use of sand and gravel

For the purposes of constructing and maintaining the roads and tracks referred to in clause 8.5 the relevant Grower may take and use sand, gravel and other material available from a place approved by the Project Manager on the relevant Woodlots or on any neighbouring land in respect of which the Project Manager has similar rights, in such quantities as the relevant Grower reasonably requires. If the relevant Grower exercises its rights under this clause, the relevant Grower must rehabilitate the surface of the land to an appearance as near as possible to the appearance of the surface of the surrounding land.

8.7 Security

The relevant Grower may at its own expense padlock any gates on roads or tracks entering the relevant Woodlots and take such other measures to exclude trespassers as the relevant Grower reasonably considers appropriate. Upon request, the relevant Grower must provide the Project Manager with a key to any padlocks, or if the relevant Grower has taken any other measures under this clause, such other means of entry, to the relevant Woodlots.

9. Project Manager's rights

9.1 General

The Grower hereby grants to the Project Manager the rights set out in this part to be exercised by the Project Manager during the Term.

9.2 Graze livestock

The Project Manager or its invitees may graze livestock on the relevant Woodlots and retain all income derived therefrom.

9.3 Bees

The Project Manager or its invitees may keep bees on the relevant Woodlots and retain all income derived therefrom.

9.4 Access

The Project Manager shall be entitled to full and free access for the purposes of carrying out its rights and obligations with or without vehicles to the relevant Woodlots along any road or track or any neighbouring land owned or occupied by the Project Manager which gives access to the relevant Woodlots from a public road.

9.5 Further access

The Project Manager shall be entitled to full and free access with or without vehicles to the relevant Woodlots for the purpose of accessing neighbouring land owned or occupied by the Project Manager.

9.6 Use of sand and gravel

The Project Manager may with the approval of the Grower take and use sand, gravel and other material from a place on the relevant Woodlots which does not derogate from the productivity of the Trees. The Grower may withhold the approval in the event that it believes that the removal of the sand, gravel and other material will derogate from the productivity of the Trees.

9.7 Signs

The Project Manager may at its own expense erect and maintain a sign on the relevant Woodlots detailing such matters as the Project Manager reasonably considers appropriate.

10. FORCE MAJEURE

10.1 Extension for late harvesting

If the relevant Grower is prevented from:

- (a) harvesting the Trees;
- (b) removing from the relevant Woodlots the products derived from the Trees;
or
- (c) processing the products derived from the Trees,

due to an event of Force Majeure, but continues to pay the Annual Rent, the Grower may by giving written notice to the Project Manager elect to extend the Term for a period of time equal to the duration of the event of Force Majeure.

10.2 Definition of Force Majeure

In this part "Force Majeure" means:

- (a) Act of God, fire, explosion, earthquake, landslide, flood, wash-out, lightning, storm or tempest;
- (b) strikes, lockouts, stoppages, restraints of labour or other industrial disturbances;
- (c) war, acts of public enemies, riot, civil commotion or sabotage;
- (d) breakdown of or accident to plant, machinery or equipment (excluding a breakdown caused by any failure of the person claiming Force Majeure to maintain plant, machinery or equipment in a proper manner);
- (e) restraints, embargoes or other unforeseeable actions by the government of Victoria or the government of the Commonwealth of Australia; or
- (f) any Act of Parliament, regulation, by-law, order, ordinance or rule.

11. EARLY TERMINATION AND REDUCTION OF THE RELEVANT WOODLOTS

11.1 Termination for default

- (a) The relevant Grower may terminate this Sub-Lease in respect of the relevant Woodlots with immediate effect if the Project Manager commits a material breach of this Sub-Lease and fails to remedy the breach or make reasonable compensation in money within thirty (30) days after the relevant Grower has served a written notice on the Project Manager requiring the Project Manager to remedy the breach.
- (b) The Project Manager may terminate this Sub-Lease in respect of the relevant woodlots with immediate effect if:
 - (i) the relevant Grower fails to pay any instalment of annual rent by the due date for payment and such amount is not paid in full within three months after the Project Manager has served a written notice on the relevant Grower requesting payment; or
 - (ii) the relevant Grower commits a material breach of this Sub-Lease and fails to remedy the breach or make reasonable compensation in money within thirty (30) days after the Project Manager has served a written notice on the relevant Grower requiring the relevant Grower to remedy the breach.

11.2 Loss of Trees

- (a) If, in respect of any of the relevant Woodlots:
 - (i) the whole or a substantial part of the Trees is damaged or destroyed whether by fire or any other cause whatsoever; or
 - (ii) an independent forestry consultant commissioned by the relevant Grower reasonably determines that the whole or a substantial part of the Trees is no longer commercially viable,

the relevant Grower may terminate this Sub-Lease in respect of the relevant Woodlots by giving not less than four (4) months' prior written notice of such termination to the Project Manager. Termination under this clause shall take effect on and from the 30 June next following the expiration of the period of notice.
- (b) If so directed by the Project Manager in writing within two (2) months after receipt of the relevant Grower's notice of termination, the relevant Grower must, subject to clause 18.11, at the relevant Grower's expense forthwith remove from the relevant Woodlots all trees, logs, stumps and debris forming part of or derived from the Trees and re-seed pasture on the relevant Woodlots.

11.3 Reduction of the relevant Woodlots

- (a) If in respect of any of the relevant Woodlots:

- (i) part of the Trees is damaged or destroyed whether by fire or any other cause whatsoever; or
- (ii) an independent forestry consultant commissioned by the relevant Grower reasonably determines that part of the Trees is no longer commercially viable,

the relevant Grower may terminate this Sub-Lease in respect of that portion of the relevant Woodlots on which the affected part of the Trees is or was growing ("the surrendered area"), by giving not less than four months prior written notice of such termination to the Project Manager. Termination under this clause shall take effect on and from the later of:

- (i) the 30 June next following the expiration of the period of notice; and
 - (ii) the date on which the relevant Grower has met all of its obligations under clause 11.3(b).
- (b) If so directed by the Project Manager in writing within two (2) months after receipt of the relevant Grower's notice of termination, the relevant Grower must, subject to clause 18.11, at the relevant Grower's expense forthwith remove from the surrendered area all trees, logs, stumps and debris forming part of or derived from the Trees and, provided it is reasonably practicable to do so, fence off the surrendered area from the remainder of the relevant Woodlots, re-seed pasture on the surrendered area and provide the Project Manager and the lessor or sub-lessor under the Head Lease with reasonable access to the surrendered area.

11.4 Effect of termination

- (a) Termination of this Sub-Lease under clauses 11.1 or 11.2 or reduction of the relevant Woodlots under clause 11.3 shall be without prejudice to any rights or obligations which may have accrued prior to the date of termination.
- (b) Termination of this Sub-Lease in respect of a relevant Woodlot or part of a relevant Woodlot under this part 11 shall not affect the rights or obligations of the Parties in respect of any other relevant Woodlot or other part of the relevant Woodlot.

11.5 Limited right of termination

Except as expressly provided in this Part, neither the Project Manager nor the relevant Grower shall be entitled to terminate or rescind this Sub-Lease and the Project Manager shall not be entitled to re-enter the relevant Woodlots or forfeit this Lease, at any time prior to the expiration of the Term.

12. RIGHTS AND OBLIGATIONS ON EXPIRATION OR TERMINATION

12.1 Removal of stumps, roads and tracks

The Project Manager acknowledges and agrees with the relevant Grower that, except to the extent that clauses 11.2(b) and 11.3(b) apply, the relevant Grower will not be liable to remove or to pay for the removal of:

- (a) any stumps from the relevant Woodlots; or
- (b) any roads or tracks constructed on the relevant Woodlots or on any neighbouring land under clause 8.5,

at the expiration or earlier termination of this Sub-Lease.

12.2 Removal of products and equipment

During the three (3) month period following the expiration of this Sub-Lease, the relevant Grower may enter upon the relevant Woodlots and remove any products derived from the Trees and any plant, equipment, implements or other things brought onto the relevant Woodlots by or on behalf of the relevant Grower during the Term.

12.3 Products and equipment left by the relevant Grower

- (a) Any plant, equipment, implements or other things brought onto the relevant Woodlots by or on behalf of the relevant Grower, which are not removed by the relevant Grower within the three (3) month period referred to in clause 12.2; and
- (b) any part of the Trees not harvested by the relevant Grower during the Term (as extended or renewed),

will be the property of the Project Manager.

13. Ownership of the Trees

13.1 Ownership

The Project Manager acknowledges and agrees with the relevant Grower that for so long as this Sub-Lease has not been terminated for non-payment of Annual Rent under clause 11.1(b) and the relevant Grower continues to pay the Annual Rent the Trees will be and shall remain the property of the relevant Grower for the period referred to in paragraph 13.3(b).

13.2 Additional Rights

The Project Manager hereby transfers and grants to the relevant Grower the following rights in addition to the other rights granted to the relevant Grower under this Sub-Lease:

- (a) to establish, tend and manage the Trees and to cultivate and plant seedling trees as part of the Trees;

- (b) to enter upon the relevant Woodlots with or without vehicles and, to the exclusion of the Project Manager and all other persons, to harvest the Trees and remove and sell the products derived from the Trees; and
- (c) to exercise and enjoy such of the rights and powers granted to the relevant Grower under this Lease as may be necessary to enable the relevant Grower to exercise the rights referred to in paragraphs (a) and (b) above.

13.3 Independent Proprietary Interest

- (a) The rights and interests granted to the relevant Grower under clauses 13.1 and 13.2 constitute an independent and severable grant of a proprietary interest in the relevant Woodlots by the Project Manager to the relevant Grower.
- (b) In the event that the Term or the leasehold interest of the relevant Grower under this Sub-Lease:
 - (i) ends; or
 - (ii) is terminated (other than by effluxion of time or by the operation of Parts 4 or 11); or
 - (iii) becomes void whether by reason of some act or default of the Project Manager or of the trustee in bankruptcy, receiver, receiver and manager, controller, administrator or liquidator of the Project Manager, or for any other reason whatsoever,
 the rights and interests granted to the relevant Grower under clauses 13.1 and 13.2 shall, unless expressly surrendered by the relevant Grower, continue in full force and effect and may be exercised and enjoyed by the relevant Grower until the date on which the Term would have ended by effluxion of time.

14. MINING AND PETROLEUM ACTIVITIES

14.1 Definitions

In this part, the following expressions have the following meanings:

"Mining Activities" means all activities that may be carried out pursuant to a Mining Tenement.

"Mining Tenement" means any right or title available under the Mineral Resources Development Act 1990 and includes a permit to enter on private land.

"Petroleum Activities" means all activities that may be carried out pursuant to a Petroleum Title.

"Petroleum Title" means any right or title available under the Petroleum Act 1958 and includes a permit to enter on private land.

14.2 Application for Mining Tenement or Petroleum Title

If any person applies for a Mining Tenement or a Petroleum Title over any part of the relevant Woodlots, then the following provisions will apply:

- (a) The Project Manager must promptly notify the relevant Grower.

- (b) Neither the Project Manager nor the Grower shall consent to the application or do any act or thing that may assist the grant of the application.
- (c) The relevant Grower will be entitled to object to or resist the application or to restrict the scope of the rights to be obtained by virtue of the grant of the application, to the fullest extent permitted by law.
- (d) For the purpose of giving full effect to paragraph (c) above, the Project Manager must sign such documents as the relevant Grower may require, and the relevant Grower will be entitled to take such proceedings in the name of the Project Manager as the relevant Grower considers appropriate. The relevant Grower hereby indemnifies the Project Manager for any loss suffered by the Project Manager as a direct consequence of the relevant Grower exercising its rights under this paragraph (d).
- (e) The Project Manager hereby appoints the relevant Grower its lawful attorney to execute the documents and to do the things referred to in paragraph (d).

14.3 Grant of Mining Tenement or Petroleum Title

If a Mining Tenement or a Petroleum Title is granted over any part of the relevant Woodlots, then the following provisions will apply:

- (a) The Project Manager must keep the relevant Grower informed as to the Mining Activities or Petroleum Activities carried out upon the relevant Woodlots, and must forward copies of all communications with the persons carrying out or proposing to carry out such activities.
- (b) The Project Manager must not consent to any use of water, felling of trees, stripping of bark or cutting of timber on the relevant Woodlots.
- (c) If any compensation becomes payable by virtue of or in respect of Mining Activities or Petroleum Activities on the relevant Woodlots, then the Project Manager and the relevant Grower will be entitled to compensation according to their respective interests in the area affected by those activities. The Project Manager and the relevant Grower will each be responsible for negotiating and recovering such compensation.
- (d) If this Sub-Lease is terminated under clause 11.2 or area of the relevant Woodlots is reduced under clause 11.3 as a result of Mining Activities or Petroleum Activities being carried out on the relevant Woodlots, the provisions of clauses 11.2(b) and 11.3(b) will not apply in respect of such termination or reduction.

15. Warranties

The Project Manager represents and warrants that:

- 15.1 as at the date of execution of this Sub-Lease, the Head Lease is valid and subsisting;

- 15.2 the Project Manager is entitled under the Head Lease to grant this Sub-Lease to the relevant Grower; and
- 15.3 any consents which may be required to the granting of this Sub-Lease (other than those referred to in clause 4.1) have been obtained.

16. Notices

- 16.1 All notices, consents, approvals and other communications required or authorised to be given under this Sub-Lease ("Notices") must be in writing and may be personally delivered or sent by pre-paid post or facsimile to the addressee's address specified in this Sub-Lease or such other address as the addressee may have notified from time to time. A Notice shall be deemed to be received:
- (a) if personally delivered, upon receipt;
 - (b) if sent by pre-paid post within Australia, on the third day after posting;
 - (c) if sent by pre-paid post outside Australia, on the seventh day after posting; and
 - (d) if sent by facsimile, upon production of a successful transmission report by the sender's facsimile machine.

17. Caveat

- 17.1 The relevant Grower may at its own expense lodge a subject to claim caveat at the Land Titles Office in respect of its interest under this Sub-Lease.
- 17.2 The Project Manager agrees to provide to the relevant Grower all plans and other details reasonably necessary to enable the relevant Grower to lodge a subject to claim caveat.
- 17.3 Upon the expiration or earlier termination of this Sub-Lease, the relevant Grower must promptly withdraw at its own expense any caveat lodged under this clause.
- 17.4 The relevant Grower irrevocably appoints the Project Manager its attorney to execute a withdrawal of any caveat required to be withdrawn by the Grower pursuant to clause 17.3 in the event of the relevant Grower failing promptly to do so.
- 17.5 The relevant Grower agrees to ratify anything done by the attorney in accordance with clause 17.4.

18. GENERAL

18.1 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 Sub-Lease.

18.2 Voiding insurances

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 relevant Woodlots or the Trees or result in the premiums for such insurances being increased.

18.3 Transfer of Land Act

To the extent permitted by law, all provisions implied by the Transfer of Land Act 1958 are expressly excluded from this Sub-Lease.

18.4 Property Law Act

The provisions of section 144(1) of the Property Law Act 1958 do not apply to this Sub-Lease.

18.5 Proper law

This Sub-Lease shall be governed by and construed in accordance with laws of the State of Victoria and the parties agree to submit to the jurisdiction of the courts of that State.

18.6 Severability

If any provision of this Sub-Lease is or becomes void or unforeseeable, that provision shall be severed from this Sub-Lease to the intent that the remaining provisions of this Sub-Lease shall continue in full force and effect.

18.7 Parties may act through agents

All rights granted to a Party and all obligations imposed on a Party under this Sub-Lease may be enjoyed or performed (as the case may be) by that Party's employees, agents and contractors.

18.8 No Partnership

Nothing contained in this Sub-Lease shall constitute a partnership between the Parties to this Sub-Lease. No Party shall hold itself out as the partner of the other of them. This Sub-Lease is not for the benefit of any person not a party to this Sub-Lease and shall not be deemed to give any right or remedy to any such party whether referred to in this Sub-Lease or not.

18.9 Waivers

No waiver by any Party of any breach of this Sub-Lease shall be deemed a waiver of any preceding or succeeding breach of this Sub-Lease.

18.10 Assignment

- (a) The relevant Grower covenants that the Project Manager shall have the full and free right to deal with any of its rights and interests hereunder to such other parties and on such terms and conditions as the Project Manager sees fit, providing at all times that the Project Manager shall not transfer, lease, mortgage, charge, assign, part with

possession or otherwise dispose of its interest in the relevant Woodlots without first obtaining a deed of covenant by the proposed transferee, lessee, mortgagee, chargee, assignee, person who acquires possession or person who receives the disposal (the "Grantee") containing a covenant by the Grantee in favour of the relevant Grower that the Grantee will at all times during the Term observe and perform all or any of the covenants contained or implied in this Sub-Lease to be observed or performed by the Project Manager.

- (b) All costs associated with the preparation, completion and stamping of any deed of covenant required by the immediately preceding subclause shall be paid by the Project Manager or Grantee, and the relevant Grower shall not be required to contribute in any way to such costs.
- (c) The relevant Grower may only transfer, mortgage, assign or otherwise dispose of this SubLease or any of its rights or interests hereunder in accordance with the provisions of the Project Deed and otherwise may not assign sub-let or part with possession of the relevant Woodlots or any part thereof or otherwise by any act or deed to procure or allow or suffer (either voluntarily or involuntarily) the relevant Woodlots or any part thereof to be assigned transferred or sub-let or the possession thereof parted with and for all or any part of the term AND IT IS HEREBY DECLARED that nothing contained or implied in sections 80 and 82 of the Property Law Act 1969 shall apply to this Sub-Lease and both sections are hereby expressly excluded.

18.11 Limitation of liability of relevant Grower

- (a) Notwithstanding any other provision of this Agreement, in no circumstances shall the relevant Grower be obliged to contribute any money or incur any other liability under this Agreement in excess of the aggregate of annual rent, the amount of the fees set out in parts 1(i) and (ii) of the schedule to the Management Agreement and Proceeds.
- (b) Once a transmission, transfer, mortgage, assignment or other disposal of the entire interest of the relevant Grower has been perfected in accordance with the provisions of the Project Deed, then the relevant Grower no longer remains liable under this Sub-Lease.

18.12 Delegation

The relevant Grower may, for the better performance of its obligations under this Sub-Lease, employ any person as an agent and all rights granted and obligations imposed upon the relevant Grower (except the grant to the relevant Grower of the leasehold estate) may be enjoyed and performed by the relevant Grower's agent, contractors and their employees, but delegation of any of the relevant Grower's obligations under this Sub-Lease shall not release it from liability under this Sub-Lease.

PART 1: THE PLANTATIONS AND HEAD LEASE DETAILS (P2000-Vic-SPSR)

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|------------------------|------------------------|---|---------------------------|
| BAS | Basil 2000 | Those parts of Certificates of Title Volume 7366 Folio 186 as are delineated into woodlots numbered 1 to 58 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| BAU | Baulch 2000 | Those parts of Certificates of Title Volume 10240 Folio 581, Volume 8756 Folio 772 and Volume 8035 Folio 481 as are delineated into woodlots numbered 1 to 481 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| BRS | Brees 2000 | Those parts of Certificates of Title Volume 5957 Folio 1191242 as are delineated into woodlots numbered 1 to 71 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| BUL | Bullock Swamp 2000 | Those parts of Certificates of Title Volume 8168 Folio 415, Volume 8168 Folio 416, Volume 9208 Folio 401, Volume 9394 Folio 107 and Volume 9394 Folio 108 and Crown Grants Volume 206 Folio 149, Volume 7844 Folio 181, Volume 8941 Folio 886, Volume 9150 Folio 902, Volume 8761 Folio 611, Volume 9150 Folio 741, Volume 9671 Folio 548, Volume 8669 Folio 827 and Volume 9205 Folio 358 as are delineated into woodlots numbered 1 to 1419 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| CTY | Cartys 2000 | Those parts of Certificates of Title Volume 8529 Folio 335 as are delineated into woodlots numbered 1 to 154 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| CAT | Castine 2000 | Those parts of Certificates of Title Volume 8138 Folio 189, Volume 7559 Folio 014 and Volume 9153 Folio 155 as are delineated into woodlots numbered 1 to 300 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| CLE | Cleves 2000 | Those parts of Certificates of Title Volume 8732 Folio 727, Volume 9851 Folio 724, Volume 8956 Folio 223, Volume 8274 Folio 391 and Volume 7953 Folio 179 as are delineated into woodlots numbered 1 to 570 on the map annexed hereto | Timbercorp Lands Pty Ltd |

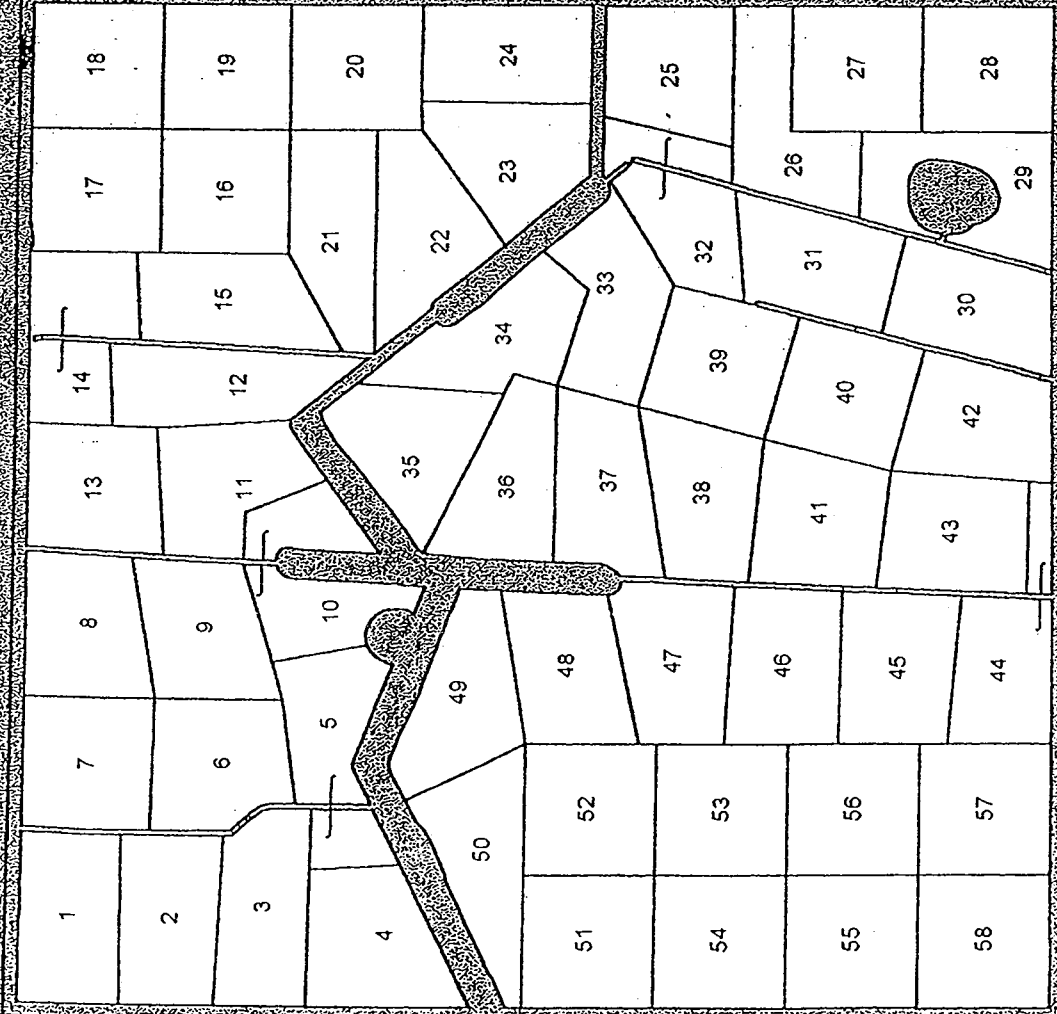
| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|-----------------|-------------------|---|-------------------------------|
| DOE | Doelles 2000 | Those parts of Certificates of Title Volume 8613 Folio 834 and Volume 09859 Folio 542 as are delineated into woodlots numbered 1 to 82 on the map annexed hereto | Timbercorp Properties Pty Ltd |
| DON | Donnibristle 2000 | Those parts of Section A, CA's 1, 1A, 2, 4 & 5 - Parish of Hotspur and Part S52, 52B, 53, 54A, 54B, 55A, 55B, 63, Part 64, Lot 2 LP202541 - Parish of Digby; and CA 5A, Pt CA 13 & Pt CA 16 - Parish of Digby as are delineated into woodlots numbered 1 to 702 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| FIC | Finch 2000 | Those parts of Certificates of Title Volume Folio as are delineated into woodlots numbered 1 to 64 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| FOR | Foran 2000 | Those parts of Certificate of Title Volume 8529 Folio 3340, Volume 9133 Folio 938, Volume 9456 Folio 883 and Volume 8941 Folio 489 as are delineated into woodlots numbered 1 to 304 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| GOO | Goodman 2000 | Those parts of Certificate of Title Volume 9388 Folio 669 as are delineated into woodlots numbered 1 to 170 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| HRR | Harrip 2000 | Those parts of Crown Grants Volume 9841 Folio 471 and Volume 9388 Folio 807 as are delineated into woodlots numbered 1 to 165 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| JAV | Jarvis 2000 | Those parts of Certificates of Title Volume 9486 Folio 097 and Crown Grants Volume 9287 Folio 383, Volume 8560 Folio 4428 and Volume 8876 Folio 019 as are delineated into woodlots numbered 1 to 786 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| JEW | Jewell 2000 | Those parts of Certificates of Title Volume 8309 Folio 686 and Volume 6976 Folio 088 and Crown Grant Volume 2736 Folio 118 as are delineated into woodlots numbered 1 to 147 on the map annexed hereto | Timbercorp Lands Pty Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|-----------------|-----------------|---|---|
| KRA | Kraft 2000 | Those parts of Lots 1, 2 and 3 on LP131650S as are delineated into woodlots numbered 1 to 63 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| LMU | Lake Mundi 2000 | Those parts of Certificates of Title Volume 8063 Folio 994 and Volume 7620 Folio 159 as are delineated into woodlots numbered 1 to 160 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| CAS | McCaskill 2000 | Those parts of Certificates of Title Volume 9463 Folio 717 as are delineated into woodlots numbered 1 to 95 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| MON | Montrose 2000 | Those parts of Certificates of Title Volume 10311 Folio 378, Volume 9374 Folio 760, Volume 9374 Folio 765 and Volume 10311 Folio 380 as are delineated into woodlots numbered 1 to 126 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| OAK | Oakbank 2000 | Those parts of Certificates of Title Volume 8814 Folio 698, Volume 8814 Folio 697, Volume 4890 Folio 895, Volume 9829 Folio 131, Volume 9829 Folio 132 and Volume 8560 Folio 418 as are delineated into woodlots numbered 1 to 823 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| OBE | Oberer 2000 | Those parts of Certificates of Title Volume 9597 Folio 737 as are delineated into woodlots numbered 1 to 64 on the map annexed hereto | DF Bowen & GD Vigar per estate JL Oberer (dec.) |
| OTO | O'Toole 2000 | Those parts of Certificates of Title Volume 6908 Folio 402, Volume 8378 Folio 803, Volume 6742 Folio 242, Volume 6716 Folio 152 and Volume 6716 Folio 153 as are delineated into woodlots numbered 1 to 250 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| PTT | Pettit 2000 | Those parts of Certificates of Title Volume 10311 Folio 1377, Volume 9374 Folio 768, Volume 9474 Folio 506, Volume 10310 Folio 360, Volume 9374 Folio 761 and Volume 10311 Folio 376 as are delineated into woodlots numbered 1 to 51 on the map annexed hereto | Timbercorp Lands Pty Ltd |

| Plantation Code | Plantation Name | Land Description | Head Lease Details |
|-----------------|-----------------|---|--------------------------|
| SIM | Sim 2000 | Those parts of Lot 2 on P/S 422218C being part of Sub div A & B of C/A 2 & 3 Sec 8, Parish Clonleigh as are delineated into woodlots numbered 1. to 102 on the map annexed hereto | Timbercorp Lands Pty Ltd |
| WEA | Weatherly 2000 | Those parts of Certificates of Title Volume 4976 Folio 113 as are delineated into woodlots numbered 1 to 199 on the map annexed hereto | JF Weatherly |
| WHL | Wheeler 2000 | Those parts of Certificates of Title Volume 9023 Folio 276, Volume 8636 Folio 431, Volume 6428 Folio 566, Volume 7443 Folio 495 and Volume 7443 Folio 496 as are delineated into woodlots numbered 1 to 158 on the map annexed hereto | LG Wheeler |
| WOL | Woolhara 2000 | Those parts of Crown Grant Volume 3016 Folio 098 as are delineated into woodlots numbered 1 to 72 on the map annexed hereto | DA & RM McArthur |

WOODLOT PLAN FOR BASIL 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIMIMAGE



Log

Woodlot (c/- 0.02 ha)

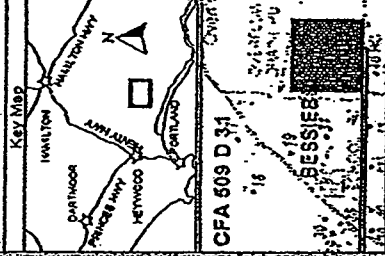
107

Proposed Log Haul Route

Total one-hectare
Woodlots : 58

Property Code : BAS

Kilometers



Project Managers

Timbercorp Hamilton Office
Level 1, 88 Gray Street
Hamilton VIC 3300
TEL : 03 6672 5370
FAX : 03 6672 4660

Quality Assurance Timbercorp

Reviewers

Date

NOT FOR CONSTRUCTION PURPOSES
MAP OF AUSTRALIA Pty Ltd
Suite 1.2 Regent Avenue
Tel: 03 9455 1033
Fax: 03 9455 1960

QUALITY ASSURED TIMBER MAP

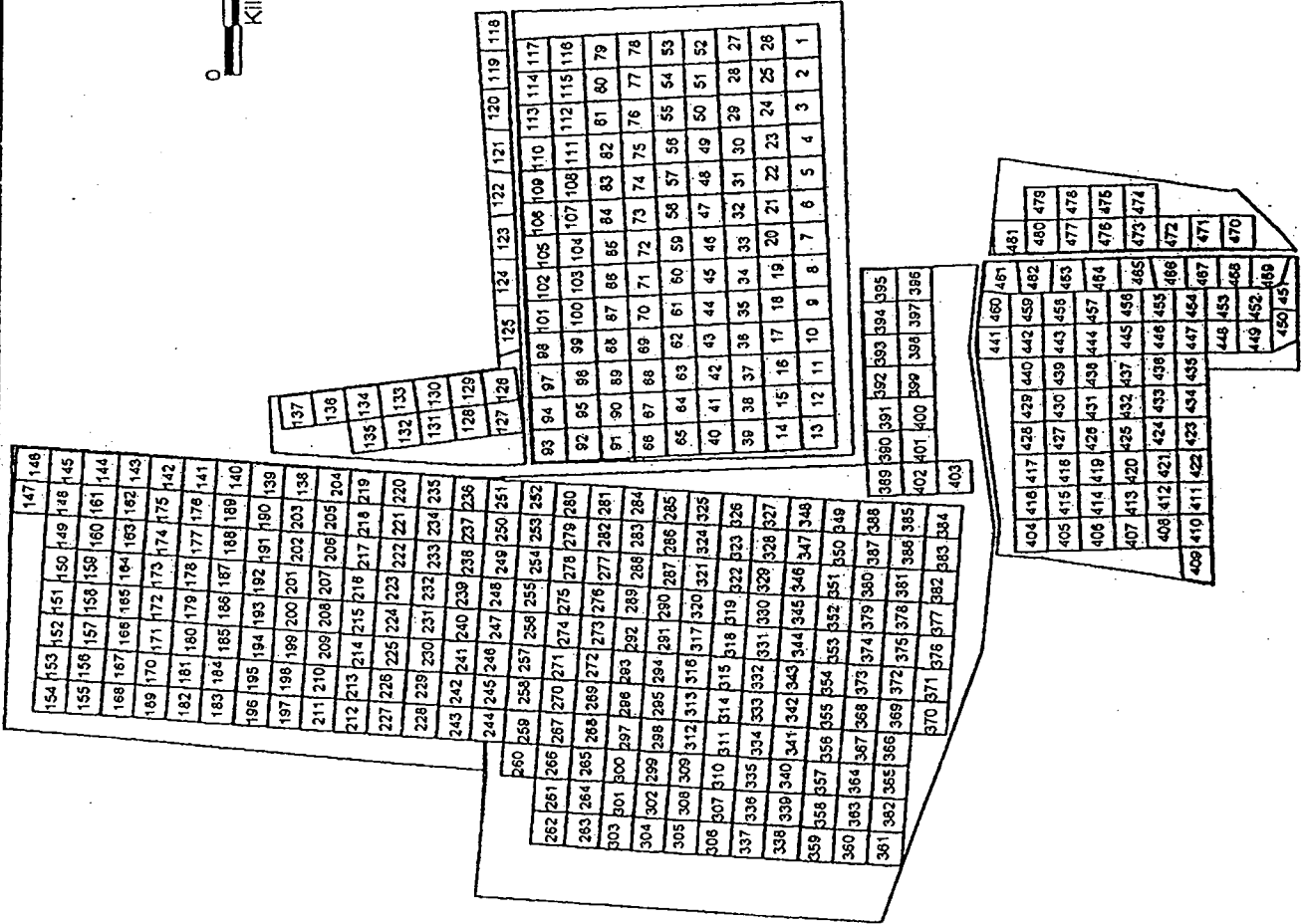
Drawn By

Check

7221-1-200-1-128/501/001

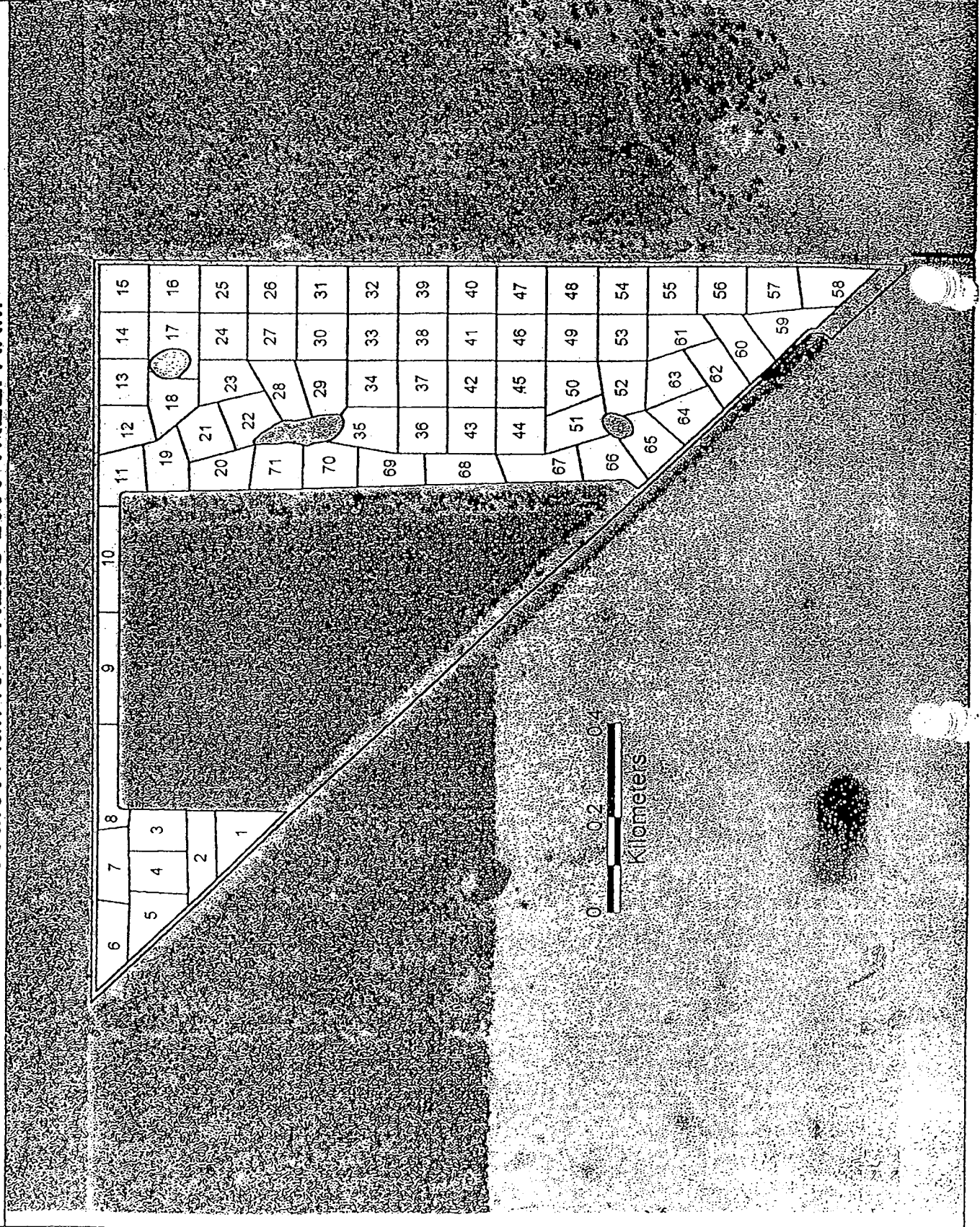
WOODLOT PLAN FOR BAULCH TREEFARM

TOTAL 1 HA WOODLOTS IS: 480



1999 TIMBERCORP EUCALYPTS PROJECT Woodlot Plan for Brees 2000 Treefarm

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIZIMAGE



Legend

107 Woodlot (+/- 0.02 ha)

Proposed Log Haul Road

Total one-hectare Woodlots : 71

Property Code : BRS

Key Map

GFA-609-E-24

Project Managers

Timbertcorp Hamilton Office
Level 1, 83 Gray Street
Hamilton VIC 3300
TEL : 03 6672 3376
FAX : 03 6672 4660

Quality Assurance

Timbertcorp

For the Quality Assurance of
LAND MAP AUSTRALIA Pty Ltd
Suite 1, 2 Research Avenue
Bundamba 3083
Tel : 03 9411 0996
Fax : 03 9411 0999

DATE: 12/01/2000
TIME: 12:00:00

1995 TIMBERCORP EUCALYPTS PROJECT Woodlot Plan for BULLOCH SWAMP 2000 TREEFARM 1 of 4

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIMAGINE

Legend

107

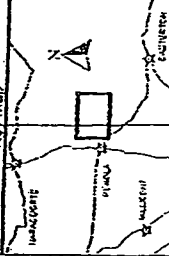
Woodlot (14.032 ha)

Proposed Log Haul Route

Total one-hectare
Woodlots : 1395

Property Code : BUL

Key Map



CFA, C & D

Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 5372 3970
FAX : 03 5572 4550

QUALITY ASSURANCE TIMBERSECTOR

| Area | Species | Count |
|------|---------|-------|
| 107 | 107 | 107 |
| 108 | 108 | 108 |
| 109 | 109 | 109 |
| 110 | 110 | 110 |
| 111 | 111 | 111 |
| 112 | 112 | 112 |
| 113 | 113 | 113 |
| 114 | 114 | 114 |
| 115 | 115 | 115 |
| 116 | 116 | 116 |
| 117 | 117 | 117 |
| 118 | 118 | 118 |
| 119 | 119 | 119 |
| 120 | 120 | 120 |
| 121 | 121 | 121 |
| 122 | 122 | 122 |
| 123 | 123 | 123 |
| 124 | 124 | 124 |
| 125 | 125 | 125 |
| 126 | 126 | 126 |
| 127 | 127 | 127 |
| 128 | 128 | 128 |
| 129 | 129 | 129 |
| 130 | 130 | 130 |
| 131 | 131 | 131 |
| 132 | 132 | 132 |
| 133 | 133 | 133 |
| 134 | 134 | 134 |
| 135 | 135 | 135 |
| 136 | 136 | 136 |
| 137 | 137 | 137 |
| 138 | 138 | 138 |
| 139 | 139 | 139 |
| 140 | 140 | 140 |
| 141 | 141 | 141 |
| 142 | 142 | 142 |
| 143 | 143 | 143 |
| 144 | 144 | 144 |
| 145 | 145 | 145 |
| 146 | 146 | 146 |
| 147 | 147 | 147 |
| 148 | 148 | 148 |
| 149 | 149 | 149 |
| 150 | 150 | 150 |
| 151 | 151 | 151 |
| 152 | 152 | 152 |
| 153 | 153 | 153 |
| 154 | 154 | 154 |
| 155 | 155 | 155 |
| 156 | 156 | 156 |
| 157 | 157 | 157 |
| 158 | 158 | 158 |
| 159 | 159 | 159 |
| 160 | 160 | 160 |
| 161 | 161 | 161 |
| 162 | 162 | 162 |
| 163 | 163 | 163 |
| 164 | 164 | 164 |
| 165 | 165 | 165 |
| 166 | 166 | 166 |
| 167 | 167 | 167 |
| 168 | 168 | 168 |
| 169 | 169 | 169 |
| 170 | 170 | 170 |
| 171 | 171 | 171 |
| 172 | 172 | 172 |
| 173 | 173 | 173 |
| 174 | 174 | 174 |
| 175 | 175 | 175 |
| 176 | 176 | 176 |
| 177 | 177 | 177 |
| 178 | 178 | 178 |
| 179 | 179 | 179 |
| 180 | 180 | 180 |
| 181 | 181 | 181 |
| 182 | 182 | 182 |
| 183 | 183 | 183 |
| 184 | 184 | 184 |
| 185 | 185 | 185 |
| 186 | 186 | 186 |
| 187 | 187 | 187 |
| 188 | 188 | 188 |
| 189 | 189 | 189 |
| 190 | 190 | 190 |
| 191 | 191 | 191 |
| 192 | 192 | 192 |
| 193 | 193 | 193 |
| 194 | 194 | 194 |
| 195 | 195 | 195 |
| 196 | 196 | 196 |
| 197 | 197 | 197 |
| 198 | 198 | 198 |
| 199 | 199 | 199 |
| 200 | 200 | 200 |
| 201 | 201 | 201 |
| 202 | 202 | 202 |
| 203 | 203 | 203 |
| 204 | 204 | 204 |
| 205 | 205 | 205 |
| 206 | 206 | 206 |
| 207 | 207 | 207 |
| 208 | 208 | 208 |
| 209 | 209 | 209 |
| 210 | 210 | 210 |
| 211 | 211 | 211 |
| 212 | 212 | 212 |
| 213 | 213 | 213 |
| 214 | 214 | 214 |
| 215 | 215 | 215 |
| 216 | 216 | 216 |
| 217 | 217 | 217 |
| 218 | 218 | 218 |
| 219 | 219 | 219 |
| 220 | 220 | 220 |
| 221 | 221 | 221 |
| 222 | 222 | 222 |
| 223 | 223 | 223 |
| 224 | 224 | 224 |
| 225 | 225 | 225 |
| 226 | 226 | 226 |
| 227 | 227 | 227 |
| 228 | 228 | 228 |
| 229 | 229 | 229 |
| 230 | 230 | 230 |
| 231 | 231 | 231 |
| 232 | 232 | 232 |
| 233 | 233 | 233 |
| 234 | 234 | 234 |
| 235 | 235 | 235 |
| 236 | 236 | 236 |
| 237 | 237 | 237 |
| 238 | 238 | 238 |
| 239 | 239 | 239 |
| 240 | 240 | 240 |
| 241 | 241 | 241 |
| 242 | 242 | 242 |
| 243 | 243 | 243 |
| 244 | 244 | 244 |
| 245 | 245 | 245 |
| 246 | 246 | 246 |
| 247 | 247 | 247 |
| 248 | 248 | 248 |
| 249 | 249 | 249 |
| 250 | 250 | 250 |
| 251 | 251 | 251 |
| 252 | 252 | 252 |
| 253 | 253 | 253 |
| 254 | 254 | 254 |
| 255 | 255 | 255 |
| 256 | 256 | 256 |
| 257 | 257 | 257 |
| 258 | 258 | 258 |
| 259 | 259 | 259 |
| 260 | 260 | 260 |
| 261 | 261 | 261 |
| 262 | 262 | 262 |
| 263 | 263 | 263 |
| 264 | 264 | 264 |
| 265 | 265 | 265 |
| 266 | 266 | 266 |
| 267 | 267 | 267 |
| 268 | 268 | 268 |
| 269 | 269 | 269 |
| 270 | 270 | 270 |
| 271 | 271 | 271 |
| 272 | 272 | 272 |
| 273 | 273 | 273 |
| 274 | 274 | 274 |
| 275 | 275 | 275 |
| 276 | 276 | 276 |
| 277 | 277 | 277 |
| 278 | 278 | 278 |
| 279 | 279 | 279 |
| 280 | 280 | 280 |
| 281 | 281 | 281 |
| 282 | 282 | 282 |
| 283 | 283 | 283 |
| 284 | 284 | 284 |
| 285 | 285 | 285 |
| 286 | 286 | 286 |
| 287 | 287 | 287 |
| 288 | 288 | 288 |
| 289 | 289 | 289 |
| 290 | 290 | 290 |
| 291 | 291 | 291 |
| 292 | 292 | 292 |
| 293 | 293 | 293 |
| 294 | 294 | 294 |
| 295 | 295 | 295 |
| 296 | 296 | 296 |
| 297 | 297 | 297 |
| 298 | 298 | 298 |
| 299 | 299 | 299 |
| 300 | 300 | 300 |
| 301 | 301 | 301 |
| 302 | 302 | 302 |
| 303 | 303 | 303 |
| 304 | 304 | 304 |
| 305 | 305 | 305 |
| 306 | 306 | 306 |
| 307 | 307 | 307 |
| 308 | 308 | 308 |
| 309 | 309 | 309 |
| 310 | 310 | 310 |
| 311 | 311 | 311 |
| 312 | 312 | 312 |
| 313 | 313 | 313 |
| 314 | 314 | 314 |
| 315 | 315 | 315 |
| 316 | 316 | 316 |
| 317 | 317 | 317 |
| 318 | 318 | 318 |
| 319 | 319 | 319 |
| 320 | 320 | 320 |
| 321 | 321 | 321 |
| 322 | 322 | 322 |
| 323 | 323 | 323 |
| 324 | 324 | 324 |
| 325 | 325 | 325 |
| 326 | 326 | 326 |
| 327 | 327 | 327 |
| 328 | 328 | 328 |
| 329 | 329 | 329 |
| 330 | 330 | 330 |
| 331 | 331 | 331 |
| 332 | 332 | 332 |
| 333 | 333 | 333 |
| 334 | 334 | 334 |
| 335 | 335 | 335 |
| 336 | 336 | 336 |
| 337 | 337 | 337 |
| 338 | 338 | 338 |
| 339 | 339 | 339 |
| 340 | 340 | 340 |
| 341 | 341 | 341 |
| 342 | 342 | 342 |
| 343 | 343 | 343 |
| 344 | 344 | 344 |
| 345 | 345 | 345 |
| 346 | 346 | 346 |
| 347 | 347 | 347 |
| 348 | 348 | 348 |
| 349 | 349 | 349 |
| 350 | 350 | 350 |
| 351 | 351 | 351 |
| 352 | 352 | 352 |
| 353 | 353 | 353 |
| 354 | 354 | 354 |
| 355 | 355 | 355 |
| 356 | 356 | 356 |
| 357 | 357 | 357 |
| 358 | 358 | 358 |
| 359 | 359 | 359 |
| 360 | 360 | 360 |
| 361 | 361 | 361 |
| 362 | 362 | 362 |
| 363 | 363 | 363 |
| 364 | 364 | 364 |
| 365 | 365 | 365 |
| 366 | 366 | 366 |
| 367 | 367 | 367 |
| 368 | 368 | 368 |
| 369 | 369 | 369 |
| 370 | 370 | 370 |
| 371 | 371 | 371 |
| 372 | 372 | 372 |
| 373 | 373 | 373 |
| 374 | 374 | 374 |
| 375 | 375 | 375 |
| 376 | 376 | 376 |
| 377 | 377 | 377 |
| 378 | 378 | 378 |
| 379 | 379 | 379 |
| 380 | 380 | 380 |
| 381 | 381 | 381 |
| 382 | 382 | 382 |
| 383 | 383 | 383 |
| 384 | 384 | 384 |
| 385 | 385 | 385 |
| 386 | 386 | 386 |
| 387 | 387 | 387 |
| 388 | 388 | 388 |
| 389 | 389 | 389 |
| 390 | 390 | 390 |
| 391 | 391 | 391 |
| 392 | 392 | 392 |
| 393 | 393 | 393 |
| 394 | 394 | 394 |
| 395 | 395 | 395 |
| 396 | 396 | 396 |
| 397 | 397 | 397 |
| 398 | 398 | 398 |
| 399 | 399 | 399 |
| 400 | 400 | 400 |
| 401 | 401 | 401 |
| 402 | 402 | 402 |
| 403 | 403 | 403 |
| 404 | 404 | 404 |
| 405 | 405 | 405 |
| 406 | 406 | 406 |
| 407 | 407 | 407 |
| 408 | 408 | 408 |
| 409 | 409 | 409 |
| 410 | 410 | 410 |
| 411 | 411 | 411 |
| 412 | 412 | 412 |
| 413 | 413 | 413 |
| 414 | 414 | 414 |
| 415 | 415 | 415 |
| 416 | 416 | 416 |
| 417 | 417 | 417 |
| 418 | 418 | 418 |
| 419 | 419 | 419 |
| 420 | 420 | 420 |
| 421 | 421 | 421 |
| 422 | 422 | 422 |
| 423 | 423 | 423 |
| 424 | 424 | 424 |
| 425 | 425 | 425 |
| 426 | 426 | 426 |
| 427 | 427 | 427 |
| 428 | 428 | 428 |
| 429 | 429 | 429 |
| 430 | 430 | 430 |
| 431 | 431 | 431 |
| 432 | 432 | 432 |
| 433 | 433 | 433 |
| 434 | 434 | 434 |
| 435 | 435 | 435 |
| 436 | 436 | 436 |
| 437 | 437 | 437 |
| 438 | 438 | 438 |
| 439 | 439 | 439 |
| 440 | 440 | 440 |
| 441 | 441 | 441 |
| 442 | 442 | 442 |
| 443 | 443 | 443 |
| 444 | 444 | 444 |
| 445 | 445 | 445 |
| 446 | 446 | 446 |
| 447 | 447 | 447 |
| 448 | 448 | 448 |
| 449 | 449 | 449 |
| 450 | 450 | 450 |
| 451 | 451 | 451 |
| 452 | 452 | 452 |
| 453 | 453 | 453 |
| 454 | 454 | 454 |
| 455 | 455 | 455 |
| 456 | 456 | 456 |
| 457 | 457 | 457 |
| 458 | 458 | 458 |
| 459 | 459 | 459 |
| 460 | 460 | 460 |
| 461 | 461 | 461 |
| 462 | 462 | 462 |
| 463 | 463 | 463 |
| 464 | 464 | 464 |
| 465 | 465 | 465 |
| 466 | 466 | 466 |
| 467 | 467 | 467 |
| 468 | 468 | 468 |
| 469 | 469 | 469 |

Woodlot (v/v: 0.02 hu)

Woodlot (v/v: 0.02 hu)

Proposed Log Kwa Rules

**Total one-hectare
Woodlots : 1395**

Property Code: BUL

1

1

100

•

Project Managers

Corp Hamilton Office

TEL: 03 5572 3970

9 Timber

Michigan Electricity and Gas

441 5516 60 101

222

195 TIMBERCORP EUCALYPTS PROJECT Woodlot Plan for BULLOCH SWAMP 2000 TREEFARM 3 of 4

AERIAL PHOTOGRAPHY SUPPLIED BY OASCO VICIMAGE

Legend

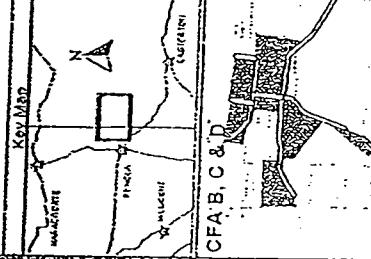
107

Woodlot (1/4-0.02 ha)

Proposed Log Haul Road

Total one-hectare
Woodlots : 1395

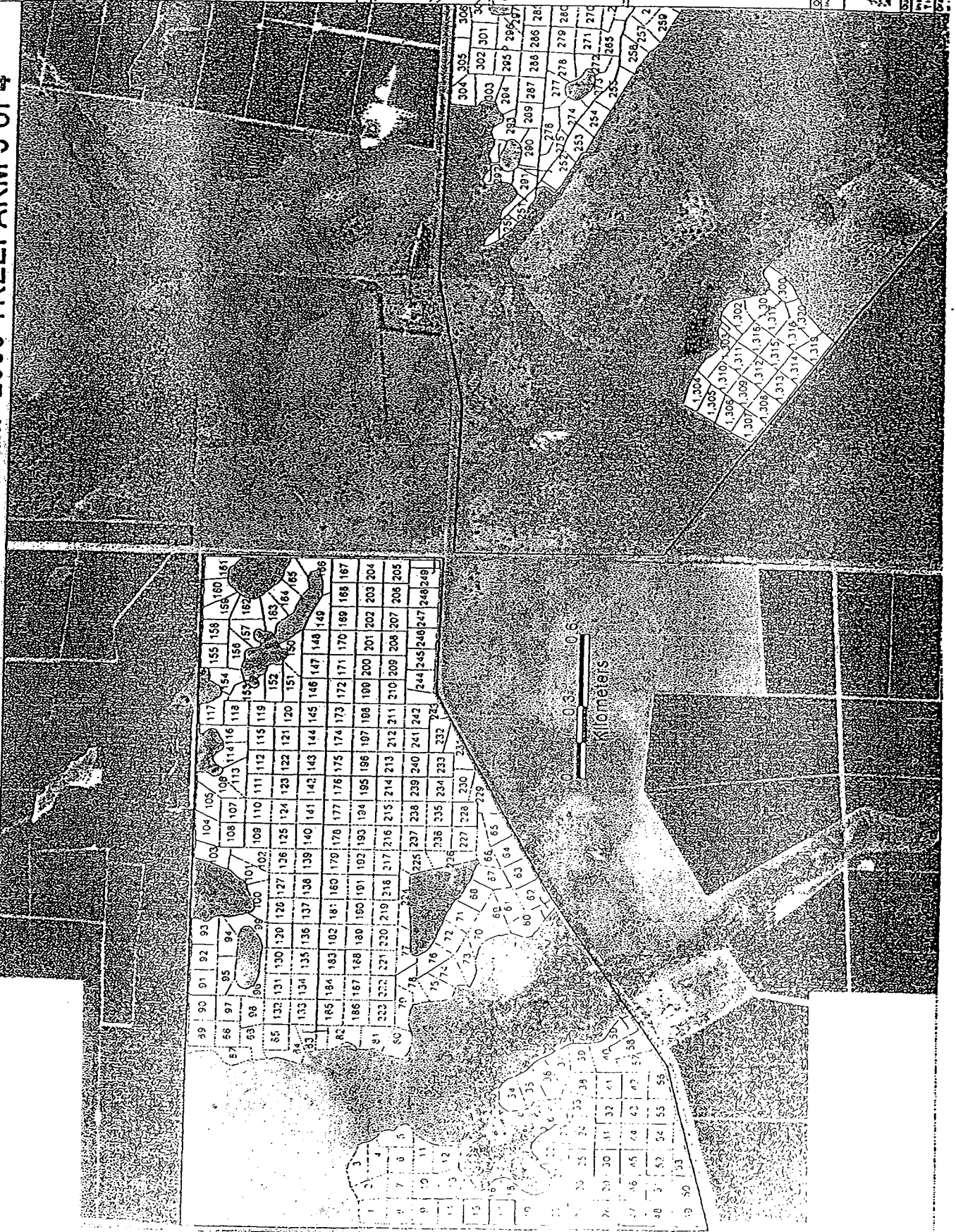
Property Code : BUL



Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 5572 3370
FAX : 03 5572 4660

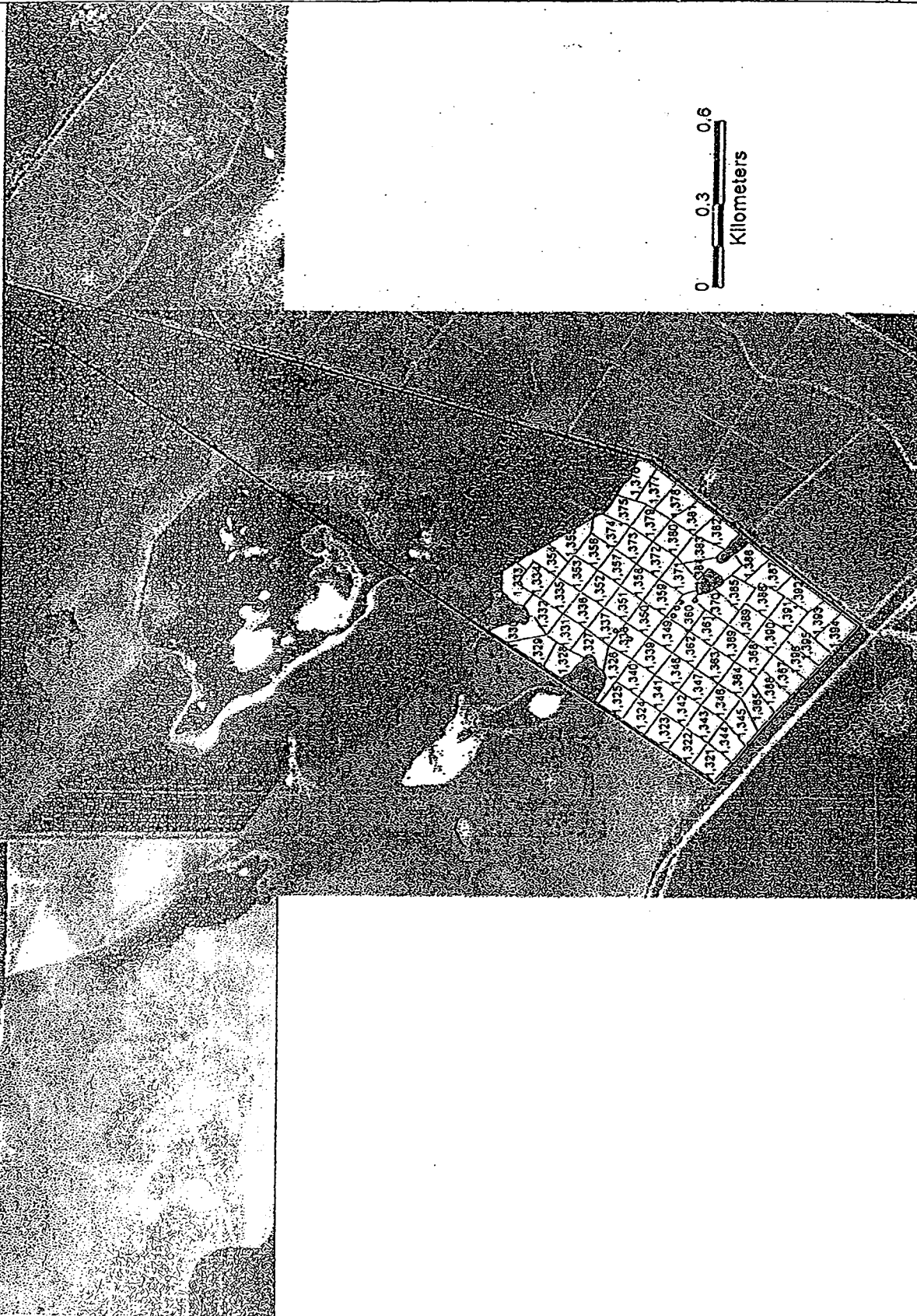
| | |
|--|-------------|
| COLUMBIA ASSURANCE TIMBERCORP | |
| Project | 195-195/196 |
| Client | Timbercorp |
| Plan and Database prepared by Mr. Peter J. H. M. van der Sijpe, 11/11/2000 Tel. 03 5455 1800 Fax. 03 5455 1800 | |
| Drawn by | 195/196 |
| Checked by | 195/196 |
| Scale | 1:10,000 |



1999 TIMBERCORP EUCALYPTS PROJECT

Woodlot Plan for BULLOCH SWAMP 2000 TREEFARM 4 of 4

AERIAL PHOTOGRAPHY SUPPLIED BY GASCO VIMAGAGE



0 0.3 0.6
Kilometers

Legend

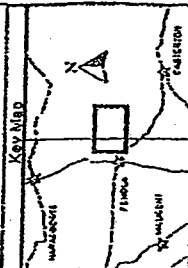
107

Woodlot (± 0.03 ha)

Proposed Log Haul Road

Total one-hectare
Woodlots : 1395

Property Code : BUL



CFAB, C & D

Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 5572 3370
FAX : 03 5572 4660

OWNER: ASBESTOS LIMITED

Project Manager

Date

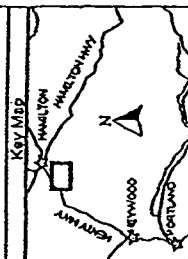
THIS DOCUMENT IS THE PROPERTY OF
ASBESTOS LIMITED. It is to be used only for the
purpose for which it was prepared. It is not to be
reproduced, stored in a retrieval system, or
transmitted in any form or by any means
electronic, mechanical, photocopying, recording,
or by any information storage and retrieval system
without the prior written permission of
ASBESTOS LIMITED.

Project Manager Signature Date

Proposed Log Hold Route

**Total one-hectare
Woodlots : 154**

Property Code: CTY



CFA 473.B.3

Project Managers

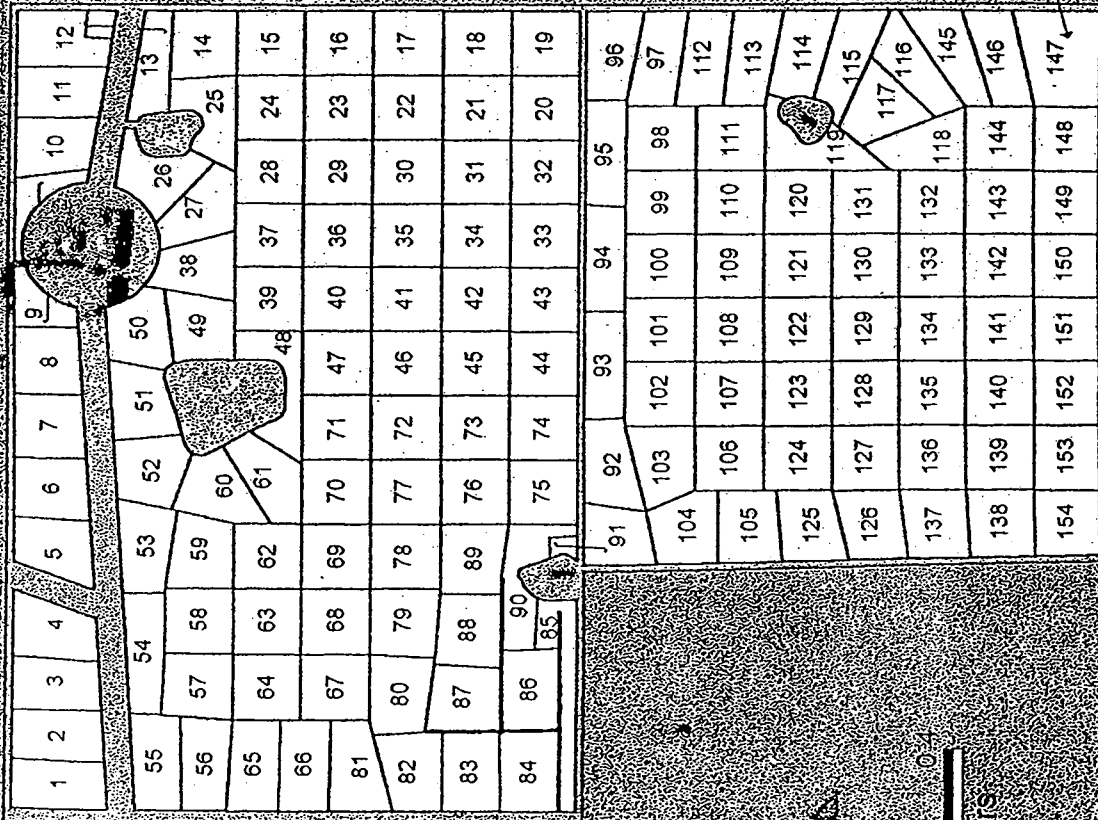
Timborecorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL: 03 5672 3370
FAX: 03 5672 4960

| | | |
|------------------------------|-----------|------|
| Initial | Signature | Date |
| Quality Assurance Timbercorp | | |

THE NEW YORK PUBLIC LIBRARY
ASTOR LENOX TILDEN FOUNDATIONS
455 FIFTH AVENUE
NEW YORK, N.Y. 10018

| | |
|---------|-----------------|
| DATE | 10/10/10 |
| NAME | JOHN J. HARRIS |
| ADDRESS | 1000 10TH AVE N |
| CITY | MINNEAPOLIS |
| STATE | MINN |
| ZIP | 55403 |

72222-2-1/00-1-121/501/001



RESIDUALS



10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532

1999 TIMBERCORP EUCALYPID PROJECT Woodlot Plan for CASTINE 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VICIMAGE

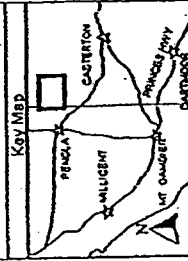
Woodlot (1/4 0.02 ha)

107

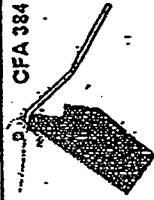
Proposed Log Haul Route

Total one-hectare
Woodlots :264

Property Code : CAT



CFA 384 D4



Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 6572 3970
FAX : 03 6572 4680

GUILTY ALLEGATIONS

Name

Signature

Date

WOOD AND AUSTRALIA Pty Ltd
Suite 5, 2 Research Avenue
Russett Hill
VIC 3105
Ph: 03 9415 1920

Name

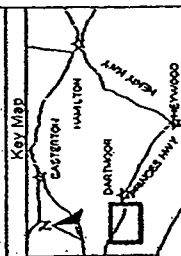
Signature

Date

7123-3-4/00-1-132/501/001
7123-3-4/00-1-132/501/001

**Total one-hectare
Woodlots : 581**

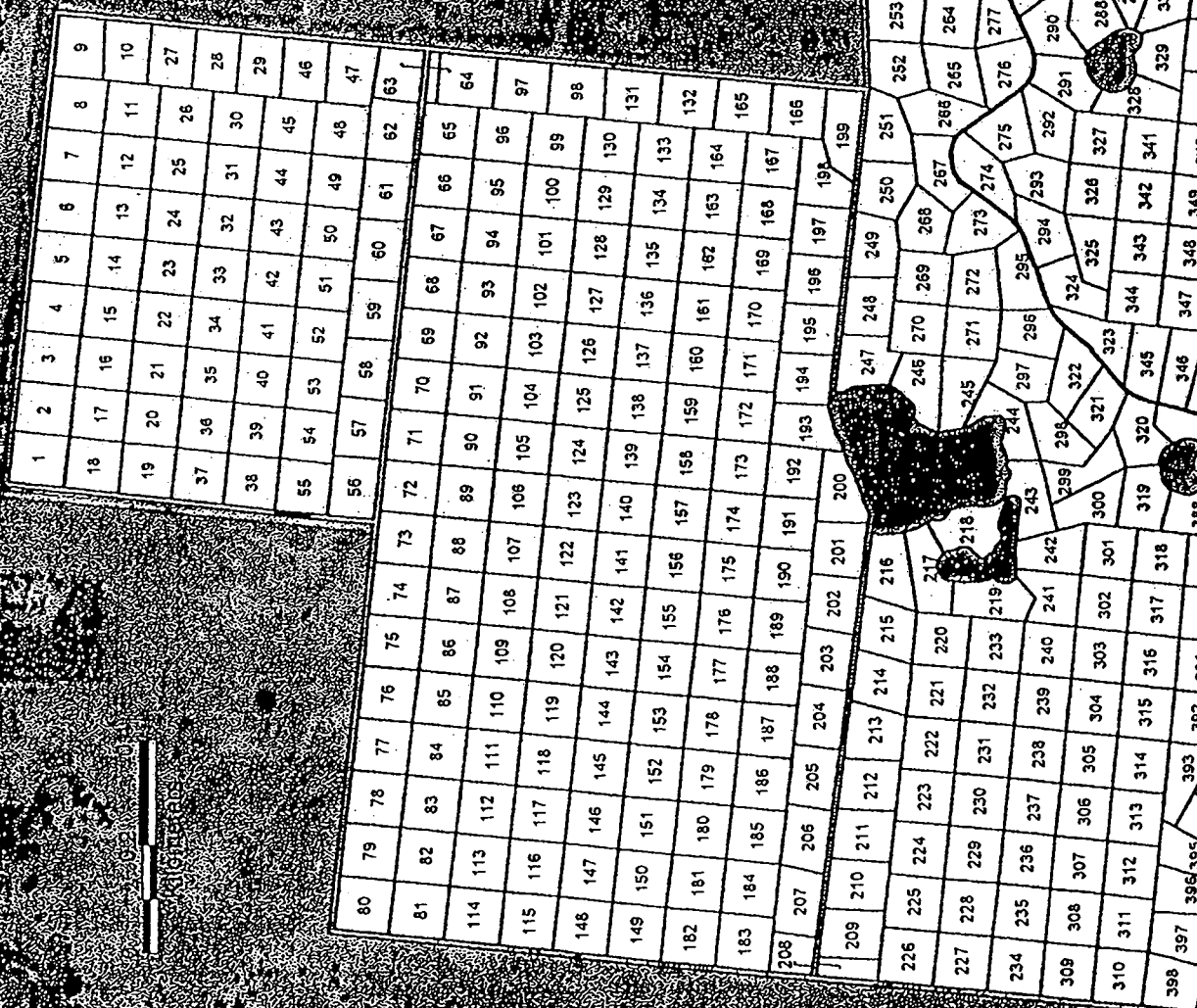
Property Code: CLE



South of

Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton V/O 3300
TEL: 03 5672 3970
FAX: 03 5672 4660

[illegible]

1999 TIMBERCROFT EUCALYPTUS PROJECT Woodlot Plan for CLEVES 2000 TREEFARM 2 of 2

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIERMAGE

107 Woodlot (14-0-02 NS)

Proposed Log Spur Route

Total one-hectare Woodlots : 581

Property Code : CLE

Key Map



South of 570 D9

Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 5672 3970
FAX : 03 5672 4680

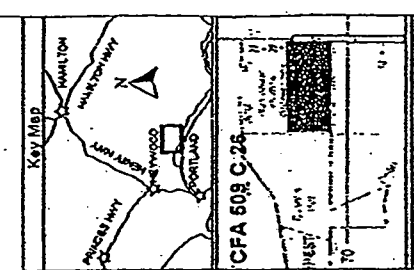
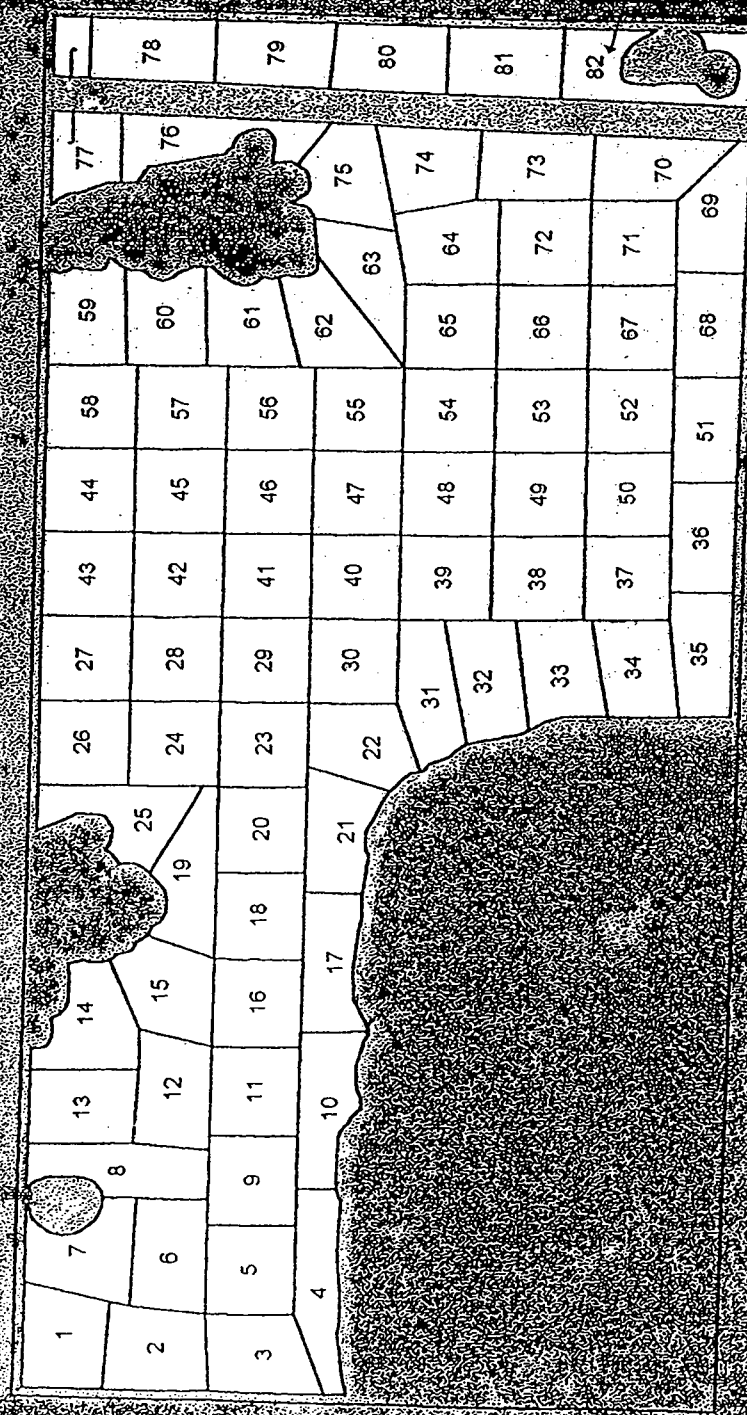
| | |
|--|------------|
| Quality Assurance Timbercorp | |
| Issue | Supervisor |
| Drawn | Supervisor |
| This map was prepared by Timbercorp Hamilton Office Level 1, 89 Gray Street Hamilton VIC 3300 Tel : 03 5672 3970 Fax : 03 5672 4680 | |
| Drawn | Supervisor |
| Issue | Supervisor |
| 7122-3-2000-1-138/501/002 | |



1999 TIMBER CORP EUCALYPT 15 PROJECT Woodlot Plan for DOELLES 2000 TREEFARM

Woodlot (Net 0.02 ha)
107

Proposed Log Haul Route
Total one-hectare Woodlots : 82
Property Code : DOE



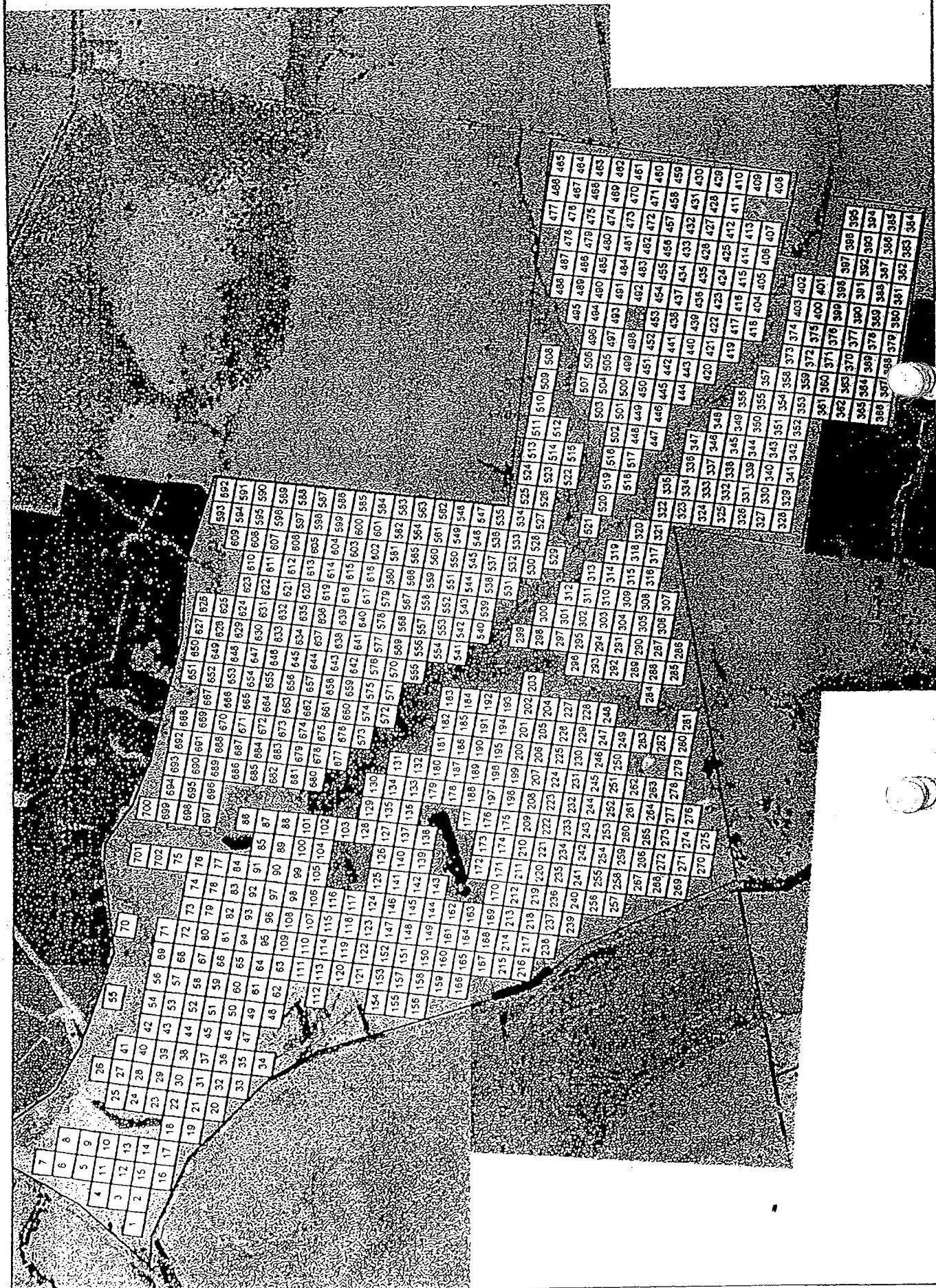
Project Managers
Timbercorp Hamilton Office
Level 4, 83 Gray Street
Hamilton VIC 3200
TEL 03 6672 0370
FAX 03 6672 4660

| QUALITY ASSURANCE TIMBERCORP | |
|------------------------------|---------|
| Item | Details |
| 1 | 107 |
| 2 | 107 |
| 3 | 107 |
| 4 | 107 |
| 5 | 107 |
| 6 | 107 |
| 7 | 107 |
| 8 | 107 |
| 9 | 107 |
| 10 | 107 |
| 11 | 107 |
| 12 | 107 |
| 13 | 107 |
| 14 | 107 |
| 15 | 107 |
| 16 | 107 |
| 17 | 107 |
| 18 | 107 |
| 19 | 107 |
| 20 | 107 |
| 21 | 107 |
| 22 | 107 |
| 23 | 107 |
| 24 | 107 |
| 25 | 107 |
| 26 | 107 |
| 27 | 107 |
| 28 | 107 |
| 29 | 107 |
| 30 | 107 |
| 31 | 107 |
| 32 | 107 |
| 33 | 107 |
| 34 | 107 |
| 35 | 107 |
| 36 | 107 |
| 37 | 107 |
| 38 | 107 |
| 39 | 107 |
| 40 | 107 |
| 41 | 107 |
| 42 | 107 |
| 43 | 107 |
| 44 | 107 |
| 45 | 107 |
| 46 | 107 |
| 47 | 107 |
| 48 | 107 |
| 49 | 107 |
| 50 | 107 |
| 51 | 107 |
| 52 | 107 |
| 53 | 107 |
| 54 | 107 |
| 55 | 107 |
| 56 | 107 |
| 57 | 107 |
| 58 | 107 |
| 59 | 107 |
| 60 | 107 |
| 61 | 107 |
| 62 | 107 |
| 63 | 107 |
| 64 | 107 |
| 65 | 107 |
| 66 | 107 |
| 67 | 107 |
| 68 | 107 |
| 69 | 107 |
| 70 | 107 |
| 71 | 107 |
| 72 | 107 |
| 73 | 107 |
| 74 | 107 |
| 75 | 107 |
| 76 | 107 |
| 77 | 107 |
| 78 | 107 |
| 79 | 107 |
| 80 | 107 |
| 81 | 107 |
| 82 | 107 |

7221-1-200-1-66/50/1001

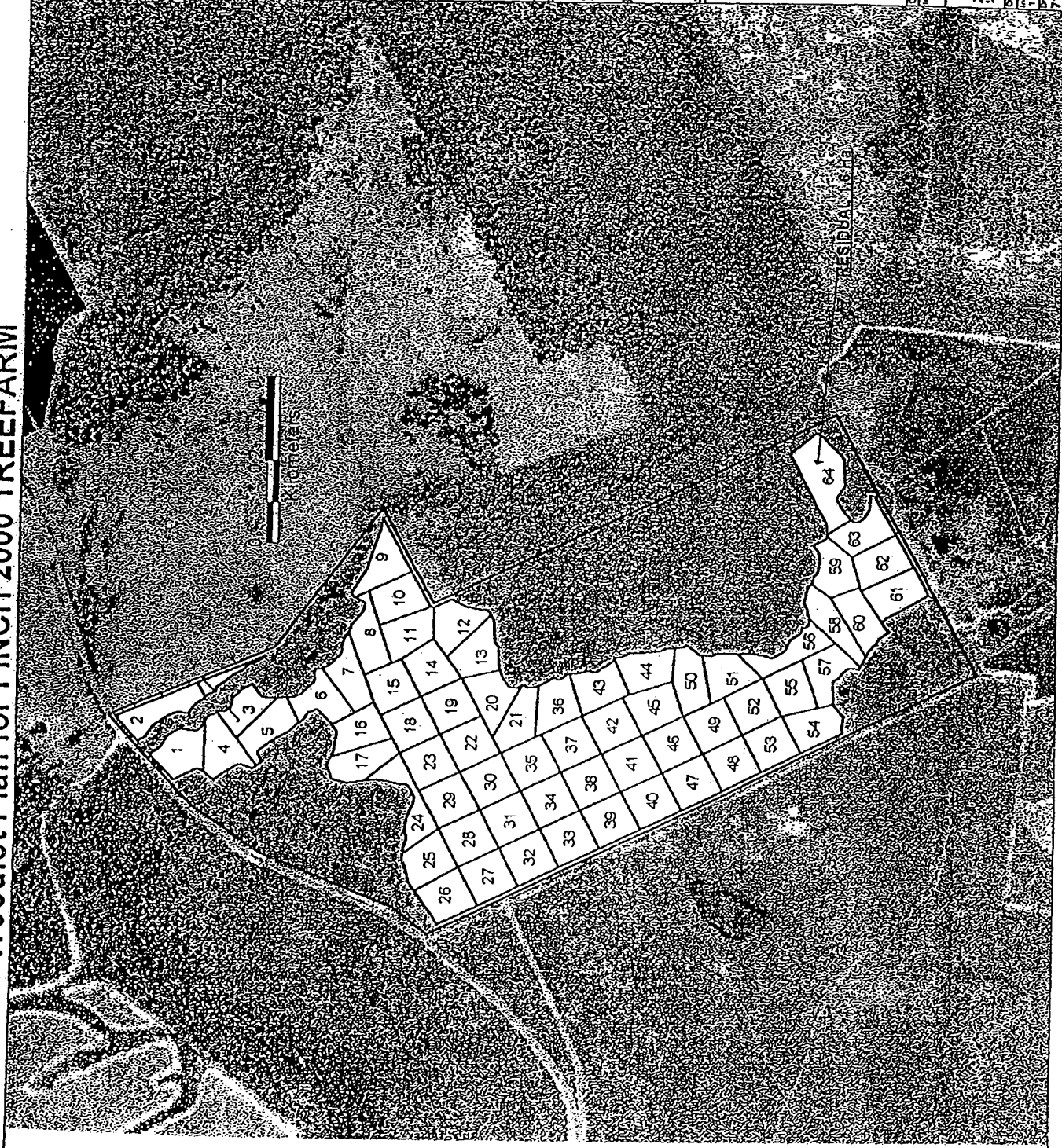
WOODLOT PLAN FOR DONNIBRISTLE TREEFARM

TOTAL 1 HA. WOODLOTS IS: 702



MLL CORP EUCALYPTUS PROJECT Woodlot Plan for FINCH 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIMAGAGE



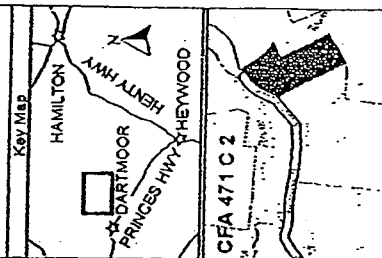
Legend

107 Woodlot (± 0.02 ha)

Proposed Log Haul Route

Total one-hectare
Woodlots : 64

Property Code : FIC



Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3200
TEL : 03 6572 9370
FAX : 03 6572 4600

| | |
|------------------------------|-----------|
| Quality Assurance Timbercorp | |
| Issue | Signature |
| Prepared by | |
| Checked by | |
| Approved by | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |
| Scale | |
| Date | |
| Project No. | |
| Site No. | |

1995 TIMBERJOR, JULY, IS PROJECT Woodlot Plan for FORAN 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VISION

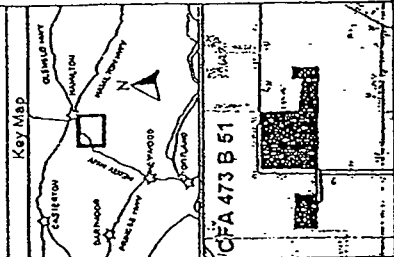
Woodlot (± 0.02 ha)

107

Proposed Log Haul Route

Total one-hectare
Woodlots: 368

Property Code: FOR

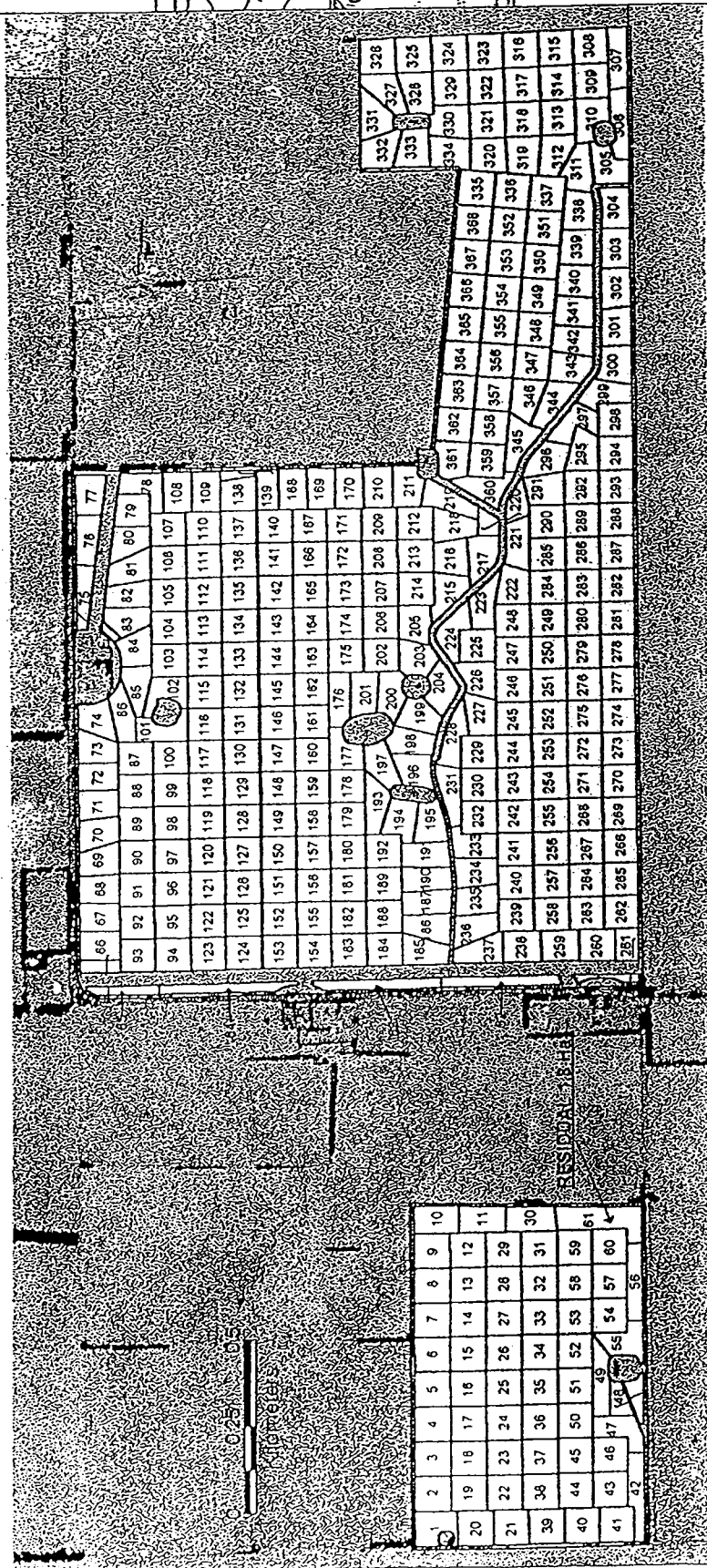


CFA 473 B 51

Project Managers

Timbercorp Hamilton Office
Level 1, 85 Gray Street
Hamilton VIC 3200
TEL: 03 6672 9970
FAX: 03 6672 4660

| | | | |
|---|-----------|------------|--|
| COUNTRY ASSURANCE | | TIMBERCORP | |
| Name | Signature | Date | |
| <p>Plan and Survey prepared by Ward and Associates Pty Ltd Suite 1, 3 Hamilton Avenue Hamilton VIC 3200 Tel: 03 6672 9970 Fax: 03 6672 4660</p> | | | |
| Scale | 1:1000 | Date | |
| 7222-2, 100-1-135/501001 | | | |



WOODLOT PLAN FOR GOODMAN TREEFARM

TOTAL 1 HA WOODLOTS: 170

| | | | | | | | | | | | | | | | | | | | | | | |
|---|---|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 16 | 17 | 32 | 33 | 45 | 46 | 60 | 61 | 76 | 77 | 92 | 93 | 108 | 109 | 124 | 125 | 140 | 141 | 156 | 157 | 158 |
| 3 | 3 | 15 | 18 | 31 | 34 | 44 | 47 | 59 | 62 | 75 | 78 | 91 | 94 | 107 | 110 | 123 | 126 | 139 | 142 | 155 | 160 | 159 |
| 4 | 4 | 14 | 19 | 30 | 35 | 43 | 48 | 58 | 63 | 74 | 79 | 90 | 95 | 106 | 111 | 122 | 127 | 138 | 143 | 154 | 161 | 162 |
| 5 | 5 | 13 | 20 | 29 | 36 | 42 | 49 | 57 | 64 | 73 | 80 | 89 | 96 | 105 | 112 | 121 | 128 | 137 | 144 | 153 | 164 | 163 |
| 6 | 6 | 12 | 21 | 28 | 37 | 41 | 50 | 56 | 65 | 72 | 81 | 88 | 97 | 104 | 113 | 120 | 129 | 136 | 145 | 152 | 165 | 166 |
| 7 | 7 | 11 | 22 | 27 | 38 | 40 | 51 | 55 | 66 | 71 | 82 | 87 | 98 | 103 | 114 | 119 | 130 | 135 | 146 | 151 | 168 | 167 |
| 8 | 8 | 10 | 23 | 26 | | 39 | 52 | 54 | 67 | 70 | 83 | 86 | 99 | 102 | 115 | 118 | 131 | 134 | 147 | 150 | 169 | |
| | | 9 | 24 | 25 | | | | 53 | 68 | 69 | 84 | 85 | 100 | 101 | 116 | 117 | 132 | 133 | 148 | 149 | 170 | |

0 0.15 0.3
Kilometers

WOODLOT PLAN FOR HARRIP TREEFARM



| | | | | | | | | | | | | | | |
|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 8 | 9 | 16 | 17 | 24 | 25 | 32 | 33 | 40 | 41 | 48 | 49 | 56 | 57 |
| 2 | 7 | 10 | 15 | 18 | 23 | 26 | 31 | 34 | 39 | 42 | 47 | 50 | 55 | 58 |
| 3 | 6 | 11 | 14 | 19 | 22 | 27 | 30 | 35 | 38 | 43 | 46 | 51 | 54 | 59 |
| 4 | 5 | 12 | 13 | 20 | 21 | 28 | 29 | 36 | 37 | 44 | 45 | 52 | 53 | 60 |

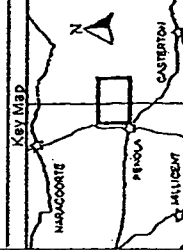
| | | | | | | | | | | | | | | |
|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 67 | 68 | 81 | 82 | 95 | 96 | 109 | 110 | 123 | 124 | 137 | 138 | 151 | 152 | 165 |
| 66 | 69 | 80 | 83 | 94 | 97 | 108 | 111 | 122 | 125 | 136 | 139 | 150 | 153 | 164 |
| 65 | 70 | 79 | 84 | 93 | 98 | 107 | 112 | 121 | 126 | 135 | 140 | 149 | 154 | 163 |
| 64 | 71 | 78 | 85 | 92 | 99 | 106 | 113 | 120 | 127 | 134 | 141 | 148 | 155 | 162 |
| 63 | 72 | 77 | 86 | 91 | 100 | 105 | 114 | 119 | 128 | 133 | 142 | 147 | 156 | 161 |
| 62 | 73 | 76 | 87 | 90 | 101 | 104 | 115 | 118 | 129 | 132 | 143 | 146 | 157 | 160 |
| 61 | 74 | 75 | 88 | 89 | 102 | 103 | 116 | 117 | 130 | 131 | 144 | 145 | 158 | 159 |

Woodol (+/- 0.02 ha)

Proposed Log Haul Route

**Total one-hectare
Woodlots : 786**

Property Code : JAV



CFA-384 D 2

Project Managers

Timbercorp Hamilton Office
Level 1, 83 Gray Street
Hamilton VIC 3500
TEL: 03 5572 3970
FAX: 03 5572 4660

Quality Assurance Timbercorp

Добродітні

1404740 **2019** **10/15**

NO MAP AVAILABLE

Auto 2, 2007

74

Page 1

1050000

Abstract

1

10/11/2010

• 124/1901/000

Abstract

Woodlot Plan for JARVIS 2000 TREEFARM 2 of 2

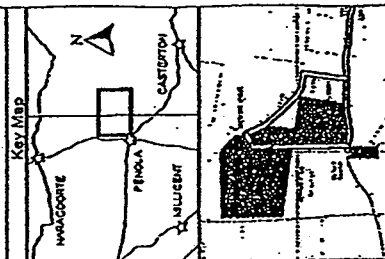
Woodol (+/- 0.02 mo)

201

Proposed Log Haul Route



**Total one-hectare
Woodlots : 786**

Property Code : JAV



Project Managers

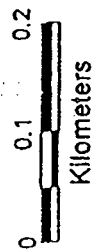
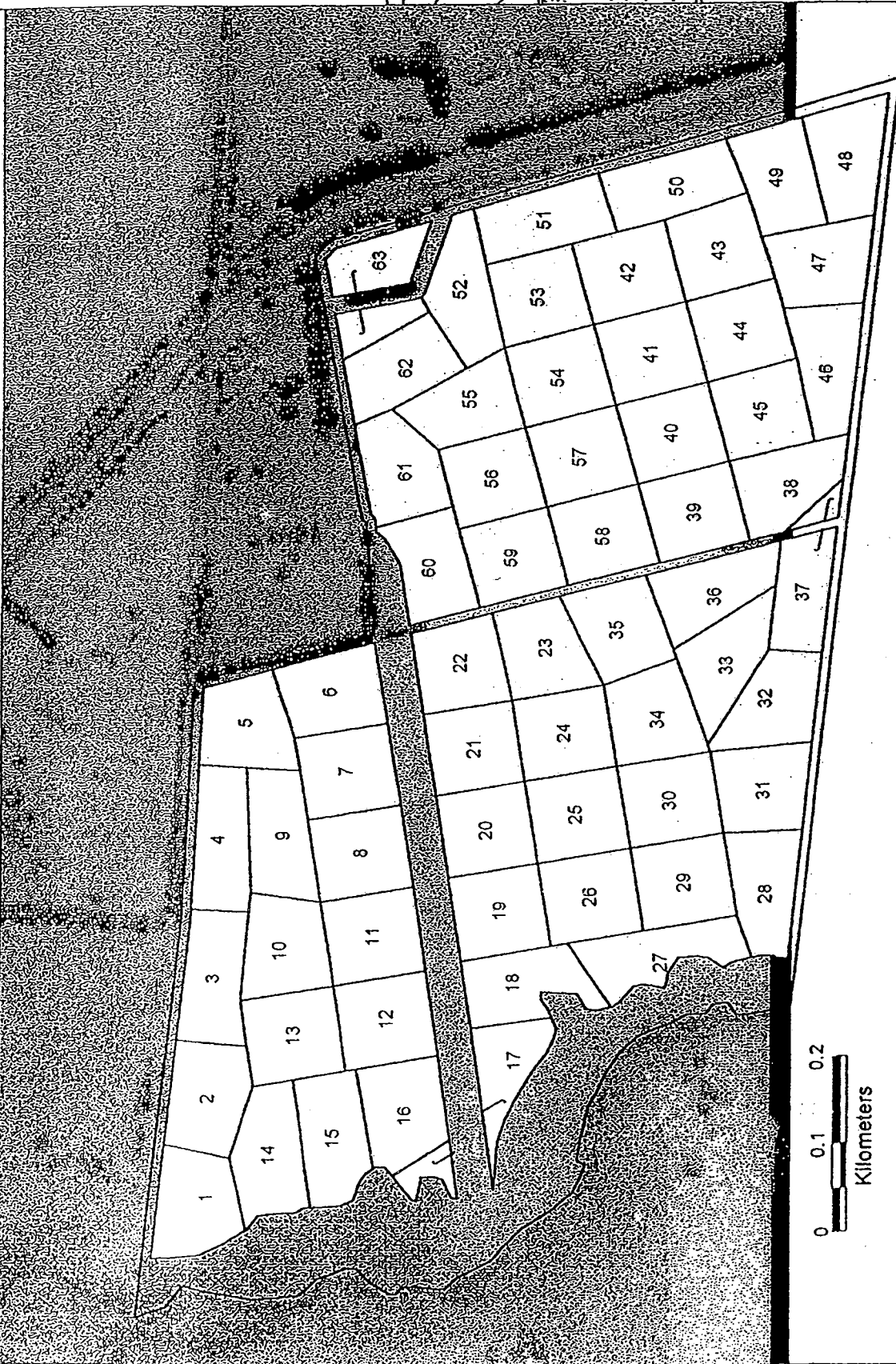
Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL: 03 6672 3370
FAX: 03 6672 4060

| | | |
|---|---------|------|
| Quality Assurance Timbercorp | Species | Date |
|  <p> 1000 yrs documents preserved by World War Australia Pty Ltd Suite 4, 3 Presgrave Avenue Burnside 5033 Tel 03 9455 4499 Fax 03 9455 1900 </p> | | |
| Quality Assurance Timbercorp | Species | Date |
|  <p> 1000 yrs documents preserved by World War Australia Pty Ltd Suite 4, 3 Presgrave Avenue Burnside 5033 Tel 03 9455 4499 Fax 03 9455 1900 </p> | | |



1999 TIMBERCORP EUCALYPTS PROJECT Woodlot Plan for KRAFT 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VISIMAGE



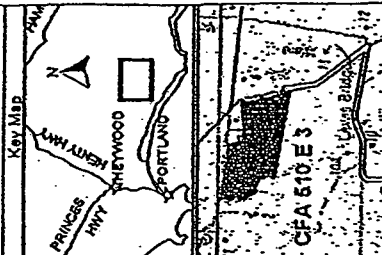
107

Woodlot (1/4 0.02 ha)

Proposed Log Haul Route

Total one-hectare
Woodlots : 63

Property Code : KRA



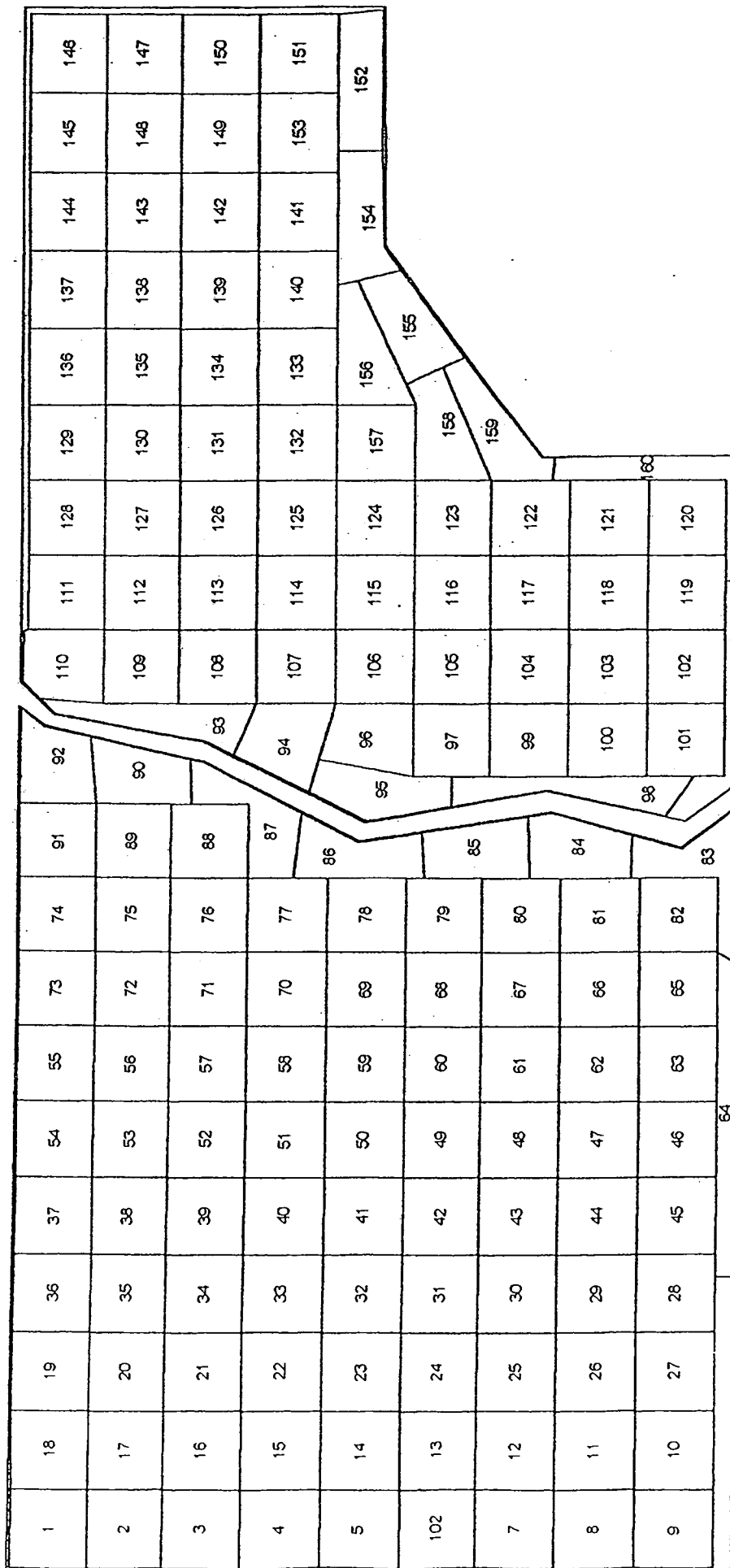
Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3200
TEL : 03 6672 3370
FAX : 03 6672 4880

| QUINCY ASSOCIATES Timbercorp | |
|--|-----------|
| Initial | Signature |
| | |
| Plan and Woodlot Plan prepared by Quincy Associates Pty Ltd Suite 1, 3 Stirling Avenue Melbourne VIC 3000 Tel: 03 9415 1100 Fax: 03 9415 1199 | |
| Initials | Signature |
| | |
| Drawn by | Date |
| | |
| 7321-4300-1-108601001 | |

WOODLOT PLAN FOR LAKE MUNDY TREEFARM

TOTAL 1 HA WOODLOTS IS: 160



1009 TIMBERCORN EUCALYPTUS PROJECT Woodlot Plan for McCASKILL 2000 TREEFARM

Legend

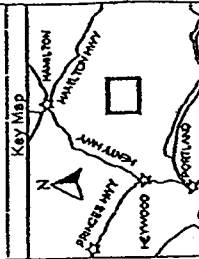
107

Woodlot (4.002 ha)

Proposed Log Haul Route

Total one-hectare
Woodlots: 95

Property Code : CAS



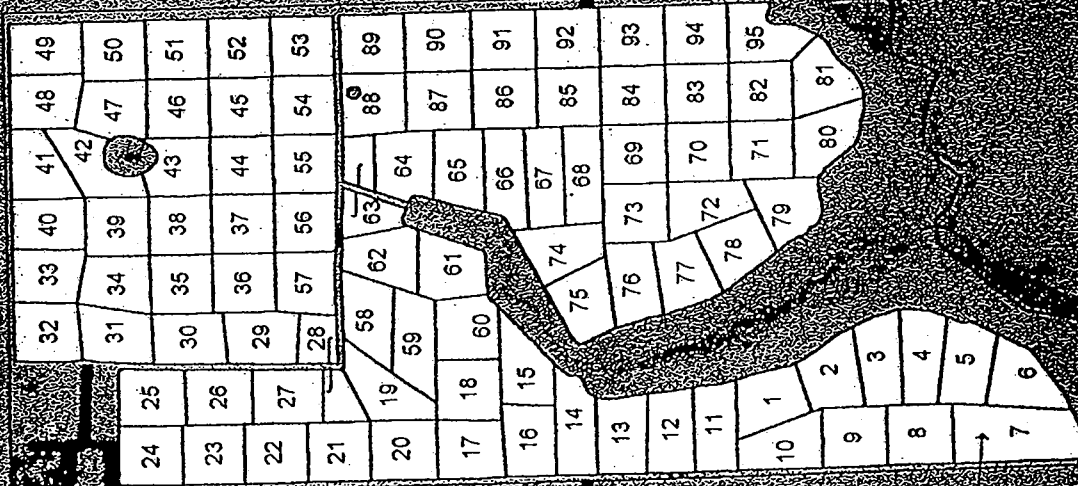
GFA 510 A 3



Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 6572 3370
FAX : 03 6572 4690

| Quality Assurance Timbercorp | | Drawn | Scale |
|--|-----------|-------|-------|
| Drawn | Signature | | |
| FOR THE QUALITY ASSURED BY SAFETY MAP AUSTRALIA Pty Ltd 400 S. 3.3 National Avenue Melbourne VIC 3000 Tel: 03 9355 1000 Fax: 03 9355 1100 | | | |
| Drawn | Signature | Drawn | Scale |
| TH | | | |
| 7321-4-000-1-116/501/001 | | | |



RESIDUAL 1/10

1997 TIMBER HARVEST ONLY, IS PROPOSED Woodlot Plan for MONTROSE 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY CASCO VILIMAGE

Legend

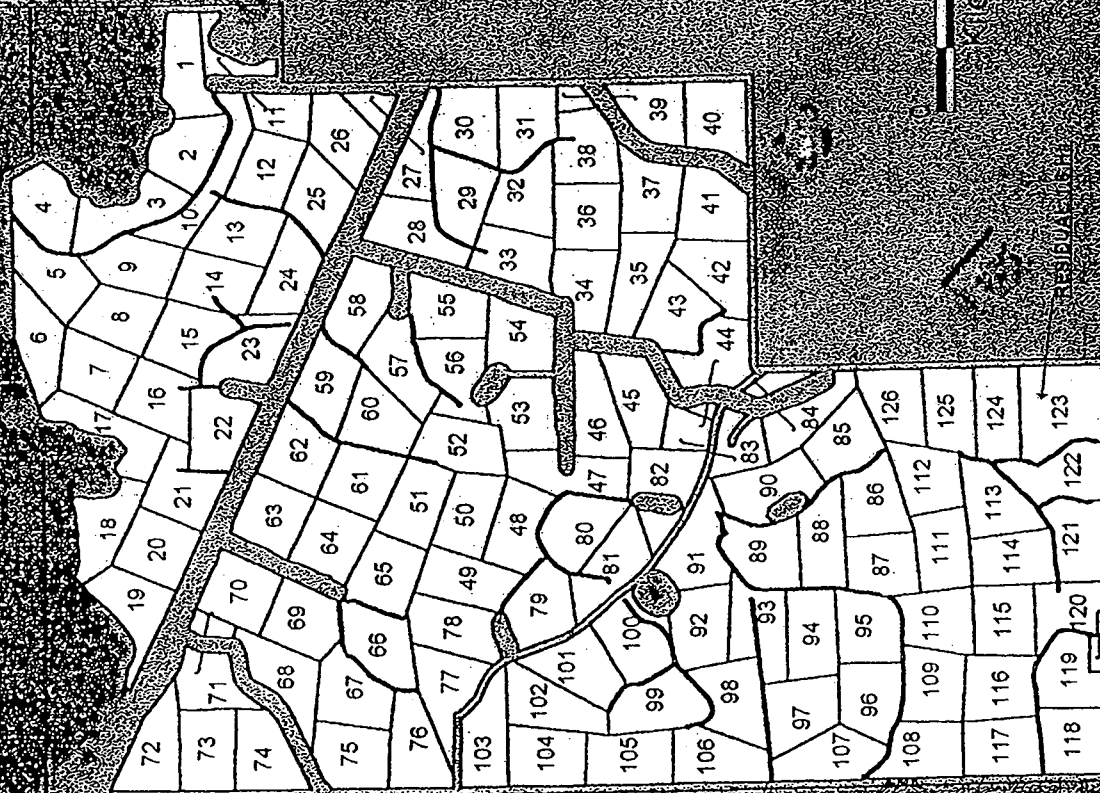
Woodlot (1/4 - 0.02 ha)

107

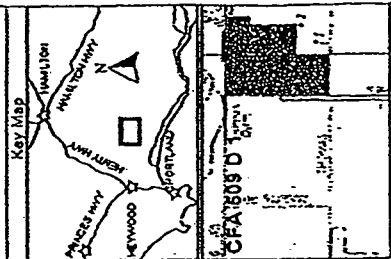
Proposed Log Haul Route

Total one-hectare
Woodlots : 126

Property Code : MON



0 100 200
Kilometers



Project Managers

Timbercorp Hamilton Office
Level 1, 85 Gray Street
Hamilton VIC 3200
TEL : 03 672 3370
FAX : 03 672 4660

| Quality Assurance Timbercorp | | Date |
|-----------------------------------|-----------|------|
| Plan | Signature | |
| FOR THE PROPERTY PREPARED BY | | |
| VICTORIA UNIVERSITY OF TECHNOLOGY | | |
| Suite 6, 3 Riverside Avenue | | |
| Geelong 3213 | | |
| Tel : 03 525 1800 | | |
| Fax : 03 525 1800 | | |
| Quality Assurance Board (QAB) | | |
| Plan | Signature | Date |
| 1/1 | | |
| 7221-1-2/00-1-11/4/501/001 | | |

1999 Timberland Eucalyptus Project Woodlot Plan for OAKBANK 2000 TREEFARM 2 of 2

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIMAGINE

Legend

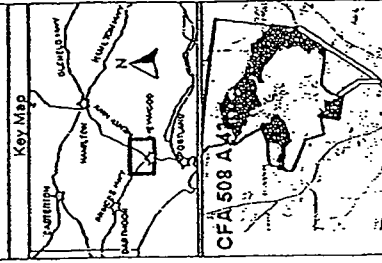
107

Woodlot (w/ 0.02 ha)

Proposed Log Haul Route

Total one-hectare
Woodlots : 962

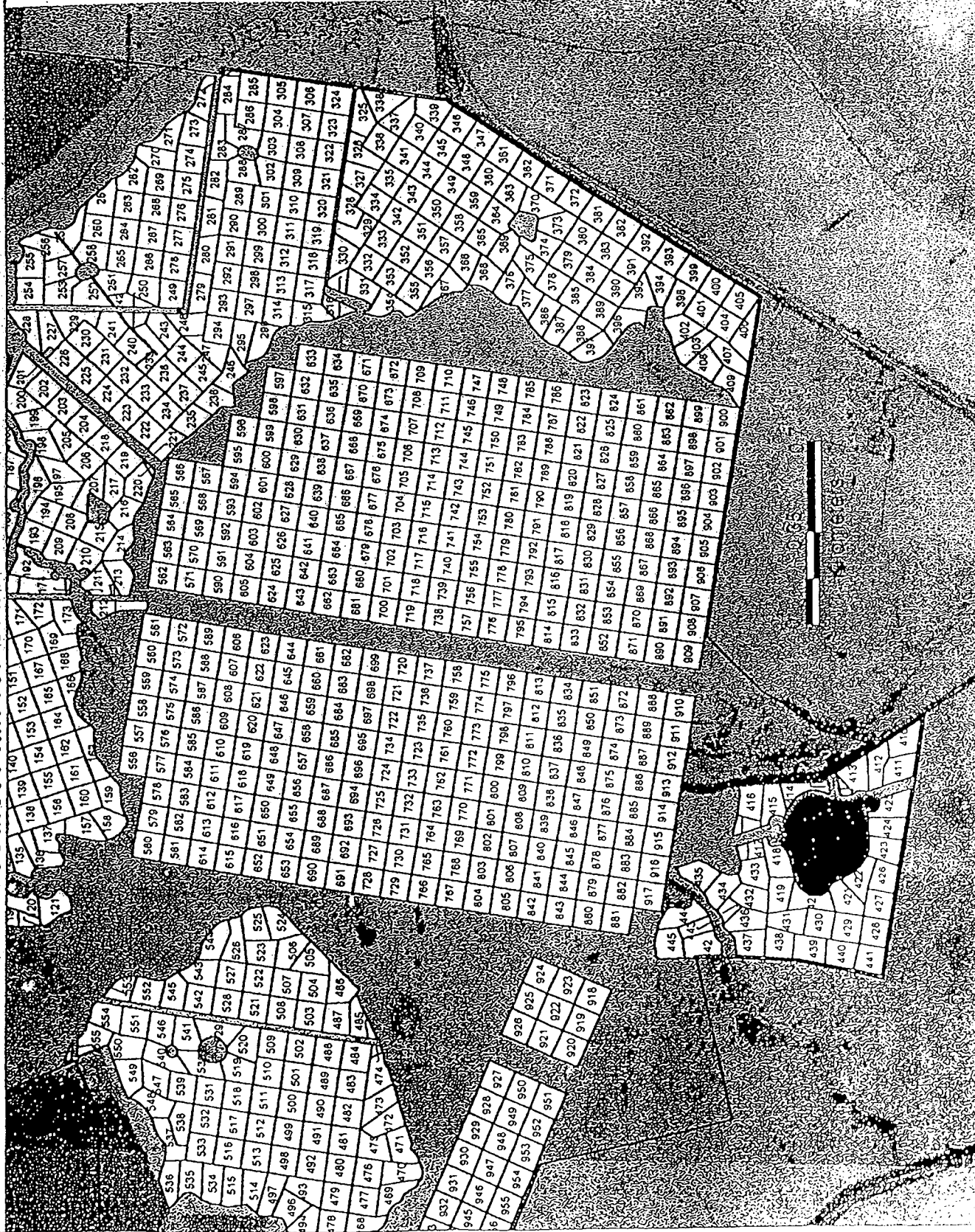
Property Code : OAK



Project Managers

Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 6572 3370
FAX : 03 6572 4660

| Quality Assurance Timbercorp | |
|---|-------|
| Index | Owner |
| FOR THE CUSTOMER'S USE ONLY UNLESS OTHERWISE STATED BY THE CUSTOMER, THIS DOCUMENT IS THE PROPERTY OF TIMBERCORP AND IS NOT TO BE REPRODUCED OR DISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF TIMBERCORP | |
| Project Manager | Owner |
| 77221-4-1/00-1-13-4/501/002 | |



1999 TIMBERCORP EUCALYP 13 PROJECT Woodlot Plan for OBERER 2000 TREEFARM

AERIAL PHOTOGRAPHY SUPPLIED BY QASCO VIMMAGE

Legend

107

Woodlot (± 0.02 ha)

Proposed Log Haul Route

Total one-hectare
Woodlots : 64

Property Code : OBE

Key Map



CFA 384.B.12.

ONEI ACCE

Project Managers

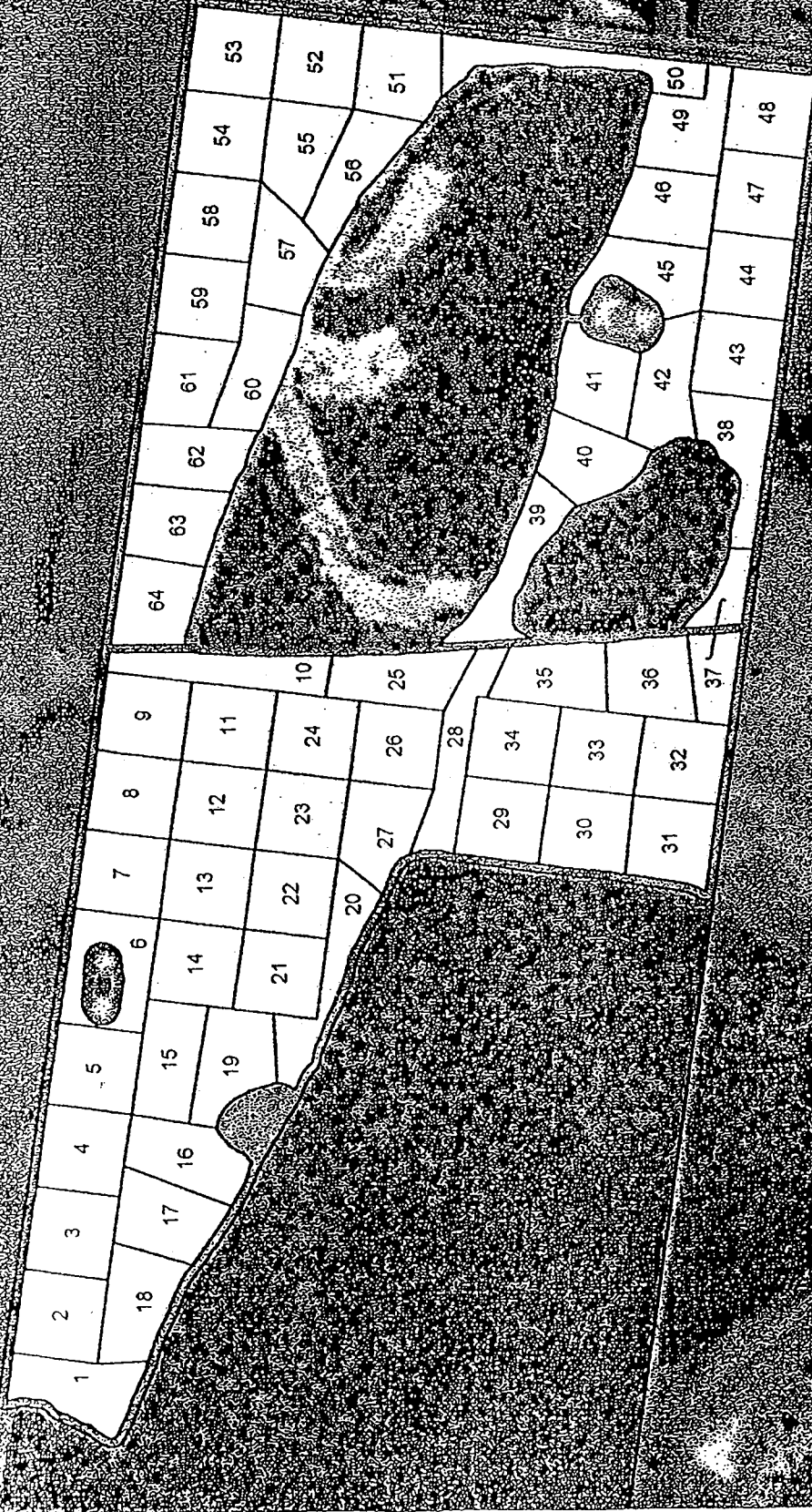
Timbercorp Hamilton Office
Level 1, 89 Gray Street
Hamilton VIC 3300
TEL : 03 6672 3370
FAX : 03 6672 4680

Quality Assurance Timbercorp

| Area | By | Date |
|--------|----|------|
| Map | By | Date |
| Survey | By | Date |
| Design | By | Date |
| Print | By | Date |
| Check | By | Date |
| Final | By | Date |
| Issue | By | Date |
| Rev | By | Date |

0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

Kilometers



WOODLOT PLAN FOR O'TOOLE 2000 TREEFARM

| | | | | | | | | | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 30 | 29 | 28 | 27 | 26 | 25 | 24 | 23 | 22 | 21 | 20 | 19 | 18 | 17 | 16 |
| 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 |
| 60 | 59 | 58 | 57 | 56 | 55 | 54 | 53 | 52 | 51 | 50 | 49 | 48 | 47 | 46 |
| 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 |
| 90 | 89 | 88 | 87 | 86 | 85 | 84 | 83 | 82 | 81 | 80 | 79 | 78 | 77 | 76 |
| 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 |
| 120 | 119 | 118 | 117 | 116 | 115 | 114 | 113 | 112 | 111 | 110 | 109 | 108 | 107 | 106 |
| 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 |
| 145 | 144 | 143 | 142 | 141 | 140 | 139 | 138 | 137 | 136 | | | | | |
| 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | | | | | |
| 165 | 164 | 163 | 162 | 161 | 160 | 159 | 158 | 157 | 156 | | | | | |
| | | | | | | | | | | | | | 180 | |
| 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 181 |
| 196 | 195 | 194 | 193 | 192 | 191 | 190 | 189 | 188 | 187 | 186 | 185 | 184 | 183 | 182 |
| 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 |
| 226 | 225 | 224 | 223 | 222 | 221 | 220 | 219 | 218 | 217 | 216 | 215 | 214 | 213 | 212 |

| | | | | | |
|-----|-----|-----|-----|-----|-----|
| 227 | 228 | 229 | 230 | 231 | 232 |
| 238 | 237 | 236 | 235 | 234 | 233 |
| 239 | 240 | 241 | 242 | 243 | 244 |
| 250 | 249 | 248 | 247 | 246 | 245 |

