

**Form 604**  
Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Sugar Terminals Limited

ACN/ARSN 084 059 601

### 1. Details of substantial holder (1)

Name CSR Limited (**CSR**) and its controlled entities listed in annexure A (**CSR Controlled Entities**)  
ACN/ARSN (if applicable) 000 001 276

There was a change in the interests of the  
substantial holder on 21/12/2007  
The previous notice was given to the company on 12/09/2007  
The previous notice was dated 12/09/2007

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
'G' class	1,111,343	0.31%	1,111,343	0.31%
'M' class	48,324,003	13.42%	59,824,003	16.62%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
21/12/2007	CSR	Acquisition pursuant to a share purchase agreement, a true copy of which forms annexure B to this form 604	\$9,545,000	11,500,000 'M' class shares	11,500,000 increase

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
CSR	CSR	CSR	Holder of the securities	1,111,343 'G' class	1,111,343
CSR	CSR	CSR	Holder of the securities	59,824,003 'M' class	59,824,003

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
nil	nil

**6. Addresses**

The addresses of persons named in this form are as follows:

Name	Address
CSR Limited	9 Help Street, Chatswood, NSW 2067

**Signature**

print name Chris Bertuch capacity Company Secretary

sign here



date 21/12/2007

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

## Annexure A

This is annexure A of 1 page referred to in Form 604 – Notice of change of interests of substantial holder – completed on behalf of CSR Limited



Chris Bertuch

21 December 2007

Date

### Controlled entities of CSR Limited

CSR is an associate of each of the following entities because CSR controls them (s.12(2)(a)):

BI (Contracting) Pty Ltd	CSR South East Asia Pte Ltd
Bradford Insulation Industries Pty Ltd	CSR Sugar Investments Pty Ltd
Bradford Insulation (SA) Pty Ltd (in liquidation)	CSR Sugar Pty Ltd
Buchanan Borehole Collieries Pty Ltd	CSR Sugar (Herbert) Pty Ltd
Chelsea Estates NZ Pty Ltd	CSR Sugar (Invicta) Pty Ltd
Chelsea Nominees Ltd	CSR Sugar (Kalamia) Pty Ltd
CSR Bradford Air (M) Sdn Bhd	CSR (Guangzhou) Building Materials Co., Ltd
CSR Building Materials (HK) Ltd	CSR (Guangdong) Rockwool Co., Ltd
CSR Building Materials (M) Sdn Bhd	CSR (Pioneer Sugar) Pty Ltd
CSR Building Products (NZ) Ltd	Farley & Lewers Pty Ltd
CSR Building Materials Trading (Shanghai) Co., Ltd	FEP Concrete Pty Ltd
CSR Building Products Ltd	Gove Aluminium Finance Ltd
CSR Climate Control (M) Sdn Bhd	Gyprock Holdings Pty Ltd
CSR Developments Pty Ltd	Midalco Pty Ltd
CSR Distilleries Operations Pty Ltd	New Zealand Sugar Company Ltd
CSR Erskine Park Trust	Pioneer Sugar Mills Pty Ltd
CSR Ethanol Pty Ltd	Pilkington Australia Finance Pty Ltd
CSR Finance Ltd	Premier Packers Ltd
CSR Guangdong Glasswool Co., Ltd	PT Prima Karya Plasterboard
CSR Industrial Property Trust	Refined Sugar Services Pty Ltd
CSR Industrial Property Nominees No 1 Pty Ltd	Rivarol Pty Ltd
CSR Industrial Property Nominees No 2 Pty Ltd	Seltsam Pty Ltd
CSR Insulation (Thailand) Limited Thailand	Softwood Holdings Ltd (in liquidation)
CSR Insurance Pte Limited	Softwood Plantations Pty Ltd (in liquidation)
CSR International Pty Ltd	Softwoods Queensland Pty Ltd (in liquidation)
CSR Investments Pty Ltd	Sugar Australia Joint Venture
CSR Investments (Asia) Pty Ltd	Sugar Australia Pty Ltd
CSR Investments (Indonesia) Pty Ltd	Tatefield Pty Ltd
CSR Investments (Thailand) Pty Ltd	The Houghton Sugar Co Pty Ltd
CSR Plane Creek Pty Ltd	Thiess Bros Pty Ltd
CSR Refining Investments Pty Ltd	Thiess Holdings Pty Ltd
CSR Refining Investments (NZ) Ltd	
CSR Share Plan Pty Ltd	

## Annexure B

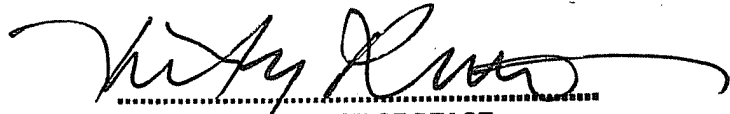
This is annexure B of 25 pages referred to in Form 604 – Notice of change of interests of substantial holder – completed on behalf of CSR Limited.



.....  
Chris Bertuch

21 December 2007  
Date

I HEREBY CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL DOCUMENT



SOLICITOR / ~~JUSTICE OF PEACE~~

# Share sale agreement

Bundaberg Sugar Ltd (**Vendor**)

CSR Limited (**Purchaser**)

MinterEllison

L A W Y E R S

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY  
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123  
[www.minterellison.com](http://www.minterellison.com)

# Share sale agreement

---

<b>Details</b>	<b>4</b>
<b>Agreed terms</b>	<b>5</b>
<b>1. Defined terms &amp; interpretation</b>	<b>5</b>
1.1 Defined terms	5
1.2 Interpretation	5
1.3 Headings	6
<b>2. Sale and purchase of the Shares</b>	<b>6</b>
<b>3. Completion</b>	<b>6</b>
3.1 Time and place	6
3.2 Vendor's obligations	6
3.3 Purchaser's obligations	7
3.4 Simultaneous actions at completion	7
3.5 Conduct until the Shares are registered	7
<b>4. Warranties</b>	<b>7</b>
4.1 Representations by Vendor	7
4.2 Separate Promises	7
4.3 After Completion	8
4.4 Purchaser to give notice of Claim	8
4.5 Payment for breach	8
<b>5. GST</b>	<b>8</b>
5.1 Interpretation	8
5.2 GST gross up	8
5.3 Reimbursements	8
<b>6. Notices and other communications</b>	<b>8</b>
6.1 Service of notices	8
6.2 Effective on receipt	8
<b>7. Miscellaneous</b>	<b>9</b>
7.1 Alterations	9
7.2 Approvals and consents	9
7.3 Assignment	9
7.4 Costs	9
7.5 Stamp duty	9
7.6 Survival	9
7.7 Counterparts	9
7.8 No merger	9
7.9 Entire agreement	9
7.10 Further action	9
7.11 Severability	10
7.12 Waiver	10
7.13 Relationship	10
7.14 Confidentiality	10

7.15 Governing law and jurisdiction	10
<b>Schedule 1 - Warranties</b>	<b>11</b>
<b>Signing page</b>	<b>12</b>

---

# Details

---

## Date

20 December 2007

## Parties

Name **Bundaberg Sugar Ltd** ACN 077 102 526  
ABN 24 077 102 526  
Short form name **Vendor**  
Notice details 4 Gavin Street, Bundaberg, Queensland 4670  
Facsimile (07) 3221 5593  
Attention Company Secretary, Roderick Young

Name **CSR Limited** ACN 000 001 276  
ABN 90 000 001 276  
Short form name **Purchaser**  
Notice details Level 1, 9 Help Street, Chatswood, New South Wales 2067  
Facsimile (02) 9235 8055  
Attention Company Secretary, Chris Bertuch

## Background

- A The Shares are legally and beneficially owned by the Vendor.
- B The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares on the terms and conditions set out in this agreement.



# Agreed terms

---

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this document

**Business Day** means:

- (a) for receiving a notice under clause 6, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

**Class M Shares** means the shares of the Company either issued to or held by shareholders who are Active Millers as that term is defined in clause 1.1 of the Company's constitution, as amended, dated 22 October 2004.

**Company** means Sugar Terminals Limited ACN 084 059 601.

**Completion** means completion of the sale and purchase of the Shares contemplated by this agreement.

**Completion Date** means 21 December 2007 or another date agreed by the parties.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Encumbrance** means any mortgage, lien, charge, pledge, claim or other encumbrance.

**Purchase Price** means \$0.83 per Share, totalling \$9,545,000.

**Shares** means 11,500,000 fully paid Class M Shares of the Company held by the Vendor.

**Warranties** means the warranties stated in Schedule 1 and **Warranty** means any one of them.

### 1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;

- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Sale and purchase of the Shares

The Vendor agrees to sell and the Purchaser agrees to purchase the Shares:

- (a) for the Purchase Price;
- (b) with all rights, including dividend and voting rights, attached or accrued to them on or after the date of this agreement;
- (c) free from any Encumbrance; and
- (d) with effect on and from Completion.

## 3. Completion

### 3.1 Time and place

Completion will take place at 11am on the Completion Date at the offices of Minter Ellison at Level 19, 88 Phillip Street, Sydney, or another time and place agreed by the parties (including by facsimile, electronic transmission and/or post).

### 3.2 Vendor's obligations

At or before Completion the Vendor must deliver to the Purchaser:

- (a) duly executed and completed transfers of the Shares in favour of the Purchaser of the Shares in registrable form (except for the impression of stamp duty or other taxes of a similar nature) together with the relevant share certificates (if any);
- (b) produce to the Purchaser any power of attorney or other authority under which the transfers of the Shares are executed; and
- (c) such other documents as may be reasonably required to vest title to the Shares in the Purchaser, and to enable the Purchaser to become the registered holder of the Shares.

### **3.3 Purchaser's obligations**

At Completion the Purchaser must pay the Purchase Price to the Vendor by bank cheque, telegraphic transfer to an account or accounts nominated by the Vendor or otherwise in immediately available cleared funds.

### **3.4 Simultaneous actions at completion**

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent;
- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date; and
- (c) the Purchaser need not complete the purchase of any Shares unless the purchase of all Shares is completed simultaneously.

### **3.5 Conduct until the Shares are registered**

After Completion and until the Shares are registered in the name of the Purchaser, the Vendor must:

- (a) comply with the lawful written directions of the Purchaser as if the Purchaser were the registered holder of the Shares;
- (b) account to the Purchaser:
  - (i) any distribution or return of any capital by the Company to its members; and
  - (ii) any dividends or other distributions of the Company's profits paid by the Company,

within 10 Business Days of such distribution or payment being made by or on behalf of the Company.

## **4. Warranties**

### **4.1 Representations by Vendor**

The Vendor represents and warrants to the Purchaser that each of the Warranties is true and accurate at the date of this agreement and will be true and accurate on each day up to and including the Completion Date.

### **4.2 Separate Promises**

Each Warranty is a separate representation and warranty the interpretation of which is not limited or restricted by any other Warranty.

#### **4.3 After Completion**

Each of the Warranties remains in full force and effect on and after Completion despite Completion.

#### **4.4 Purchaser to give notice of Claim**

If any facts arise to the knowledge of the Purchaser which might give rise to a Claim under the Warranties, the Purchaser must promptly give written notice of the Claim to the Vendor setting out reasonable particulars of the Claim.

#### **4.5 Payment for breach**

A payment made for a breach of any Warranty is to be treated as an equal reduction in the purchase price for each Share.

#### **4.6 Mutual warranties**

Each party warrants to the other that it has the power and lawful authority to enter into and perform this agreement and this agreement constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms.

### **5. GST**

#### **5.1 Interpretation**

In this clause 5, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

#### **5.2 GST gross up**

If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 5.2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

#### **5.3 Reimbursements**

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 5.2.

### **6. Notices and other communications**

#### **6.1 Service of notices**

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

#### **6.2 Effective on receipt**

A Notice given in accordance with clause 6.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Australia);

- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## **7. Miscellaneous**

### **7.1 Alterations**

This agreement may be altered only in writing signed by each party.

### **7.2 Approvals and consents**

Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

### **7.3 Assignment**

A party may only assign this agreement or a right under this agreement with the prior written consent of each other party.

### **7.4 Costs**

Each party must pay its own costs of negotiating, preparing and executing this agreement.

### **7.5 Stamp duty**

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this agreement or any transaction contemplated by this agreement, must be paid by the Purchaser.

### **7.6 Survival**

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

### **7.7 Counterparts**

This agreement may be executed in counterparts (including by way of facsimile or electronic transmission). All executed counterparts constitute one document.

### **7.8 No merger**

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

### **7.9 Entire agreement**

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### **7.10 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.

### **7.11 Severability**

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

### **7.12 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### **7.13 Relationship**

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

### **7.14 Confidentiality**

A party may only use confidential information of another party for the purposes of this agreement, and must keep the existence and the terms of this agreement and any confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange);  
or
- (c) disclosure is made to a person who must know for the purposes of this agreement on the basis that the person keeps the information confidential.

### **7.15 Governing law and jurisdiction**

This agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

## Schedule 1 - Warranties

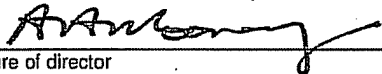
---

1. Each of the Shares has been duly issued and is fully paid up.
2. The Vendor is the beneficial owner and registered holder of the Shares free from any Encumbrance.

# Signing page


**EXECUTED** as an agreement.

Executed by **Bundaberg Sugar Limited** in  
accordance with Section 127 of the  
*Corporations Act 2001* in the presence of

  
\_\_\_\_\_  
Signature of director

**ALAN ANDREW MOONEY**

\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of director/company secretary.  
(Please delete as applicable)

**Roderick Christopher Young**  
\_\_\_\_\_  
Name of director/company secretary

Executed by **CSR Limited** by its Attorneys  
who state that at the date of their execution  
hereof they have had no notice of the  
revocation of the Power of Attorney dated 1  
August 2006 and Registered No. Book 4495  
No.17 under the authority of which they  
have executed this instrument

\_\_\_\_\_  
Signature of witness

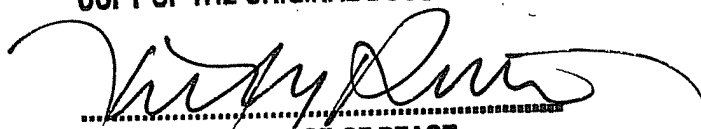
\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of signatory (print)



I HEREBY CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL DOCUMENT



SOLICITOR / JUSTICE OF PEACE

## Share sale agreement

Bundaberg Sugar Ltd (Vendor)

CSR Limited (Purchaser)

MinterEllison

LAWYERS

AURORA PLACE, 88 PHILLIP STREET, SYDNEY NSW 2000, DX 117 SYDNEY  
TEL: +61 2 9921 8888 FAX: +61 2 9921 8123  
[www.minterellison.com](http://www.minterellison.com)

# Share sale agreement

<b>Details</b>	<b>4</b>
<b>Agreed terms</b>	<b>5</b>
<b>1. Defined terms &amp; interpretation</b>	<b>5</b>
1.1 Defined terms	5
1.2 Interpretation	5
1.3 Headings	6
<b>2. Sale and purchase of the Shares</b>	<b>6</b>
<b>3. Completion</b>	<b>6</b>
3.1 Time and place	6
3.2 Vendor's obligations	6
3.3 Purchaser's obligations	7
3.4 Simultaneous actions at completion	7
3.5 Conduct until the Shares are registered	7
<b>4. Warranties</b>	<b>7</b>
4.1 Representations by Vendor	7
4.2 Separate Promises	7
4.3 After Completion	8
4.4 Purchaser to give notice of Claim	8
4.5 Payment for breach	8
<b>5. GST</b>	<b>8</b>
5.1 Interpretation	8
5.2 GST gross up	8
5.3 Reimbursements	8
<b>6. Notices and other communications</b>	<b>8</b>
6.1 Service of notices	8
6.2 Effective on receipt	8
<b>7. Miscellaneous</b>	<b>9</b>
7.1 Alterations	9
7.2 Approvals and consents	9
7.3 Assignment	9
7.4 Costs	9
7.5 Stamp duty	9
7.6 Survival	9
7.7 Counterparts	9
7.8 No merger	9
7.9 Entire agreement	9
7.10 Further action	9
7.11 Severability	10
7.12 Waiver	10
7.13 Relationship	10
7.14 Confidentiality	10

7.15 Governing law and jurisdiction	10
<b>Schedule 1 - Warranties</b>	<b>11</b>
<b>Signing page</b>	<b>12</b>

---

## Details

---

**Date** 20 December 2007

## Parties

**Name** Bundaberg Sugar Ltd ACN 077 102 526  
**ABN** 24 077 102 526  
**Short form name** Vendor  
**Notice details** 4 Gavin Street, Bundaberg, Queensland 4670  
Facsimile (07) 3221 5593  
Attention Company Secretary, Roderick Young

**Name** CSR Limited ACN 000 001 276  
**ABN** 90 000 001 276  
**Short form name** Purchaser  
**Notice details** Level 1, 9 Help Street, Chatswood, New South Wales 2067  
Facsimile (02) 9235 8055  
Attention Company Secretary, Chris Bertuch

## Background

- A The Shares are legally and beneficially owned by the Vendor.
- B The Vendor has agreed to sell and the Purchaser has agreed to purchase the Shares on the terms and conditions set out in this agreement.

## Agreed terms

---

### 1. Defined terms & interpretation

#### 1.1 Defined terms

In this document

**Business Day** means:

- (a) for receiving a notice under clause 6, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Claim** means any claim, notice, demand, action, proceeding, litigation, investigation or judgment whether based in contract, tort, statute or otherwise.

**Class M Shares** means the shares of the Company either issued to or held by shareholders who are Active Members as that term is defined in clause 1.1 of the Company's constitution, as amended, dated 22 October 2004.

**Company** means Sugar Terminals Limited ACN 084 059 601.

**Completion** means completion of the sale and purchase of the Shares contemplated by this agreement.

**Completion Date** means 21 December 2007 or another date agreed by the parties.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Encumbrance** means any mortgage, lien, charge, pledge, claim or other encumbrance.

**Purchase Price** means \$0.83 per Share, totalling \$9,545,000.

**Shares** means 11,500,000 fully paid Class M Shares of the Company held by the Vendor.

**Warranties** means the warranties stated in Schedule 1 and **Warranty** means any one of them.

#### 1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;

- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Sale and purchase of the Shares

The Vendor agrees to sell and the Purchaser agrees to purchase the Shares:

- (a) for the Purchase Price;
- (b) with all rights, including dividend and voting rights, attached or accrued to them on or after the date of this agreement;
- (c) free from any Encumbrance; and
- (d) with effect on and from Completion.

## 3. Completion

### 3.1 Time and place

Completion will take place at 11am on the Completion Date at the offices of Minter Ellison at Level 19, 88 Phillip Street, Sydney, or another time and place agreed by the parties (including by facsimile, electronic transmission and/or post).

### 3.2 Vendor's obligations

At or before Completion the Vendor must deliver to the Purchaser:

- (a) duly executed and completed transfers of the Shares in favour of the Purchaser of the Shares in registrable form (except for the impression of stamp duty or other taxes of a similar nature) together with the relevant share certificates (if any);
- (b) produce to the Purchaser any power of attorney or other authority under which the transfers of the Shares are executed; and
- (c) such other documents as may be reasonably required to vest title to the Shares in the Purchaser, and to enable the Purchaser to become the registered holder of the Shares.

### 3.3 Purchaser's obligations

At Completion the Purchaser must pay the Purchase Price to the Vendor by bank cheque, telegraphic transfer to an account or accounts nominated by the Vendor or otherwise in immediately available cleared funds.

### 3.4 Simultaneous actions at completion

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent;
- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date; and
- (c) the Purchaser need not complete the purchase of any Shares unless the purchase of all Shares is completed simultaneously.

### 3.5 Conduct until the Shares are registered

After Completion and until the Shares are registered in the name of the Purchaser, the Vendor must:

- (a) comply with the lawful written directions of the Purchaser as if the Purchaser were the registered holder of the Shares;
- (b) account to the Purchaser:
  - (i) any distribution or return of any capital by the Company to its members; and
  - (ii) any dividends or other distributions of the Company's profits paid by the Company,

within 10 Business Days of such distribution or payment being made by or on behalf of the Company.

## 4. Warranties

### 4.1 Representations by Vendor

The Vendor represents and warrants to the Purchaser that each of the Warranties is true and accurate at the date of this agreement and will be true and accurate on each day up to and including the Completion Date.

### 4.2 Separate Promises

Each Warranty is a separate representation and warranty the interpretation of which is not limited or restricted by any other Warranty.

**4.3 After Completion**

Each of the Warranties remains in full force and effect on and after Completion despite Completion.

**4.4 Purchaser to give notice of Claim**

If any facts arise to the knowledge of the Purchaser which might give rise to a Claim under the Warranties, the Purchaser must promptly give written notice of the Claim to the Vendor setting out reasonable particulars of the Claim.

**4.5 Payment for breach**

A payment made for a breach of any Warranty is to be treated as an equal reduction in the purchase price for each Share.

**4.6 Mutual warranties**

Each party warrants to the other that it has the power and lawful authority to enter into and perform this agreement and this agreement constitutes a legal, valid and binding obligation on it, enforceable in accordance with its terms.

**5. GST****5.1 Interpretation**

In this clause 5, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

**5.2 GST gross up**

If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 5.2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

**5.3 Reimbursements**

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 5.2.

**6. Notices and other communications****6.1 Service of notices**

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

**6.2 Effective on receipt**

A Notice given in accordance with clause 6.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from a place outside Australia);



- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## **7. Miscellaneous**

### **7.1 Alterations**

This agreement may be altered only in writing signed by each party.

### **7.2 Approvals and consents**

Except where this agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

### **7.3 Assignment**

A party may only assign this agreement or a right under this agreement with the prior written consent of each other party.

### **7.4 Costs**

Each party must pay its own costs of negotiating, preparing and executing this agreement.

### **7.5 Stamp duty**

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this agreement or any transaction contemplated by this agreement, must be paid by the Purchaser.

### **7.6 Survival**

Any indemnity or any obligation of confidence under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

### **7.7 Counterparts**

This agreement may be executed in counterparts (including by way of facsimile or electronic transmission). All executed counterparts constitute one document.

### **7.8 No merger**

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

### **7.9 Entire agreement**

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### **7.10 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.

**7.11 Severability**

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the term of this agreement continue in force.

**7.12 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**7.13 Relationship**

Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

**7.14 Confidentiality**

A party may only use confidential information of another party for the purposes of this agreement, and must keep the existence and the terms of this agreement and any confidential information of another party confidential except where:

- (a) the information is public knowledge (but not because of a breach of this agreement) or the party has independently created the information;
- (b) disclosure is required by law or a regulatory body (including a relevant stock exchange); or
- (c) disclosure is made to a person who must know for the purposes of this agreement on the basis that the person keeps the information confidential.

**7.15 Governing law and jurisdiction**

This agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

## Schedule 1 - Warranties

---

1. Each of the Shares has been duly issued and is fully paid up.
2. The Vendor is the beneficial owner and registered holder of the Shares free from any Encumbrance.

## Signing page

EXECUTED as an agreement.

Executed by Bundaberg Sugar Limited in accordance with Section 127 of the Corporations Act 2001 in the presence of

Signature of director

←

Signature of director/company secretary  
(Please delete as applicable)

←

Name of director (print)

Name of director/company secretary (print)

Executed by CSR Limited by its Attorneys who state that at the date of their execution hereof they have had no notice of the revocation of the Power of Attorney dated 1 August 2006 and Registered No. Book 4495 No.17 under the authority of which they have executed this instrument

Signature of witness

Paul Beattie  
Name of witness (print)

←

Signature

Cathie Beattie  
Name of signatory (print)

←

Paul Beattie  
Paul Beattie

P. McGowan  
Peter McGowan