

LIST E

S CI 2010

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION) (ACN 092 311 469)

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION) (ACN 092 311 469)
IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE 2004 TIMBERCORP TABLE GRAPE
PROJECT (ARSN 108 648 086) AND THE 2005 TIMBERCORP TABLE GRAPE PROJECT
(ARSN 113 512 236) AND ORS ACCORDING TO THE SCHEDULE

CERTIFICATE IDENTIFYING EXHIBIT

Date of document:

22 December 2010

Filed on behalf of:

The Plaintiffs

Prepared by:

Allens Arthur Robinson

Lawyers

530 Collins Street Melbourne VIC 3000 Solicitor code: 21455

DX 30999 Melbourne

Tel 9614 1011 Fax 9614 4661 Ref (mkwm:cchm:306250099)

Matthew.Whittle@aar.com.au Clint.Hinchen@aar.com.au

This is the exhibit marked 'PWK45' now produced and shown to PAUL WILLIAM KIRK at the time of swearing his affidavit on 22 December 2010.

Before me

DANIELLE RUTH NAHUM of 530 Collins Street, Melbourne Victoria 3000 An Australian Legal Practitioner

within the meaning of the Legal Profession Act 2004 Exhibit 'PWK45'

Copy of licence agreement between Costa Holdings and Andriske dated 11 June 2010

BY AND BETWEEN

ANDRISKE RESEARCH PTY. LTD. ACN 006 565 260

the registered office of which is situated at the office of MGI MELBOURNE, Level 10, 600 St. Kilda Road, Melbourne, Victoria, in its capacity as Trustee of the Andriske Research Unit Trust constituted by Trust Deed dated 19 September

2003 ("the Licensor")

AND

COSTA HOLDINGS INVESTMENTS PTY

MANAGEMENT LIMITED ACN 140 921 053 the registered office of which is situate 234 Deakin Avenue Mildura. (the "Licensee")

RECITALS

- A The Licensor owns all right, title and interest in and to various plant patents, plant variety titles, plant breeders rights or similar forms of protection for the Licensed Products (listed in Part 1 of the Schedule to this Agreement) in Australia in respect of the vine cultivars designated in the Plant Breeders Rights Applications listed in Part 1 of the Schedule to this Agreement.
- В By agreement dated 9 October 2003 and varied by agreement dated 12 November 2004 and by and by an agreement dated 12 November 2004 and made between Orchard Investment Management Ltd ACN 105 684 231 ("OIM") in its capacity as the responsible entity of the Timbercorp Orchard Trust and Timbercoorp Ltd ACN 055 185 067 ("Timbercorp) (collectively referred to as the "initial agreements) were granted the right to plant and grow Vines (hereinafter defined) on those parts of the land designated in Part 3 of the Schedule hereto.
- C OIM is now called Align Funds Management Ltd Stephen Longley and Paul Kirk were appointed Receivers and Managers of OIM in its capacity as the responsible entity of the Timbercorp Orchard Trust on 22 October 2009 ("the Receivers and Managers")
- Mark Anthony Korda and Leanne Kylie Chesser were appointed joint and several D Liquidators of Timbercorp on 29 June 2009 ("the Liquidators")
- E During the operation of the initial agreements and with out the consent of the Licencee Timbercorp and OIM removed some of protected products from the Licensed Property and "top grafted" the Cultivars know as "Autumn Royal" and "Crimson Seedless" to the scions of the protected products and failed to cultivate at all some of the Licenced Products
- F Costa has entered into an Agreement with the Receivers and Managers of OIM and the Liquidators of Timbercorp to purchase the land upon which the Licenced Products are grown.

G The Licensor has agreed subject to the agreement of the Receivers and Managers of OIM and the Liquidators of Timbercorp to terminate the initial agreements to grant a licence to Costa on the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, except to the extent the context otherwise requires:

"Agreement" means this licence agreement;

"Corporations Act" means the Corporations Act 2001(Cth) and the Corporations Regulation;

"Essential Characteristics" has the same meaning as is defined in the Plant Breeders' Rights Act, 1994.

"GST" has the same meaning as in the GST Act;

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 as amended;

"Hybrid" shall have the same meaning as is defined in the Plant Breeders' Rights Act, 1994.

"Licensed Products" means the grape cultivars listed in Part 1 of the Schedule hereto;

"Licensed Properties" means the properties specified in Part 3 of the Schedule to this Agreement.

"Plan" means the plan attached as Annexure A specifying the Licensed Property described in Part 3 of the Schedule for the Planting of the Vines;

"Propagate" means to grow, culture or multiply by sexual or asexual means including growing of any seeds produced, grafting, budding, hybridisation or any other means of reproduction.

"Top graft" means grafts placed into the scions of the protected products

"Vines" means vines and plants of the vine cultivars listed in Part 1 of the Schedule to this Agreement.

2. LICENCE GRANT

2.1 The Licensor hereby grants the Licensee the following rights within the Licensed Properties, subject to the terms of this Agreement:

2.1.1 subject to this Agreement, the exclusive right remain planted and to grow the Licensed Product on the Licensed Property

2.2 Save as provided in this Agreement, the Licensor specifically withholds from the Licensee the following:

2.2.1 any right or licence to Propagate Vines;

2.2.2 the ownership of the Plant Breeders' rights or any other intellectual property in, or relating to Licensed Product. 2.3 It is understood between the parties that nothing contained in this Agreement shall be construed to mean that the Licensor or the Licensee are partners or joint venturers nor that the Licensee is the agent or employee of the Licensor. Licensee shall not have any right or authority to enter into any agreement on behalf of the Licensor other than the rights specifically granted herein, and shall not incur any obligation on behalf of nor commit the Licensor in any manner.

3. QUALITY ASSURANCE

- 3.1 The Licensor or its authorised agent shall have the right to seek and discover and examine all the Vines or Fruit there from licensed pursuant to this Agreement, and while accompanied by the Licensee or its employees or agents, take away for inspection a reasonable number of samples sufficient for examination of the Vines or Fruit, or part thereof, and for that purpose, subject to the Licensor giving the Licensee reasonable notice in writing, the Licensor is authorised to enter the land designated for the growing of Vines set out in Part 1 of the Schedule and shall take reasonable care in so doing.
- 3.2 Licensee must take all reasonable steps to ensure that no Vines or parts of Vines or Fruit is misappropriated by any third parties.
- 3.3 Licensee shall not challenge the validity of any intellectual property rights, including Plant Breeder's Rights, in relation to the Vines or Fruit.
- 3.4 Licensee shall not breach or encourage or permit any breach of any intellectual property rights, including Plant Breeder's Rights, in relation to the Vines or Fruit.
- 3.5 Licensee acknowledges that all rights to variations or mutations arising from the Vines or the Fruit or any vines or fruit demonstrating Essential Characteristics of the Licenced Product or any Hybrid thereof will be the property of the Licensor notwithstanding that the same may constitute a new cultivar. Licensee must notify the Licensor immediately it becomes aware of the existence of any such variation or mutation or Hybrid thereof.

4. LICENCE FEE

- 4.2.1 The following licence fees in respect of the Licensed Products in respect of Items (i) & (ii) in Part 1 of the Schedule must be paid to the Licensor:
- 4.2.2 The sum of \$776,250.00 payable by ten equal consecutive payments of \$77,625.00 the first such payment to be made simultaneously with the settlement of sale to the Licensee from Receiver Managers of the licensed properties and subsequent payments annually thereafter(or such later date as is the date of settlement of sale of the Licenced Properties.

- 4.3. It is hereby acknowledged that the payments shall be made whether or not the Licensed Product shall be grown by the Licensee
- 4.4. In respect of the cultivar know as BW/41/5 and described in item (iii) in Part 1 of the Schedule sum of \$1.50 per vine per annum for each vine grown or top grafted. The first such payment shall made within seventy days after settlement with the Receiver Managers of the sale of the Licenced Properties. The amount of the first payment will be calculated by reference to the number of vines of the cultivar known as BW/41/5 as remains on the Licensed Properties as at the date which is sixty days following the settlement the sale subsequent payments annually thereafter whilst the cultivars are grown by the Licensee its transferees successors or assigns.
- 4.5. It is hereby acknowledged that the Licence Fee in respect of BW/41/5 shall not be payable in the event that the Licensed Product is removed and shall be payable only in respect of so much thereof as shall remain growing or top grafted from time to time
- 4.6. It is acknowledged that at the date hereof there are 40,352 vines of BW/41/5 grown on the Licensed Properties
- 4.7. Without prejudice to the Licensor's rights of termination pursuant to this agreement, in the event payment of the total amounts due here under is not received by the Licensor when due, and such delay in payment is not due to any act or fault of the Licensor, Licensee shall pay interest charges on the amount still due from the date such payment was due until fully paid. Interest charges shall be at the rates from time to time prescribed by Section 2 of the *Penalty Interest Rates Act*, 1983 (Vic.)
- 4.8. In the event the Licensee shall sell or transfer the licensed properties or any part there of the whole of the balance due here under shall forthwith become due and payable.
- 4.9. It is acknowledged that the property in the vines and fruit produced from the cultivars vests in the Licencee

5. <u>INDEMNITY AND INFRINGEMENT</u>

- 5.1. Licensee agrees to indemnify, hold harmless, and defend the Licensor, its officers, employees and/or agents against any and all claims, suits, losses, damages, costs, fees, and/or expenses suffered by the Licensor resulting from or arising out of Licensee's negligence or breach of this Agreement.
- 5.2. Costa will notify the Licensor promptly of any suspected propagation, sale or use of Vines or Fruit, or any use of Vines or Fruit from essentially derived varieties, by firms or persons not duly licensed to propagate or sell

or use such material. Notification of such suspected infringement shall include all details known to the party providing the information, such as name and address of the person suspected of infringing, location, size of area planted, number of plants propagated or sold or any other information that would enable the other party to investigate such alleged infringement. Costa agrees to co-operate with Licensor in any infringement proceedings instituted hereunder provided the Licensor pays or reimburses the Licensee's reasonable costs and expenses of doing so.

- 5.3. Nothing herein shall be construed as conferring upon Costa any right to bring suit for infringement relating to Vines or Fruit, and Licensee acknowledges that it shall not have any rights relative to the control of any such litigation. Nothing in this Agreement shall be construed as an obligation for Licensor to bring or prosecute actions or suits against third parties for infringement of Licensor's rights.
- 6. This Agreement is binding upon and shall inure to the benefit of the Licensor and its successors and assigns but subject to this Agreement and it is personal to Licensee and assignable by Licensee only with the express prior written consent of Licensor which consent shall not be unreasonably withheld and provided the assignee agrees to be bound by the terms imposed on the Licensee under this Agreement

7. WAIVER

It is agreed that no waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach of default.

8. WARRANTY AND ACKNOWLEDGEMENT

- 8.1 To the extent permitted by law, Licensor makes no express or implied warranties or merchantability, trueness to type, or fitness of Vines or Fruit for a particular purpose and shall have no liability to Licensee or of its third party customers on account of any defect or failure of Vines or Fruit.
- 8.2. All other conditions and warranties which would, or may, but for this provision, be implied (whether by Statute, law, trade usage or otherwise howsoever) into this Agreement are expressly excluded.
- 8.3 Nothing in this Agreement shall be construed as:
- 8.3.1 conferring by implication, estoppel or otherwise any licence or rights under any other patents, plant variety titles, or variety protection certificates belonging to Licensor other than such limited rights granted to Licensee in this Agreement; or

- 8.3.2 an obligation to furnish any know-how in relation to Vines or Fruit, save as expressly provided in this Agreement.
- 8.4 The Licensee acknowledges that it has relied on its own viticultural knowledge and has taken expert advice as to the suitability, fitness of the Vines or the Fruit, the suitability of the district and soil in which the Vines are to be planted or otherwise and that no representations whatsoever other than are set out in this Agreement, have been made by the Licensor as to the suitability or fitness for the purpose of trueness of type or merchantability of the Vines or Fruit. The Licensee further acknowledges that the cultivars the subject of this Agreement have not been viticulturally assessed and the genetic stability thereof has not been established.

9. DEALING WITH PROPERTIES

- 9.1.1 The Licensee must not sell, transfer, let, license or otherwise dispose of the Properties referred to in Part 3 of the Schedule on which the Vines are planted, unless the Licensee procures the purchaser, transferee, lessee, licensee or other party proposed to obtain rights over the land ("the third party"):
- 9.1.2 to enter into an agreement with the Licensor to assume and observe the prohibition against the Propagation of the Vines or Fruit; and
- 9.1.3 to enter into an agreement with the Licensor to restrict the third party's right to sell, transfer, lease or otherwise dispose of the Vines or Fruit other than on the terms imposed on the Licensee under this Agreement.
- 9.1.4 This clause shall not apply if the Licencee has paid all moneys due hereunder and there are no vines on the Licensed Properties which utilise the Licensed properties

10. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof but this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

11. CHOICE OF LAW AND JURISDICTION

11.1 This Agreement and its validity, construction, enforcement and interpretation shall be governed by the laws of Victoria provided that where a matter is governed by the law of a jurisdiction outside Victoria which cannot be excluded or negatived in respect of its application to such

matter, then this Agreement shall, in respect of such matter, be construed and interpreted subject to such law.

- 11.2 The parties hereby agree that venue and jurisdiction with respect of any matter arising under this Agreement shall be exclusively in the State or Federal Courts, as applicable, located in Victoria, Australian and Courts of Appeal therefrom.
- 11.3. Each of the parties hereby irrevocably and unconditionally waives any objections it may now or hereafter have to the laying of venue or any action or proceeding in any of the Courts referred to in Paragraph 21.2 hereof and any claim that they may now or hereafter have that any such action or proceeding has been brought in an inconvenient forum or place.

12. NOTICES

- 12.1 Any notice, demand, consent or other communication to be given by a party to another party under this Agreement must:
- 12.1.2 be in writing;
- 12.1.3. give the address of the recipient as set out in Part 9 of the Schedule to this Agreement or as varied by notice from the relevant party; and
- 12.1.4 be given or served by facsimile, or left at or sent by prepaid registered post to that address or facsimile number.
- 12.1.5 In the absence of proof to the contrary, a notice is deemed to have been given or served on the party to whom it was sent:
- 12.1.6 in the case of hand delivery, upon delivery during Business Hours of the recipient;
- 12.1.6. in the case of pre-paid registered post, 3 Business Days after the date of dispatch; and
- 12.1.7 in the case of facsimile transmission, at the time of dispatch if that dispatch is during Business Hours; or at 9.00am on the next Business Day following the day of dispatch, if the dispatch is outside Business Hours.
- 12.1.8 In this clause, 'Business Hours' means from 9.00am to 5.00pm on a Business Day.

13. <u>MISCELLANEOUS</u>

The attachment and Exhibits attached are part of this Agreement as if contained herein.

14. LIFE OF AGREEMENT

Unless sooner lawfully terminated by either party to this Agreement with respect to any or all rights granted herein, this Agreement shall remain in full force and effect from the effective date of this Agreement until the expiration of 10 years at which time it may be extended or modified by

mutual agreement of the parties and if not so extended or modified, the Licensee will forthwith discontinue growing the vines and forthwith remove them.

15. <u>COMPLETE AGREEMENT</u>

It is understood and agreed between the parties hereto that this Agreement constitutes all of the Agreements, both written and oral between the Licensor and the Licensee and that all prior Agreements respecting the subject matter hereof, either written or oral, expressed or implied, between the parties hereto shall be abrogated, cancelled and are null and void and of no effect.

16. AMENDMENT

No amendment or variation of this Agreement is valid or binding on a party unless made in writing executed by all parties.

17. <u>GST</u>

17.1 If any supply made under or in connection with this Agreement is a Taxable Supply (as defined in the GST Act), then the purchaser of that supply will pay the GST in respect of that supply to the supplier of that supply, where the GST is calculated in accordance with the GST Act and on the basis that the consideration otherwise payable under this Agreement is the value of the Taxable Supply.

17.2 The supplier of that supply must provide a Tax Invoice to the purchaser of that supply prior to the due date for payment of the consideration due in respect of the supply.

18. COSTS

18.1 The parties bear their own costs of and incidental to the negotiation, preparation and execution of this Agreement.

18.2 Except to the extent it is otherwise expressly provided in this Agreement, the Licensee pays all stamp duty on this agreement and on any instrument or other document executed to give effect to any provision of this Agreement.

19. DAY OF PAYMENT

If any day appointed or specified by this Agreement for the payment of money falls on a Saturday, Sunday or a day on which banks (as defined in the *Banking Act 1959 (Cth)*) are not open for business ('Non Business Day'),

the day so appointed or specified is deemed to be the next day which is not a Non Business Day.

20. CANCELLATION OF EXISTING LICENSING AGREEMENT

- 20.1 This agreement is subject to:
- 20.1.1 settlement of the sale of the land to licensed properties to the Licensee;
- 20.1.2 termination of the Licence Agreements set out in recital B to this agreement

21. GOODWILL

Any goodwill in, or in relation to, the Protected Products or the Licensed Products arising by virtue of this agreement shall remain the property of the Licensor. The Licensee shall not be entitled to any compensation or payment in respect of any such goodwill upon lawful termination of this agreement.

22. DEFAULT

Interest at the rate of 2% per annum plus the rate for the time being fixed by Section 2 of the Penalty Interest Rates Act 1983 shall be payable on any money owing under this Agreement during the period of default without affecting any other rights of the Licensor. Provided always should the Licensee default for more that Sixty Days (60) Days in payment of any sum of money due and payable hereunder the Licensee hereby charges Lot 1 on DP 1067588 at Euston with payment of all sums owing hereunder. It is acknowledged that the Licencor shall in the said circumstances have the right to lodge a Caveat to protect its interests

23. TRUST

23. It is hereby agreed and declared that the Licence enters into this Agreement in its own capacity and in its capacity as Trustee of the Charlie Costa Investment Trust constituted by Deed on Trust dated 3 December 2009 and made between the Licensee and Tony Jones and in its capacity as Trustee of the Paul Costa Investment Trust constituted by Deed of Trust dated 3 December 2009 and made between the Licensee and Tony Jones

<u>IN WITNESS WHEREOF</u> the parties have hereto set their hands and seals the day and year first hereinbefore referred to.
THE COMMON SEAL of ANDRISKE RESEARCH)
PTY.LTD. A.C.N. 006 565 260 was affixed in the
presence of authorised persons
Director Communication of Full name Gray CHARLES ANDRISKE Usual Address: Paringi, N.S.W. Secretary Full Name Pamela Janette White Usual Address: Paring, N.S.W.
EXECUTED by COSTA HOLDINGS INVESTMENTS PTY LTD ACN 140 921 053 in
accordance with Sec. 127.1 of the Corporations Act.)
DirectorFull Name. Usual Address
SecretaryFull Name Usual Address

year first hereinbefore referred to.
THE COMMON SEAL of ANDRISKE RESEARCH)
PTY.LTD. A.C.N. 006 565 260 was affixed in the)
presence of authorised persons)
Director Full name
SecretaryFull Name Usual Address: Paring, N.S.W.
EXECUTED by COSTA HOLDINGS INVESTMENTS PTY LTD ACN 140 921 053 in
accordance with Sec. 127.1 of the Corporations Act.)
Director Full Name Churlie Colla Usual Address Block 15, Wilputnin Rd Easters Sole checks and Seculor
Secretary Full Name Usual Address

M

SCHEDULE

PART 1: LICENSED PRODUCTS

- (i) Plant Breeders Rights Application No. 1996/046 in respect of the White Seedless Grape Cultivar known as "Stanley Seedless" and granted 25th May, 2002, and Numbered 2010 as recorded by the Certificate, a true copy of which is annexed hereto and marked with the letters "SSC".
- (ii) (Plant Breeders Rights Application No. 1998/144 in respect of the Red Seedless Grape Cultivar known as "Red Rob" and granted 11th June, 2003, and Numbered 2263, as recorded by the Certificate, a true copy of which is annexed hereto and marked with the letters "RRC".
- (iii) Plant Breeders Rights Application No 1996/018 in respect of the White Seeded Cultivar know as BW41/5 and granted on 27 March 2002 and Numbered 1910 as recorded by the Certificate a true copy is annexed hereto and marked "GGC"

PART 2: LICENSEE

Name: COSTA HOLDINGS INVESTMENTS PTY LTD A.C.N. 140 921 053

PART 3: LICENSED PROPERTIES

- (i) Lot 2 in DP 1046695 at Euston a copy of such plan is annexed in Annexure A hereto
- (ii) Lot 1 in DP 10677588 at Euston a copy of such plan in annexed in Annexure B hereto
- (iii) Lot 22 in DP 1093662 at Euston a copy of such plan is annexed in Annexure C hereto

PART 4: ADDRESS FOR NOTICES

Licensor:

ANDRISKE RESEARCH PTY. LTD.

Box 5053, P.O.,

MILDURA. VIC. 3502. Fax: (03) 5024 0336

COSTA HOLDINGS INVESTMENTS PTY LTD 234 Deakin Avenue MILDURA VIC 3500

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/1046695

LAND

LOT 2 IN DEPOSITED PLAN 1046695
AT EUSTON
LOCAL GOVERNMENT AREA BALRANALD
PARISH OF EUSTON COUNTY OF TAILA
TITLE DIAGRAM DP1046695

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

ORCHARD INVESTMENTS MANAGEMENT LIMITED

(T AA721549)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN SEE MEMORANDUM S700000C
- 2 9075900 WESTERN LANDS LEASE 14362
- 3 SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES, RESTRICTIONS ON DEALINGS AND ON SUBDIVISION - SEE SECTION 18G AND 18FA

9286614 PURPOSE OF LEASE: CULTIVATION & CONSERVATION 9075900 AREA OF LEASE: 82.10HA

- 4 INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF LANDS, WESTERN REGION BEFORE DEALING WITH THIS FOLIO
- 5 DP1066279 EASEMENT FOR WATER SUPPLY 15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066279
- 6 DP1066279 EASEMENT FOR WATER SUPPLY 15 & 30 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066279
- 7 DP1066414 EASEMENT FOR WATER SUPPLY, ELECTRICITY PURPOSES, PUMPSITE AND RIGHT OF CARRIAGEWAY 25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1066414 EASEMENT FOR WATER SUPPLY , PUMPSITE AND RIGHT OF CARRIAGEWAY 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1066293 EASEMENT FOR WATER SUPPLY , PUMP SITE AND RIGHT OF CARRIAGEWAY 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1066014 EASEMENT FOR WATER SUPPLY 10 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

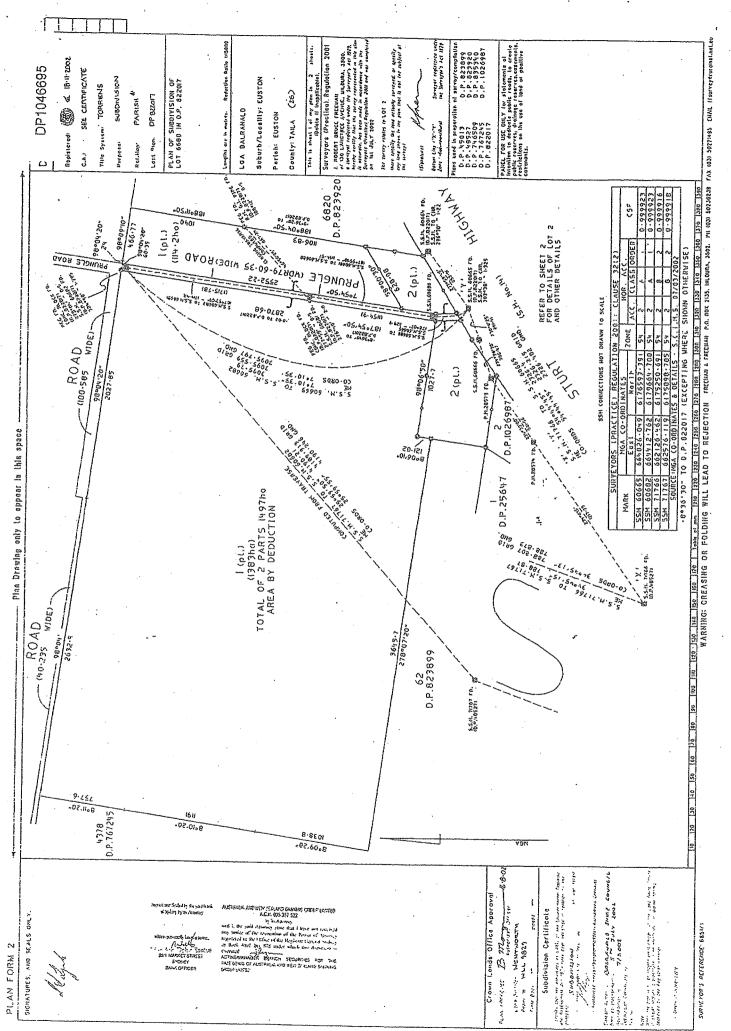
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WQ/ANDRISKE ALIGN 18144

PRINTED ON 21/12/2009

Espreon hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 966(2) of the Real Property Act. 1900.

*Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: The information appearing under notations has not been formally recorded in the register.



Title: 1/1067588

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/1067588

LAND

LOT 1 IN DEPOSITED PLAN 1067588
AT EUSTON
LOCAL GOVERNMENT AREA BALRANALD
PARISH OF EUSTON COUNTY OF TAILA
TITLE DIAGRAM DP1067588

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

ORCHARD INVESTMENTS MANAGEMENT LIMITED

(T AB14132)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN SEE MEMORANDUM S700000C
- 2 AA580599 WESTERN LANDS LEASE NO. 14398
- SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901
 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES,
 RESTRICTIONS ON DEALINGS AND ON SUBDIVISION SEE SECTION 18G AND
 18FA

AA580599 PURPOSE OF LEASE : CULTIVATION AA580599 AREA OF LEASE : 131 HECTARES

- 4 INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF LANDS, WESTERN REGION BEFORE DEPLING WITH THIS FOLIO
- 5 DP1066010 EASEMENT FOR WATER SUPPLY AND RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1066279 EASEMENT FOR WATER SUPPLY 15 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1066414 EASEMENT FOR WATER SUPPLY , ELECTRICITY PURPOSES, PUMPSITE AND RIGHT OF CARRIAGEWAY 25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1070207 EASEMENT FOR WATER SUPPLY, ELECTRICITY PURPOSES AND RIGHT OF WAY 20 METRE(S) WIDE APPURTEMENT TO THE LAND ABOVE DESCRIBED
- 9 DP1070207 EASEMENT FOR WATER SUPPLY 25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1070207 EASEMENT FOR WATER SUPPLY AND PUMP SITE 380 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 AA734546 LEASE TO ORCHARD INVESTMENTS MANAGEMENT LIMITED

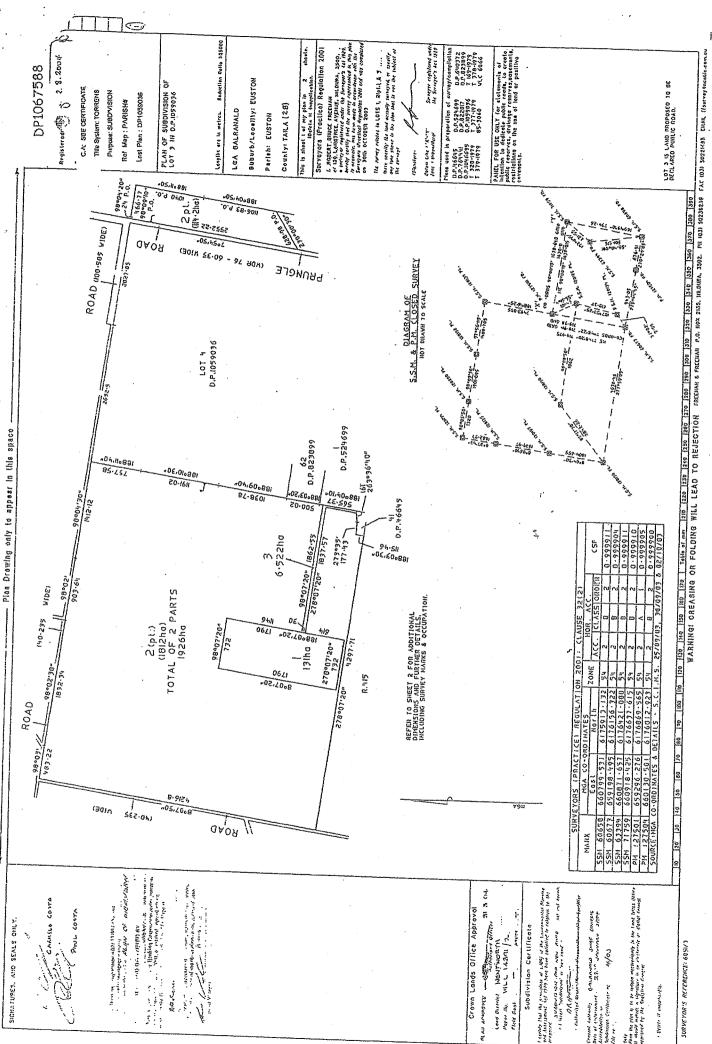
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WQ/ANDRISKE ALIGN 18144

PRINTED ON 21/12/2009

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PLAN FORM 2

Title: 22/1093662

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 22/1093662

SEARCH DATE TIME EDITION NO DATE ---------____ 22/12/2009 10:23 AM 7/9/2006

LAND

LOT 22 IN DEPOSITED PLAN 1093662 AT EUSTON LOCAL GOVERNMENT AREA BALRANALD PARISH OF EUSTON COUNTY OF TAILA TITLE DIAGRAM DP1093662

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

ORCHARD INVESTMENTS MANAGEMENT LIMITED

(T AC577179)

SECOND SCHEDULE (12 NOTIFICATIONS)

- LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000C
- AC103842 WESTERN LANDS LEASE NO. 14603
- SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES, RESTRICTIONS ON DEALINGS AND ON SUBDIVISION - SEE SECTION 18G AND 18FA

AC103842 PURPOSE OF LEASE : GRAZING & CULTIVATION AC103842 AREA OF LEASE : 295.8 HECTARES

- INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF LANDS, WESTERN REGION BEFORE DEALING WITH THIS FOLIO
- DP1066010 EASEMENT FOR WATER SUPPLY AND RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1066279 EASEMENT FOR WATER SUPPLY 15 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- DP1066414 EASEMENT FOR WATER SUPPLY , ELECTRICITY PURPOSES. PUMPSITE AND RIGHT OF CARRIAGEWAY 25 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- AB528477 LEASE TO ORCHARD INVESTMENTS MANAGEMENT LIMITED EXPIRES: 30/6/2020.

AB528478 LEASE OF LEASE AB528477 TO TIMBERCORP LIMITED EXPIRES: 29/6/2020.

AB528479 LEASE OF LEASE AB528477 TO TIMBERCORP SECURITIES LIMITED EXPIRES: 28/6/2020.

DP1093662 EASEMENT FOR WATER SUPPLY ELECTRICITY PURPOSES AND RIGHT OF WAY40 METRE(S) WIDE APPURTENANT TO THE LAND

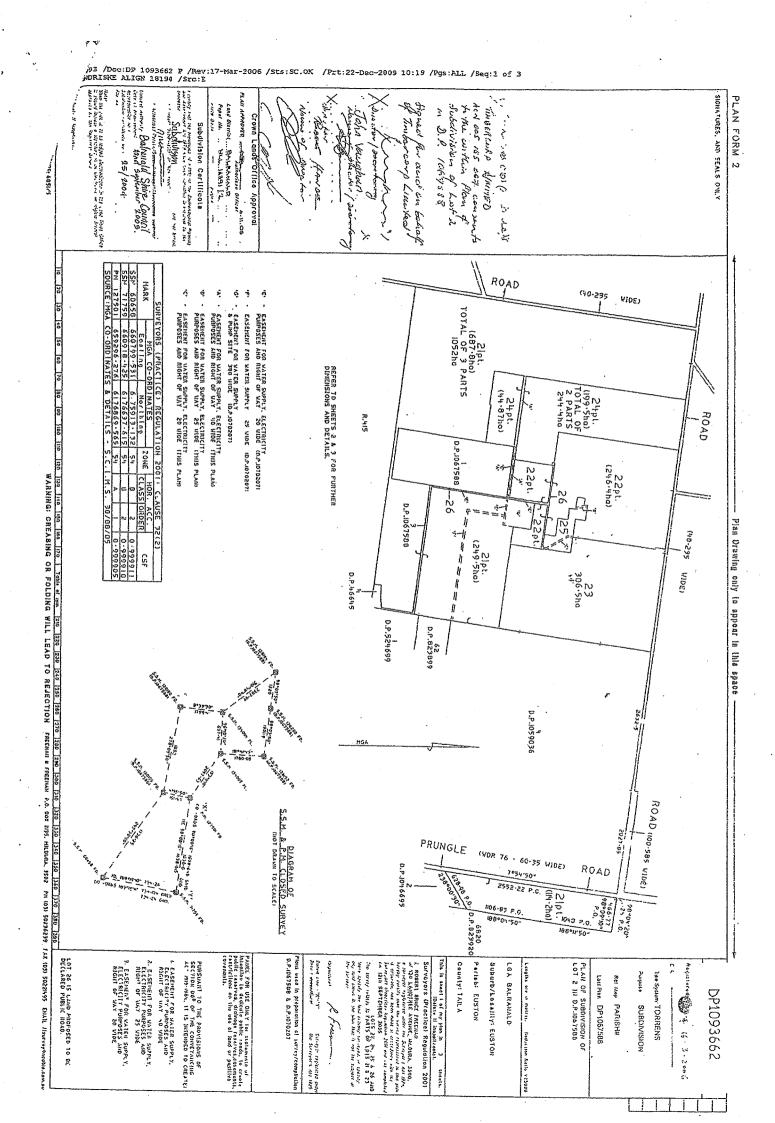
END OF PAGE 1 - CONTINUED OVER

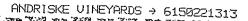
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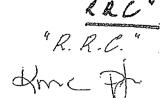
PRINTED ON 22/12/2009

Espreon hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 968(2) of the Real Property Act, 1900.

Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: The information appearing under notations has not been formally recorded in the register.









This is to certify that
Plant Breeder's Rights
have been granted under section 44(1)
of the Plant Breeder's Rights Act 1994 to

Andriske Table Grapes Pty Ltd

for the variety

Vitis vinifera
'Red Rob Seedless'

Application No 1998/144 Certificate No 2263 Date of Grant 11 June, 2003 Expiry of Right 11 June, 2028

Registreer of Plans Breeder's Rights

AUSTRALIA

"55C" Homes of

SS 6 -1



This is to certify that Plant Breeder's Rights

have been granted under section 44(1) of the Plant Breeder's Rights Act 1994 to

Andriske Table Grapes Pty Ltd

for the variety

Vitis vinifera

'Stanley Seedless'

Application No 1996/046

Certificate No 2010

Date of Grant 25 May, 2002

Expiry of Right 25 May, 2027

Rigistrar of Plant Breeder's Rights



(PBR

This is to certify that
Plant Breeder's Rights
have been granted under section 44(1)
of the Plant Breeder's Rights Act 1994 to

Andriske Table Grapes Pty Ltd

for the variety

'BW 41/5'

Application No 1996/018

Certificate No 1910

Date of Grant 27 March, 2002

Expiry of Right 27 March, 2027

Registrar of Plans Breeder's Rights

GUARANTEE

I CARMELO COSTA Lot 15 Kilpatrick Road Euston in the State of New South Wales Horticulturist (hereinafter called "the Guarantor") in consideration of the within named Licencor entering into the within Licence Agreement within named Licensee at my request in the conditions therein set forth do hereby my self my executors and administrators covenant with the said Licencor that if at any time default shall be made in the payment of any monies or interest due thereunder by the Licensee to the Licencor under the within Licence Agreement or in the performance or observance of any term or condition of the within Licence Agreement to be performed or observed by the Licensee I will forthwith on demand by the Licencor pay to the Vendor the whole of the such money interest or other moneys which shall then be due and payable to the Licencor and will keep the Licencor indemnified against all loss of money and interest and other money payable under the within Licence Agreement and all losses costs charges and expenses whatsoever which the Licencor may incur be reason of any default as aforesaid on the part of the Licensee. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forebearance on the part of the Licencor in enforcing payment of any of the moneys payable under the within Licence Agreement or the performance or observance of any of the agreements obligations or conditions under the within Licence Agreement or by the time being given to the Licensee for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors and administrators.

19

DATED this	day of		
SIGNED SEALED AND DELIVERED by)			
the said <u>CARMELO COSTA</u>	<u>\ in</u>)	
the presence of:)	

ANDRISKE RESEARCH PTY. LTD. A.C.N. 006 565 260

and

COSTA HOLDINGS INVESTEMENTS PTY LTD A.C.N. 140 921 053

LICENCE AGREEMENT

DAVID MESSENGER, Legal Practitioner, 101 Deakin Avenue, DX 50004, MILDURA. 3500. Tel. 03 5023 5982 Fax 03 5022 1313 Solicitor's Code 1258 Ref.: DRM18194