

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 The Maryborough Sugar Factory Limited
ACN/ARSN (if applicable) 009 658 708

There was a change in the interests of the substantial holder on 17/04/2008

The previous notice was given to the company on 19/11/2007

The previous notice was dated 19/11/2007

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)
M Class - The Maryborough Sugar Factory Limited ("MSF")	2,270,124	0.63%	2,270,124	0.63%
G Class - MSF	11,297,168	3.14%	11,297,168	3.13%
G Class - M.S.F. Investments Pty Ltd	434,649	0.12%	2,393,406	0.66%
G Class - M.S.F. Investments Pty Ltd as trustee for Anthoan Pty Ltd	7,636,616	2.12%	7,636,616	2.12%
G Class - Anthoan Pty Ltd	Nil (Anthoan not previously a MSF subsidiary)	Nil (Anthoan not previously a MSF subsidiary)	11,515,155	3.20%
Total	21,638,557	6.01%	35,112,469	9.75%

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
17 April 2008	The Maryborough Sugar Factory Limited ("MSF")	MSF acquired a relevant interest in the shares held by Anthoan Pty Ltd upon acquiring all the shares in Anthoan Pty Ltd from Anthony Charles Sloan as trustee for Willie Nille Pty Ltd pursuant to the Option to Purchase Shares - Anthoan Pty Ltd deed dated 31 January 2008 and completed on 17 April 2008. See Annexure A.	\$16,881,159.00 paid by MSF to Anthony Charles Sloan as trustee for Willie Nille Pty Ltd	G Class - 11,515,155	11,515,155

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
MSF	MSF	MSF	Registered holder of securities	M Class - 2,270,124	2,270,124
MSF	MSF	MSF	Registered holder of securities	G Class - 11,297,168	11,297,168
M.S.F. Investments Pty Ltd	M.S.F. Investments Pty Ltd	M.S.F. Investments Pty Ltd	Registered holder of securities who is an associate of MSF	G Class - 2,393,406	2,393,406
M.S.F. Investments Pty Ltd	M.S.F. Investments Pty Ltd	M.S.F. Investments Pty Ltd as trustee for Anthoan Pty Ltd	Registered holder of securities who is an associate of MSF as trustee for Anthoan Pty Ltd	G Class - 7,636,616	7,636,616
Anthoan Pty Ltd	Anthoan Pty Ltd	Anthoan Pty Ltd	Registered holder of securities who is an associate of MSF	G Class - 11,515,155	11,515,155

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
Anthoan Pty Ltd	Subsidiary of The Maryborough Sugar Factory Limited

6. Addresses

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

Name	Address
The Maryborough Sugar Factory Limited	114-116 Kent Street, Maryborough QLD 4560
M.S.F. Investments Pty Ltd	114-116 Kent Street, Maryborough QLD 4560
Anthoan Pty Ltd	114-116 Kent Street, Maryborough QLD 4560

Signature

print name Greg Clarey

Capacity: Company Secretary

sign here



date 18 / 04 /2008

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 of 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.

SUGAR TERMINALS LIMITED
ACN 084 059 601

Annexure 'A'

This is annexure "A" of 29 pages referred to in form 604: Notice of change of interest of substantial holder

.....8/04/2008 (date)

A handwritten signature in black ink, appearing to be 'Greg Clarey', written over a dotted line.

.....
(signature)

.....Greg Clarey.....
(name)

MALLESONS STEPHEN JAQUES

Option to Purchase Shares - Anthoan Pty Ltd

Dated *31 January* 2008

Anthony Charles Sloan as trustee for Wille Nille Pty Ltd
(ACN 088 099 825) ("**Seller**")

The Maryborough Sugar Factory Limited (ACN 009 658 708) ("**Buyer**")

Mallesons Stephen Jaques

Level 30

Waterfront Place

1 Eagle Street

Brisbane Qld 4000

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Option to Purchase Shares - Anthoan Pty Ltd

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Option to Purchase Shares - Anthoan Pty Ltd

Details

Interpretation – definitions and rules for interpretation are at the end of the General terms

Parties	Seller and Buyer	
Seller	Name	Anthony Charles Sloan as trustee for Willie Nille Pty Ltd (ACN 088 099 825)
	Address	28 Beatty Street, Balgowlah Heights, New South Wales 2093
	Telephone	(02) 9251 4100
	Fax	(02) 9240 9821
Buyer	Name	The Maryborough Sugar Factory Limited
	ACN	009 658 708
	Address	114 - 116 Kent Street, Maryborough, Queensland 4650
	Telephone	(07) 4121 1100
	Fax	(07) 4121 1139
Recitals	A	The Seller is the registered holder of the Shares and has agreed to grant to the Buyer an option to purchase the Shares on the terms of this deed.
Date of deed	See Signing page	

Option to Purchase shares - Anthoan Pty Ltd

General terms

1 Consideration and grant of option

1.1 Consideration

- (a) On the date of this deed, the Buyer must pay the Option Fee to the Seller in immediately available funds.
- (b) In consideration of the payment of the Option Fee by the Buyer to the Seller and subject to the shareholders of the Buyer approving the grant of the Option, the Seller grants to the Buyer the Option to purchase the Shares for the Purchase Price, on the terms set out in this deed.

1.2 Option Fee

If the Option is not exercised, the Option Fee is forfeited to the Seller.

2 Right to exercise the Option

The Option may only be exercised by the Buyer during the period commencing on the Option Commencement Date and ending at 4:00pm on the Option Expiry Date ("Option Period").

3 Seller's rights

- (a) Until the time that the Option is exercised and thereafter until Completion, the Seller may continue to exercise all its rights as the holder of the Shares, including:
 - (i) to attend and vote at all general meetings of the Company; and
 - (ii) to retain all dividends and other distributions by the Company.
- (b) Without limiting clause 3(a), the parties acknowledge that the Company may pay a pre-completion dividend to the Seller in respect of any dividends or other payments made to the Company as a holder of the Sugar Shares or Isis Shares prior to the Completion Date.

4 Exercise of Option

4.1 Exercise of Option

If the Buyer wishes to exercise the Option, the Buyer must, before the end of the Option Period, deliver to the Seller a notice in writing indicating that it wishes to exercise the Option.

4.2 When the Option is taken to be exercised

The Option is taken to be exercised on the date when the document specified in clause 4.1 is delivered to the Seller ("**Option Exercise Date**").

4.3 Binding agreement

If the Buyer exercises the Option, a binding agreement is then immediately created for the sale and transfer of the Shares by the Seller to the Buyer on the terms of this deed.

4.4 Termination of Option

- (a) Except where the Option has been exercised in accordance with clause 4.1, this deed will automatically terminate at 5pm on the Option Expiry Date.
- (b) If this deed is terminated under paragraph (a), then in addition to any other rights provided by law:
 - (i) each party is released from its obligations to continue performance under this deed except those imposing obligations of confidentiality; and
 - (ii) each party retains its rights against any other party in respect of any past breach.

5 Co-operation during Option Period

During the Option Period, the Seller agrees to procure that the Company allows at all reasonable times and subject to receiving reasonable notice, the Buyer, its employees and advisers full access to such records, key employees, advisers and operations of the Company as will allow them to complete necessary investigations and valuations to ascertain whether it will exercise the Option.

6 Conditions Precedent

6.1 Conditions Precedent to Completion

Completion of the sale and purchase of the Shares is conditional upon satisfaction or waiver of the following conditions precedent ("**Conditions Precedent**"):

- (a) the Seller paying or procuring that the Company pays all outstanding liabilities of the Company as at Completion including:

- (i) trade creditor liabilities, which relate to the period prior to Completion; and
 - (ii) Tax liabilities, which are due and payable on or before the Completion Date;
- (b) the Buyer obtaining shareholder approval for the purpose of ASX Listing Rules 10.1 and 10.5 for the grant of the Option, the exercise of the Option and the purchase of the Shares under this deed;
- (c) there being no material adverse change in the business of the Company or the assets of the Company between the Option Exercise Date and the Completion Date; and
- (d) either:
 - (i) the Treasurer of the Commonwealth of Australia (or his delegate) providing written advice without conditions that there are no objections under Australia's foreign investment policy to the proposed acquisition by the Buyer of the Shares; or
 - (ii) following notice of the proposed acquisition of the Shares having been given by the Buyer to the Treasurer of the Commonwealth of Australia under the Foreign Acquisitions and Takeovers Act 1975 (Cwlth), the Treasurer of the Commonwealth of Australia ceasing to be empowered to make any order under Part II of that Act because of lapse of time.

6.2 Satisfaction of Conditions Precedent

- (a) The Buyer will use its best endeavours to satisfy the Conditions Precedent contained in clauses 6.1(b) and (d) as soon as practicable after the Option Exercise Date.
- (b) The Seller will use its best endeavours to satisfy the Condition Precedent contained in clause 6.1(a) as soon as practicable after the Option Exercise Date.
- (c) Without limiting clause 6.2(a) above, within 10 Business Days of the Option Exercise Date, the Buyer must have:
 - (i) issued a notice of meeting to its shareholders in order to call a shareholders meeting for the purpose of satisfying the Condition Precedent contained in clause 6.1(b); and
 - (ii) applied in writing to the Treasurer of the Commonwealth of Australia in order to satisfy the Condition Precedent contained in clause 6.1(d).

6.3 Failure to satisfy Conditions Precedent

If the Conditions Precedent are not satisfied, or waived by the Buyer, within 20 days after the Option Exercise Date, then the Seller or the Buyer may, subject to their compliance with clause 6.2, terminate this deed by giving written notice to the other party.

6.4 Effect of termination

If this deed is terminated under clause 6.3, then in addition to any other rights provided by law:

- (a) each party is released from its obligations to continue performance under this deed except those imposing obligations of confidentiality; and
- (b) each party retains its rights against any other party in respect of any past breach.

7 Completion of transfer of Shares

7.1 Completion

Completion of the sale and purchase of the Shares will take place on the Completion Date at such place and time as the Seller and the Buyer agree in writing.

7.2 Seller's obligations on Completion

At Completion, the Seller agrees to deliver to the Buyer:

- (a) a completed transfer form for the Shares in favour of the Buyer, in registrable form (but unstamped), duly executed by the Seller;
- (b) all share certificates for the Shares;
- (c) the Records and the common seal (if any) of the Company;
- (d) duly completed bank authorities directed to the bankers of the Company authorising the operation of each of its bank accounts by nominees of the Buyer and terminating the authority of each of the present signatories;
- (e) the written resignation of Anthony Charles Sloan as sole director, secretary and public officer of the Company, acknowledging that:
 - (i) he has no claim for fees, entitlements, salary or compensation for loss of office or otherwise against the Company; and
 - (ii) there is no agreement, arrangement or understanding under which the Company has, or could have, any obligation to him; and
- (f) any other documents as the Buyer reasonably requires to enable it to become the registered owner of the Shares.

7.3 Buyer's obligations on Completion

At Completion, the Buyer agrees to pay the Purchase Price to the Seller in accordance with clause 8.2.

7.4 Board meeting

On the Completion Date, the Seller must cause a board meeting of the Company to be held and at that meeting procure that it is resolved that:

- (a) such persons as the Buyer notifies to the Seller are appointed as directors of the Company with effect from Completion, subject to the receipt of duly signed consents to act from such persons;
- (b) such persons as the Buyer notifies to the Seller are appointed as the secretary and public officer of the Company with effect from Completion, subject to the receipt of duly signed consents to act from such persons;
- (c) the resignation delivered to the Buyer under clause 7.2(e) is accepted with effect from Completion;
- (d) the signatories of any bank accounts maintained by the Company are changed with effect from Completion to those notified by the Buyer not less than three Business Days prior to the Completion Date; and
- (e) the transfer of the Shares to the Buyer (subject to the payment of any stamp duty on the instruments of transfer which must be borne by the Buyer), the cancellation of the existing share certificates for the Shares and the delivery by the Company to the Buyer of new share certificates for the Shares in the name of the Buyer are each approved.

7.5 Interdependence of obligations

The obligations of the parties in relation to Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery or payment is to be taken to have been made until all deliveries and payments have been made.

7.6 Seller's assistance

The Seller must execute, and must use reasonable endeavours to procure that any other necessary party, executes all such documents and does all such acts and things as the Buyer may reasonably require for transferring to the Buyer the legal and beneficial ownership of the Shares.

8 Payment of the Purchase Price

8.1 Purchase Price

The purchase price for the Shares is \$16,881,159 which is made up as follows:

Component	Amount
Shares held in Sugar Terminals Limited (ACN 084 059 601) (19,151,771 shares @ 83 cents per share)	\$15,895,970
Shares held in Isis Central Sugar Mill Company Limited (ACN 009 657 078) (179,126 shares @ \$1.50 per share)	\$268,689
Farm Assets, comprising:	
• Farm - 60HA @ \$7,000 per HA	\$420,000
• Water Allocation - 142 ML @ \$750 per ML	\$106,500
• Sugar Crop (23 HA @ 65 tonnes per HA @ \$18 per tonne, less harvest and freight)	\$15,000
• Peanut Crop (25 HA @ 5 tonnes per HA @ \$800 per tonne, less harvest and freight)	\$75,000
• House	\$75,000
• Equipment	\$25,000
Total Farm Assets	\$716,500
Total Purchase Price	\$16,881,159 (exclusive of GST)

8.2 Payment of Purchase Price

The Purchase Price (as adjusted in accordance with clause 9) is to be paid at Completion, by way of bank cheque drawn in favour of the Seller or such other method which the Buyer agrees with the Seller in writing at least 2 Business Days prior to the Completion Date.

9 Employees

The Buyer acknowledges that:

- (a) Zeth Read is currently employed by the Company; and
- (b) Zeth Read is currently entitled to occupy the premises located at Voss Road, Childers, QLD 4660, under a separate lease agreement.

In consideration of the Buyer assuming liability for future employee entitlements of Zeth Read, the Purchase Price will be reduced by an amount equal to the value of the employee entitlements to which Zeth Read is entitled as at the Completion Date.

10 Seller as trustee

10.1 Trustee acknowledgement

The Seller acknowledges that it enters into this deed in its capacity as trustee for Willie Nille Pty Ltd (ACN 088 099 825).

10.2 Trustee representations and warranties

The Seller represents and warrants to the Buyer, that:

- (a) it is the only trustee in respect of the Shares and no action has been taken or is proposed to remove it as trustee for Willie Nille Pty Ltd (ACN 088 099 825) in respect of the Shares;
- (b) it has the power under the terms of the trust to enter into and comply with its obligations under this deed including the power to sell the Shares;
- (c) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained and the terms of this deed are fair and reasonable;
- (d) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
- (e) it is not, and has never been, in default under the terms of the trust;
- (f) no action has been taken or proposed to terminate the trust; and
- (g) it has complied with its obligations in connection with the trust.

10.3 Restrictions

Until all obligations under this deed are discharged, the Seller may not, without the consent of the Buyer, do anything which:

- (a) effects or facilitates the retirement, removal or replacement of Anthony Charles Sloan as trustee for Willie Nille Pty Ltd (ACN 088 099 825) with respect to the Shares;
- (b) could restrict the Seller's right of indemnity from the trust assets in respect of obligations incurred by the Seller under this deed;
- (c) could restrict or impair the ability of the Seller to comply with its obligations under this deed;
- (d) effects or facilitates the termination of the trust arrangements;
- (e) effects or facilitates the variation of the terms of the trust arrangements;
- (f) effects or facilitates the resettlement of the trust funds; or
- (g) could result in the trust assets being mixed with other property.

11 Representations, warranties and acknowledgements

11.1 Warranties and representations of the Seller

The Seller represents and warrants to the Buyer as at each of the date of this deed and the Completion Date, that:

- (a) it has all the power and lawful authority to execute and deliver this deed and to consummate and perform or cause to be performed its obligations under this deed;
- (b) the Seller is the legal owner and registered holder of the Shares which:
 - (i) constitute all the issued share capital of the Company;
 - (ii) are and will, on Completion, be free and clear of all Encumbrances and other third party interests or rights; and
 - (iii) are fully paid without any money owing in respect of them;
- (c) there are no options, agreements, or understandings (whether exercisable now or in the future and whether contingent or otherwise) which entitle or may entitle any other person to call for the purchase or transfer of the Shares or any other share or security (debt or equity) of the Company;

- (d) the Company is the legal and beneficial owner and registered holder of:
 - (i) the Isis Shares; and
 - (ii) the Sugar Shares,
 which:
 - (iii) are and will, on Completion, be free and clear of all Encumbrances and other third party interests or rights; and
 - (iv) are fully paid without any money owing in respect of them;
- (e) the Company is not a party to any options, agreements, or understandings (whether exercisable now or in the future and whether contingent or otherwise) which entitle or may entitle any person to call for the purchase or transfer of the Isis Shares and/or Sugar Shares;
- (f) the Farm Assets:
 - (i) are legally and beneficially owned by the Company;
 - (ii) are fully paid for;
 - (iii) are in the possession of the Company; and
 - (iv) are free and clear from all Encumbrances or security interests of any description;
- (g) the Company has paid all rent, rates and other amounts presently payable in respect of the Farm Assets;
- (h) the Company:
 - (i) has full power to own the Farm Assets, the Isis Shares and the Sugar Shares, and the business and to carry on the business as it is currently conducted;
 - (ii) is not registered and is not required to be registered in any place outside its place of incorporation; and
 - (iii) is duly incorporated and validly exists under the laws of the place of its incorporation;
- (i) all outstanding borrowings of the Company will be paid out at or prior to the Completion Date;

- (j) as far as the Seller is aware, the Company has created and maintained adequate and correct records to enable it to comply with its obligations to:
 - (i) prepare and submit any information, notices, computations, returns and payments required in respect of any Tax Law;
 - (ii) prepare any accounts necessary for the compliance of any Tax Law; and
 - (iii) retain necessary records as required by any Tax Law,

(including, but not limited to, records setting out the cost base and reset cost base of each asset of the Company);
- (k) as far as the Seller is aware, all copies of any information, notice or return submitted to any Authority by the Company in respect of any Tax which have been supplied by the Seller or the Company to the Buyer are true and complete copies of the originals;
- (l) any information, notice, computation and return which has been submitted by the Company to any Authority in respect of any Tax:
 - (i) discloses all material facts that must be disclosed under any Tax Law; and
 - (ii) is not misleading in any material respect;
- (m) all Tax returns or any other document required by law (including, but not limited to, all laws imposing or relating to income tax, fringe benefits tax, goods and services tax, payroll tax, group tax, land tax, water and municipal rates and stamp and customs duty) to be lodged or filed by the Company prior to the Completion Date, have been, or will be duly lodged or filed;
- (n) all Taxes, levies, assessments, contributions, fees, rates, duties, and other governmental or municipal charges or impositions (other than those which may be still paid without penalty or interest) for which the Company is liable, including any penalty or interest, have been paid;
- (o) the Commissioner of Taxation or any other Authority is not at present conducting or proposing to conduct, any investigation or audit into all or any part of the business or affairs of the Company;
- (p) there is no unresolved dispute between the Company and the Commissioner of Taxation or any other Authority;
- (q) as far as the Seller is aware, there are no circumstances which, if known to the Commissioner of Taxation or Authority, would give rise to a dispute with the Commissioner of Taxation or Authority;
- (r) as far as the Seller is aware, all documents and transactions entered into by the Company which are required to be stamped have been duly stamped;

- (s) the Company will not have a franking account deficit immediately after Completion. No act or omission of the Company at or before Completion will cause the Company to be liable for franking tax immediately after Completion; and
- (t) there will not be any franking debits to the Company's franking account after Completion that relates to a transaction or arrangement entered into at or before Completion.

11.2 Warranties and representations of the Buyer

The Buyer represents and warrants to the Seller that on the date of this deed that:

- (a) it is validly existing under the laws of its jurisdiction and incorporation;
- (b) it has all the power to enter into and perform its obligations under this deed and has obtained all necessary consents and corporate authorisations to enable it to do so;
- (c) subject to the shareholders of the Buyer approving the grant of the Option, the execution and delivery of this deed has been properly authorised by all necessary corporate action; and
- (d) this deed does not contravene its constituent documents or any law or obligation by which it is bound.

11.3 Seller's covenant

The Seller covenants that, without the consent of the Buyer (such consent not to be unreasonably withheld or delayed), from the Option Commencement Date to the Completion Date (if the Option is exercised) or the Option Expiry Date (if the Option is not exercised), it will:

- (a) not Encumber or otherwise deal with the Shares other than as permitted by this deed;
- (b) ensure that the Company does not make any equity distributions to the Seller, other than as contemplated under clause 3 of this deed;
- (c) ensure that the Company does not acquire, lease, licence or dispose of, or enter into any agreement to acquire, lease, licence or dispose of, any of its assets, other than in the ordinary course of business;
- (d) ensure that the Company will continue to operate its business in accordance with normal operating practices;
- (e) ensure that the Company does not Encumber or otherwise deal with any of its assets;

- (f) ensure that the Company does not enter into, or amend in a material respect, or terminate, any contract requiring payments over the term of the contract in excess of \$75,000, or enter into (or make any binding offer to enter into) any other obligation which is not in the ordinary course of business;
- (g) ensure that the Company does not enter into any employment contract, or renew or amend any existing employment contract (including with regard to superannuation benefits);
- (h) ensure that the Company does not cancel (or enter into any arrangement to cancel) any indebtedness for money owed to it, or waive any claim or right; and
- (i) ensure that the Company does not make any capital expenditure in excess of \$75,000 in aggregate.

11.4 Reduction in Purchase Price

If payment is made for breach of any representation or warranty by the Seller, the payment is to be treated as a reduction in the Purchase Price.

12 Seller's indemnity

12.1 Indemnity for breach of warranty

Subject to the limitations set out in clause 12.3, the Seller indemnifies the Buyer from and against any loss or damage suffered by the Buyer as a direct result of any breach of a warranty set out in clause 11.1 or breach of covenant set out in clause 11.3 by the Seller.

12.2 Tax indemnity

The Seller indemnifies the Buyer against, and must pay the Buyer the amount of, any Tax payable by the Company to the extent that the Tax relates to any taxable amount received by the Company or transaction undertaken by the Company on or before Completion.

12.3 Claim limits

- (a) The Seller will not be liable for any Claim (other than a Tax Claim) in connection with this deed, unless the Buyer has given written notice of such Claim to the Seller before the date which is 12 months after the Completion Date.
- (b) The Seller will not be liable for any Tax Claim in connection with this deed unless the Buyer has given written notice of such Tax Claim to the Seller before the expiry of the statutory time period for which the Commissioner of Taxation or any Authority can bring a claim.

- (c) The Buyer may not bring any Claim:
 - (i) unless the amount of the Claim exceeds \$25,000 (“**Qualifying Claim**”), in which case the Claim may be brought for the Qualifying Claim and not just the amount in excess of \$25,000; and
 - (ii) unless the aggregate of all Qualifying Claims exceeds \$100,000, in which case the Claim may be brought for each Qualifying Claim and not just the amount in excess of \$100,000.
- (d) The maximum aggregate amount which may be recovered from the Seller for all Claims is limited to the Purchase Price.

13 Power of attorney

13.1 Appointment of attorney

Subject to Completion occurring, the Seller appoints the Buyer to be its attorney from the Completion Date until the Shares are registered in the name of the Buyer.

13.2 Powers of Buyer

The Buyer may do in the name of the Seller and on its behalf everything necessary or expedient, in the Buyer’s sole discretion, to:

- (a) transfer the Shares;
- (b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attaching to the Shares;
- (c) receive any dividend or other entitlement paid or credited to the Seller in respect of the Shares; and
- (d) do any other act or thing in respect of the Shares or the Company.

13.3 Declaration by Seller

The Seller declares that all acts and things done by the Buyer in exercising powers under this power of attorney will be as good and valid as if they had been done by the Seller and agrees to ratify and confirm whatever the Buyer does in exercising powers under this power of attorney.

13.4 Valuable consideration

The Seller declares that this power of attorney of the Buyer is given for valuable consideration and is irrevocable from the date of this power of attorney until the Shares are registered in the name of the Buyer.

13.5 Express authorisation

The Buyer is expressly authorised to do any act as a result of which a benefit is conferred on it.

14 Announcements

Neither the Seller nor the Buyer may make any announcement save as required by law or the rules of an applicable stock exchange in relation to this deed or the matters contemplated by this deed without the prior written approval of the other party, which approval must not be unreasonably withheld or delayed.

15 Exclusivity

- (a) In consideration of the Buyer entering into this deed, the Seller agrees with the Buyer that the Seller will not (and will procure that no employee, agent or adviser of the Seller will) directly or indirectly (and whether alone or with any other person) sell, transfer, dispose or assign any interest, whether legal or equitable, in the Shares or negotiate, solicit or entertain any offer or enter into any agreement with any person in relation to the Shares during the Option Period and if the Buyer exercises the Option, until the Completion Date.
- (b) The Seller acknowledges that the above prohibitions and restrictions are reasonable and necessary in the circumstances to protect the interests of the Buyer and that damages are not an adequate remedy to compensate the Buyer if the Seller breaches any of the above prohibitions or restrictions.

16 Confidentiality

All information exchanged between the parties under or in connection with this deed, including the existence of and terms of this deed, is confidential to them and may not be disclosed to any person except:

- (a) to employees, legal advisers, auditors or other consultants of the party or its related bodies corporate requiring the information for the purposes of this deed or the transactions contemplated by it;
- (b) with the consent of the party who supplied the information;
- (c) if required by law;
- (d) if strictly and necessarily required in connection with legal proceedings related to this deed; or
- (e) if the information is generally and publicly available other than as a result of a breach of confidence by the person receiving the information.

17 Notices

17.1 General

A notice, demand, certification, process, consent, approval, waiver or other communication relating to this deed must be in writing, in English and may be given by an agent of the sender.

17.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current address for notices;
- (c) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by fax to the party's current fax number for notices.

17.3 Particulars for delivery of notices

The particulars for delivery of notices are initially those set out in the Details. Each party may change its particulars for delivery of notices by notice to each other party.

17.4 Communications by post

Subject to clause 17.6, a communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting; or
- (b) in any other case, ten Business Days after posting.

17.5 Communications by fax

Subject to clause 17.6, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

17.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

17.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this deed may be served by any method contemplated by this clause 17 or in accordance with any applicable law.

18 Goods and services tax (GST)

18.1 Consideration does not include GST

The consideration specified in this deed does not include any amount for GST.

18.2 Recovery of GST

If a supply under this deed is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

18.3 Time of payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

18.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

18.5 Reimbursement

If a party is entitled to be reimbursed or indemnified under this deed, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

19 Miscellaneous

19.1 Stamp Duty

Unless otherwise stated in this deed, the Buyer as between the parties is liable for and must pay all duty (including any fine or penalty except where it arises from default by the other party) on or relating to this deed, any document executed under it or any dutiable transaction evidenced or effected by it.

19.2 Legal costs and other expenses

Each party will pay their own Costs in relation to the preparation of this deed and the transactions contemplated by it.

19.3 Waiver and variation

A provision of or right created under this deed may not be waived or varied except in writing signed by the party or parties to be bound.

19.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this deed does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

19.5 Further assurances

Each party agrees, at its own expense, on the request of any other party, to do everything reasonably necessary to give effect to this deed and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

19.6 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

19.7 Assignment

A party must not assign or deal with any right under this deed or the Shares without the prior written consent of the other party.

19.8 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

19.9 Entire understanding

- (a) This deed contains the entire understanding between the parties as to the subject matter of this deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this deed are merged in and superseded by this deed and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by a party to the other:
 - (i) affects the meaning or interpretation of this deed; or
 - (ii) constitutes any collateral agreement, warranty or understanding between the parties.

19.10 Knowledge and belief

Any statement made by a party on the basis of its knowledge, information, belief or awareness, is made on the basis that the party has, in order to establish that the statement is accurate and not misleading in any material respect, made all reasonable enquiries of its officers, managers and employees who could reasonably be expected to have information relevant to matters to which the statement relates.

20 Interpretation

20.1 Definitions

The following words have these meanings in this deed unless the contrary intention appears.

Amount of the Consideration means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST exclusive market value of that consideration as reasonably determined by the supplier.

ASX means ASX Limited, Australian Securities Exchange or the Australian Stock Exchange as appropriate.

Authority means any Government Agency responsible for Tax, wherever situated.

Business Days means a day on which trading banks are open for general business in Brisbane, not being a Saturday or a Sunday.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise, including a Tax Claim.

Company means Anthoan Pty Ltd (ACN 111 085 422).

Completion means completion of the sale and purchase of the Shares in accordance with clause 6.1.

Completion Date means the date which is three Business Days after the satisfaction or waiver of the Conditions Precedent, or such other date as agreed in writing between the Seller and the Buyer.

Conditions Precedent has the meaning given to that term in clause 6.1.

Costs includes charges and expenses, including those incurred in connection with advisers.

Duty means any stamp, transaction or registration duty or similar charge which is imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount which is imposed in that regard.

Encumbrance means any mortgage, pledge, lien, charge, assignment, option, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement or any other arrangement having the same effect, and **Encumber** has a corresponding meaning.

Farm Assets means all of the crops, irrigation equipment, water rights and the house and land owned by the Company and located at Voss Road, Childers, QLD 4660.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity and includes any other person authorised by law to give consents or impose requirements.

GST has the meaning it has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Input Tax Credit has the meaning it has in the GST Act.

Isis Shares means 179,126 ordinary shares in the capital of Isis Central Sugar Mill Company Limited (ACN 009 657 078) beneficially held by the Company.

Material Form includes any form (whether visible or not) of storage from which reproductions can be made.

Option means the option to purchase the Shares granted by this deed.

Option Commencement Date means the date of this deed, or any other date as agreed between the Seller and Buyer.

Option Exercise Date has the meaning given to that term in clause 4.2.

Option Expiry Date means the date which is 80 days after the Option Commencement Date.

Option Fee means the sum of \$10,000.

Option Period has the meaning given to the term in clause 2.

Purchase Price means \$16,881,159 (as adjusted in accordance with clause 9) less the amount of the Option Fee.

Qualifying Claim has the meaning given to that term in clause 12.3 (c).

Records means originals and copies, in any Material Form of all books, files, reports, records, correspondence, documents and other material of or relating to or used in connection with the Company and includes:

- (a) minute books, statutory books and registers, books of account and copies of taxation returns;
- (b) sales literature, market research reports, brochures and other promotional material (including printing blocks, negatives, sound tracks and associated material);
- (c) all sales and purchasing records, contracts, designs and working papers;
- (d) spreadsheets, financial models and other business, financial or technical tools, records and documents;
- (e) all trading and financial records; and
- (f) lists of all regular suppliers and customers.

Shares means all of the ordinary share capital in the Company.

Sugar Shares means 19,151,771 G class shares in the capital of Sugar Terminals Limited (ACN 084 059 601) beneficially held by the Company.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Authority and includes, but is not limited to any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above including Duty.

Tax Claim means an assessment notice or amended assessment issued or action taken by or on behalf of an Authority whether before or after the date of this deed which relates to an act or omission of or occurrence affecting, the Company on or before the Completion Date.

Tax Invoice has the meaning it has in the GST Act.

Tax Law means any law with respect to or imposing any Tax or Duty.

20.2 Reference to certain general terms

In this deed, unless the contrary intention appears:

- (a) **(variation or replacement)** a reference to this deed or another instrument included any variation or replacement of either of them; and
- (b) **(reference to statutes)** 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; and

- (c) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them); and
- (d) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia; and
- (e) **(singular includes plural)** the singular includes the plural and vice versa; and
- (f) **(person)** the word person includes a firm, a body corporate, an unincorporated association or an authority; and
- (g) **(executors, administrators, successors)** a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
- (h) **(calculation of time)** if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive to that day; and
- (i) **(reference to a day)** a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (j) **(payment of money)** where a day specified by this deed for the payment of money falls on a Saturday, Sunday or a day appointed as a public holiday for the whole day, the day so specified will be taken to be the day preceding the day so specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

20.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

EXECUTED as a deed

Option to Purchase Shares - Anthoan Pty Ltd


Signing page

31 January
DATED: ~~30 January~~ 2008

SIGNED, SEALED AND
DELIVERED by ANTHONY
CHARLES SLOAN AS TRUSTEE
FOR WILLIE NILLE PTY LTD
(ACN 088 099 825) in the presence
of:

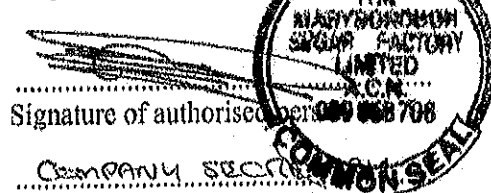

.....
Signature of witness

CHRIS BLOYHAM
.....
Name of witness (block letters)


.....
Signature of ANTHONY CHARLES
SLOAN

Option to Purchase Shares - Anthoan Pty Ltd

THE COMMON SEAL of THE
MARYBOROUGH SUGAR
FACTORY LIMITED is duly
affixed by authority of its directors in
the presence of:



Signature of authorised person 009 888 708

COMPANY SECRETARY
Office held

A. R. CLAREY
Name of authorised person (block
letters)

I. C. Sanford
Signature of authorised person

Director
Office held

IAN C. SANFORD
Name of authorised person (block
letters)