

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme **Sugar Terminals Limited**ACN/ARSN **084 059 601****1. Details of substantial holder (1)**Name **Black River Agriculture Fund 2 LP, Black River Agriculture Fund 2.1 LP, and their associates**ACN/ARSN (if applicable) **See 'Annexure A' of one page.**The holder became a substantial holder on **10/09/2015****2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
M Class Shares	32,730,150	32,730,150	9.09

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
One Tree Agriculture Pty Ltd	Acquisition of a relevant interest under s608(8) of the Corporations Act 2001 in anticipation of the performance of the agreements set out in 'Annexure B' of 34 pages, 'Annexure C' of 32 pages and 'Annexure D' of 6 pages.	32,730,150 M Class Shares
Black River Agriculture Fund 2 LP and entities that it controls (excluding One Tree Agriculture Pty Ltd)	A relevant interest under s608(3) (b) of the Corporations Act 2001 on the basis that they control One Tree Agriculture Pty Ltd	32,730,150 M Class Shares
Black River Agriculture Fund 2.1 LP	A relevant interest under s608(3) (a) of the Corporations Act 2001 on the basis that its voting power in an entity that controls One Tree Agriculture Pty Ltd is above 20%.	32,730,150 M Class Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Black River Agriculture Fund 2 LP and entities that it controls (including One Tree Agriculture Pty Ltd)	Mackay Sugar Limited	Mackay Sugar Limited	32,730,150 M Class Shares
Black River Agriculture Fund 2.1 LP	Mackay Sugar Limited	Mackay Sugar Limited	32,730,150 M Class Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
One Tree Agriculture Pty Ltd	10/09/2015	\$0.81 per share (rounded to nearest cent)	n/a	32,730,150 M Class Shares
Black River Agriculture Fund 2 LP and entities that it controls (excluding One Tree Agriculture Pty Ltd)	10/09/2015	n/a	n/a	32,730,150 M Class Shares
Black River Agriculture Fund 2.1 LP	10/09/2015	n/a	n/a	32,730,150 M Class Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
See 'Annexure A' of one page.	See 'Annexure A' of one page.

7. Addresses

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

Name	Address
See 'Annexure A' of one page.	See 'Annexure A' of one page.

Signature

print name *Rebecca Wilton* *Brent Bechtel-Drocher* Capacity

sign here *[Signature]* *[Signature]* date 14/09/2015

Drocher *Black River Investments Pty Ltd* *Black River Agriculture Fund 2.1 LP*
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 trustees 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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.

- (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) 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.

Annexure A

This is the annexure of one page marked 'Annexure A' mentioned in the Form 603 Notice of initial substantial holder signed by me and dated 14 September 2015.

Signature

print name

Rebecca Wilson - Director

capacity

Brent Bechtle
Black River Agricultural Fund 2 LP
2.1 LP
Director.

sign
here

[Handwritten Signature]

date

14/09/2015

Black River Investments P/L

Name (ACN, if applicable)	Address	Nature of Association
Black River Agriculture Fund 2 LP	9320 Excelsior Blvd., Hopkins, MN 55343, United States of America	Controls One Tree Agriculture Pty Ltd
Black River Agriculture Fund 2.1 LP	9320 Excelsior Blvd., Hopkins, MN 55343, United States of America	Controls One Tree Agriculture Pty Ltd
Black River Ag Fund 2 AUS Holdco LLC	9320 Excelsior Blvd., Hopkins, MN 55343, United States of America	Controls One Tree Agriculture Pty Ltd
Black River Ag Fund 2 Holdings (Australia) Pty Ltd (ACN 162 498 624)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controls One Tree Agriculture Pty Ltd
Black River Ag Fund 2 Investment (Australia) Pty Ltd (ACN 162 500 281)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controls One Tree Agriculture Pty Ltd
One Tree Agriculture Pty Ltd (ACN 168 726 592)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	n/a
Racecourse Projects Pty Ltd (ACN 162 510 438)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by an entity that controls One Tree Agriculture Pty Ltd
Vaucluse Agricultural Company Pty Ltd (ACN 169 297 705)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by an entity that controls One Tree Agriculture Pty Ltd
Corinella Farms Pty Ltd (ACN 606 876 653)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by an entity that controls One Tree Agriculture Pty Ltd

Annexure A

This is the annexure of one page marked 'Annexure A' mentioned in the Form 603 Notice of initial substantial holder signed by me and dated 14 September 2015.

Signature

print name

Rebecca Wilson - Director

capacity

Director.

sign here

RRWLL

date

14/09/2015

Black River Investments P/L

Name (ACN, if applicable)	Address	Nature of Association
Black River Agriculture Fund 2 LP	9320 Excelsior Blvd., Hopkins, MN 55343, United States of America	Controls One Tree Agriculture Pty Ltd
Black River Agriculture Fund 2.1 LP	9320 Excelsior Blvd., Hopkins, MN 55343, United States of America	Controls One Tree Agriculture Pty Ltd
Black River Ag Fund 2 AUS Holdco LLC	9320 Excelsior Blvd., Hopkins, MN 55343, United States of America	Controls One Tree Agriculture Pty Ltd
Black River Ag Fund 2 Holdings (Australia) Pty Ltd (ACN 162 498 624)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controls One Tree Agriculture Pty Ltd
Black River Ag Fund 2 Investment (Australia) Pty Ltd (ACN 162 500 201)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controls One Tree Agriculture Pty Ltd
One Tree Agriculture Pty Ltd (ACN 168 726 592)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	n/a
Racecourse Projects Pty Ltd (ACN 162 510 438)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by an entity that controls One Tree Agriculture Pty Ltd
Vaucluse Agricultural Company Pty Ltd (ACN 169 297 705)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by an entity that controls One Tree Agriculture Pty Ltd
Corinella Farms Pty Ltd (ACN 606 876 653)	Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	Controlled by an entity that controls One Tree Agriculture Pty Ltd

applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (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) 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.

Annexure B

This is the annexure of 34 pages marked 'Annexure B' mentioned in the Form 603 Notice of initial substantial holder signed by me and dated 14 September 2015.

I certify that the document set out in this Annexure B is a true copy of the original document.

Signature

print name

Rebecca Wilson - Director
Black River Project / L

capacity

**sign
here**



date

14/09/2015

Brent Beattie - Director
Black River Agricultural Ind 2 LP
2.1 LP



Allens & Linklaters

Mackay Sugar Limited
One Tree Agriculture Pty Ltd

Security Deed

STL Shareholding Trust

Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000 Australia
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

© Allens Australia 2019

Allens is an independent partnership operating in alliance with Linklaters LLP

Contents

1	Definitions and Interpretation	1
1.1	Definitions	1
1.2	Interpretation	5
1.3	Document or agreement	6
1.4	Benefit of security interest	6
1.5	Trust	6
1.6	Consents and opinion	6
2	Grant of Security Interest	6
2.1	Security interest – Collateral	6
2.2	Consideration	7
3	Dealing with Collateral	7
3.1	Restricted dealings	7
4	Covenant to Pay and Perform	7
5	Representations and Warranties	7
5.1	Security representations and warranties	7
5.2	Transaction Document representations and warranties	7
5.3	Trust representations and warranties	7
5.4	Marketable Securities representations and warranties	8
6	Undertakings	8
6.1	Security undertakings	8
6.2	Transaction Document undertakings	8
6.3	Trust undertakings	8
6.4	Marketable Securities undertakings	9
7	Further Assurances	10
8	Enforcement	10
8.1	Powers on enforcement	10
8.2	Receivership	11
8.3	Termination	12
9	Power of Attorney	12
10	Completion of Documents	12
11	Performance of Grantor's Obligations	12
12	Inspection	12
13	Statutory Powers and Notices	13
13.1	Powers in augmentation	13
13.2	Exclusion of PPSA provisions	13
13.3	Exercise of Powers by Secured Party	13
13.4	No notice required unless mandatory	13
14	Application of Money Received	14
14.1	Order	14
14.2	Money actually received	14
14.3	Amounts contingently due	14
14.4	Notice of subsequent Securities	15
14.5	Conversion of currencies on application	15
15	Other Securities Over Collateral	15
16	Protection of Beneficiaries, Controllers and Attorneys	15

17	Protection of Third Parties	16
17.1	No enquiry	16
17.2	Receipt	16
18	Expenses, Indemnity	16
18.1	Expenses	16
18.2	Indemnity	17
18.3	Limit on reimbursement and indemnity	17
19	Certificate as to Amount of Secured Money	17
20	Rights affecting STL Shares	17
20.1	Failure by Grantor to complete	17
20.2	Restriction on disposal of STL Shares	17
21	Additional Obligations	18
21.1	Use of funds	18
21.2	Voting of STL Shares	18
21.3	Control Transaction	18
22	Survival of Obligations	18
23	Continuing Security	19
24	Other Securities	19
25	Waivers, Remedies Cumulative	19
26	Severability of Provisions and Collateral	19
26.1	Severability of provisions	19
26.2	Restricted Collateral	19
27	Moratorium Legislation	19
28	Assignments	20
29	Notices	20
30	Confidentiality	20
30.1	Confidentiality	20
30.2	Permitted disclosure	20
30.3	Survival of obligation	21
31	Authorised Officers	21
32	Governing Law and Jurisdiction	21
33	Third Party Provisions	21
33.1	Security not to be affected	21
33.2	Principal and independent obligation	22
33.3	No marshalling	22
33.4	No competition	22
33.5	Suspense of amounts received	23
33.6	Rescission of payment	23
33.7	Variation	23
33.8	Indemnity	24
34	Set-Off	24
35	Counterparts	24
36	Acknowledgment by Grantor	24
	Schedule 1 – Powers on Enforcement	25
	Schedule 2 – Notice Details	27

This Deed is made on 10 September 2015

Parties

- 1 **Mackay Sugar Limited** (ACN 057 463 671), in its capacity as trustee of the STL Shareholding Trust, of Racecourse Mill, Peak Downs Highway, Mackay Qld 4740 (the **Grantor**).
- 2 **One Tree Agriculture Pty Ltd** (ACN 168 726 592) of Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000 (the **Secured Party**).

It is agreed as follows:

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Attorney means any attorney appointed under this Deed.

Authorisation includes:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a Government Agency; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

Authorised Officer means:

- (a) in respect of the Grantor, any director or secretary, or any person from time to time nominated as an Authorised Officer by the Grantor by a notice to the Secured Party accompanied by certified copies of signatures of all new persons so appointed; and
- (b) in respect of the Secured Party or a Beneficiary, any person whose title or acting title includes the word **Chief, Counsel, Executive, Head, Manager, Director** or **President** or cognate expressions, or any secretary or director or any lawyer acting for a Beneficiary.

Beneficiary means:

- (a) the Secured Party;
- (b) any other person which the Grantor and the Secured Party agree is to be a Beneficiary for the purposes of this Deed; or
- (c) any successor, substitute or assign of any of the above.

Company means Sugar Terminals Limited (ACN 084 059 601).

Collateral means:

- (a) all the present and after-acquired STL Shares in which at any time the Grantor has a sufficient right, interest or power to grant a security interest and any Proceeds of any of the Collateral (including Proceeds), but for the avoidance of doubt does not include any shares in STL acquired by Mackay Sugar Limited as a result of the Subscription Rights (as that term is defined in the Trust Deed);
- (b) all present and after acquired Trust Property; and

- (c) all of the Grantor's right, title and interest under the Transaction Documents, except for the Grantor's right under clauses 3.2 and 3.5 of the Subscription and Option Agreement but only to the extent (and for the duration) necessary to allow the Grantor to exercise its right under clause 8.1(c)(i). To avoid doubt, this exception ceases to apply if the Grantor has failed to exercise its right and perform its corresponding obligations under clause 3.5 of the Subscription and Option Agreement within the period specified in clause 8.1(c)(i).

Completion means completion of the issue and allotment of units in the Trust to the Investor in consideration for the Investment Price under the Subscription and Option Agreement.

Controller means a Receiver or a person appointed as the Secured Party's agent under this Deed.

Control Transaction means:

- (a) a takeover bid (as defined in the Corporations Act) or tender offer that relates to the STL Shares;
- (b) a scheme of arrangement which provides for the transfer or cancellation of the STL Shares;
- (c) a scheme for the reconstruction of STL or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of STL); or
- (d) an agreement or a series of agreements for the acquisition of relevant interests in shares representing more than 50% of the issued capital in STL by a person and its associates.

Event of Default means:

- (a) the occurrence of an Insolvency Event in relation to the Grantor (in any capacity) or any event happens in Australia or any other country or territory in respect of the Grantor that is similar to any of the events or circumstances referred to in the definition of Insolvency Event;
- (b) the Trustee does not comply with its obligation to pay the 'Call Option Price' or the 'Put Option Price' under clause [3] or [4] of the Subscription and Option Agreement (irrespective of whether the failure constitutes a breach of the Subscription and Option Agreement);
- (c) the directors of STL issue a transfer notice to the Grantor under the STL constitution and the Grantor does not take all reasonable endeavours to have the transfer notice withdrawn or seek an injunction;
- (d) the directors of STL issue a transfer notice to the Grantor under the STL constitution and before the date which is the later of:
 - (i) five Business Days after the Grantor receives the transfer notice; or
 - (ii) two Business Days before the 'specified time' set out in the transfer notice (as amended, including by court order),either:
 - (iii) the directors of STL do not withdraw the transfer notice; or
 - (iv) the Grantor does not obtain an interim or permanent injunction in relation to the transfer notice; or
- (e) a transfer notice issued by the directors of STL to the Grantor under the STL constitution which is the subject of an interim or permanent injunction, ceases to be subject to that injunction and has not been withdrawn or declared invalid by a Court.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

Insolvency Event, in relation to the Trustee, means, any of the following events:

- (a) a controller (as defined in the Corporations Act), an administrator or similar officer is appointed to the Trustee, or over substantially all of the property, assets or undertaking of the Trustee; or
- (b) a controlling trustee is appointed to the Trustee, or over substantially all of the property of the Trustee.

However any event that takes place as part of a solvent reconstruction, amalgamation, merger, or consolidation, on terms approved in writing by the Secured Party beforehand and in compliance with those terms is excluded from this definition.

Intellectual Property means any intellectual or industrial property including:

- (a) a patent, trade mark or service mark, copyright, registered design, trade secret or confidential information; or
- (b) a licence or other right to use or to grant the use of any of the above or to be the registered proprietor or user of any of the above.

Investment Price means the amount payable by the Investor under the Subscription and Option Agreement for units in the Trust.

Lease means an agreement under which an asset may be used, exploited, operated or managed by a person other than the owner. It includes a lease, licence, charter, hire purchase or hiring arrangement.

Liquidation includes receivership or other appointment of a controller, deregistration, compromise, deed of arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors or bankruptcy.

Marketable Security has the meaning given to securities in section 92(3) of the *Corporations Act 2001*, but also includes:

- (a) an undertaking referred to in the exceptions in paragraph (a) and (b) of the definition of debenture in the *Corporations Act 2001*;
- (b) a unit or other interest in a trust or partnership;
- (c) a negotiable instrument; and
- (d) a right or an option in respect of a Marketable Security, whether issued or unissued including any of the above.

New Rights means all assets, rights, powers and proceeds of any nature at any time attaching to, or arising out of a holding in, any Marketable Securities included in the Collateral. It includes:

- (a) any Marketable Security, any right to take up Marketable Securities or any allotment of further Marketable Securities;
- (b) any Marketable Security resulting from the conversion, consolidation or sub division of a Marketable Security;
- (c) any certificate or other evidence of title to a Marketable Security or to anything specified in this definition; and

- (d) any distribution or dividend under, and any proceeds of, or of the disposal of, anything specified in this definition.

Notwithstanding any of the above, a Subscription Right (as that term is defined in the Trust Deed) is not a New Right, nor is any Marketable Security allotted as a result of a Subscription Right.

Non-PPSA Collateral means Collateral in relation to which for any reason the PPSA does not apply to the security interest granted under this Deed.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Power means a power, right, authority, discretion or remedy which is conferred on the Secured Party, or any Beneficiary, Controller or Attorney:

- (a) by this Deed; or
- (b) by law in relation to this Deed.

Proceeds includes proceeds as defined in section 31 of the PPSA. It includes proceeds of proceeds.

Receiver means a receiver or receiver and manager.

Secured Money means all money which the Grantor (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of a Beneficiary (whether alone or not) for any reason whatever under or in connection with a Transaction Document, whether or not currently contemplated.

It includes money by way of principal, interest, fees, costs, indemnity, Guarantee, charges, duties or expenses, or payment of liquidated or unliquidated damages under or in connection with a Transaction Document, or as a result of a breach of or default under or in connection with, a Transaction Document.

It also includes money that the Grantor would have been liable to pay but for its Liquidation or a set-off claimed by it, or some other reason.

Secured Obligations means the Secured Money and the Transaction Obligations.

Security means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind. It includes:

- (a) anything which gives a creditor priority to other creditors with respect to any asset; and
- (b) retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security.

STL Shares has the meaning given in the Trust Deed.

Subscription and Option Agreement means the subscription and option agreement entered into between the Grantor and the Secured Party in relation to the Trust on or about the date of this Deed.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding which is levied or imposed by a Government Agency, and any related interest, penalty, charge, fee or other amount.

Transaction Document means:

- (a) this Deed;
- (b) the Trust Deed;
- (c) the Subscription and Option Agreement;

- (d) any document defined as a Transaction Document in the Subscription and Option Agreement;
- (e) any document which the Grantor and the Secured Party at any time agree is to be a Transaction Document for the purposes of this Deed; or
- (f) a document entered into or provided under or in connection with, or for the purpose of amending or novating, any of the above.

It includes a written undertaking by or to a party or its lawyers under or in relation to any of the above.

Trust means the trust known as the 'STL Shareholding Trust' established under the Trust Deed.

Trustee means Mackay Sugar Limited (ACN 057 463 671).

Trust Deed means the deed entitled 'Deed of trust establishing the STL Shareholding Trust' entered into between the Trustee and McR Settlement Pty Ltd (ACN 605 071 627) on or about the date of this Deed.

Trust Property means, in relation to the Trust, all the Grantor's present and after acquired property which is the subject of the Trust. It includes anything in respect of which the Grantor as trustee of the Trust has at any time a sufficient right, interest or power to grant a security interest.

Transaction Obligations means all of the obligations of the Grantor to the Beneficiaries under the Transaction Documents.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The meaning of terms is not limited by specific examples introduced by **including** or **for example**, or similar expressions.
- (c) In this Deed, unless otherwise defined in this Deed, terms defined in the Subscription and Option Agreement have the same meanings when used in this Deed.
- (d) Nothing in this Deed is to be interpreted against a party on the ground that the party put it forward.
- (e) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural and the converse.
 - (ii) A gender includes all genders.
 - (iii) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
 - (v) A reference to a clause, annexure or schedule is a reference to a clause of, or annexure or Schedule to, this Deed.
 - (vi) A reference to a party to this Deed or another agreement or document includes the party's successors and permitted substitutes or assigns.
 - (vii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, statutory instrument, code or other thing issued under it.
 - (viii) A reference to **writing** includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.

- (ix) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (x) Each paragraph in a list is to be construed independently. None limits any other.
- (xi) A reference to **property or asset** includes any real or personal, present or future, tangible or intangible property or asset (including Intellectual Property) and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (xii) An Event of Default **continues** until it has been waived in writing by the Secured Party.
- (xiii) A reference to an amount for which a person is **contingently liable** includes an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not under an existing obligation.

1.3 Document or agreement

A reference to:

- (a) an **agreement** includes a Security, Guarantee, undertaking, deed, agreement or legally enforceable arrangement whether or not in writing; and
- (b) a **document** includes an agreement (as so defined) in writing or a certificate, notice, instrument or document.

A reference to a specific agreement or document includes it as amended, novated, supplemented or replaced from time to time, except to the extent prohibited by this Deed.

1.4 Benefit of security interest

If the Secured Party is the only Beneficiary, this Deed constitutes a security interest in favour of it. If there are two or more Beneficiaries at any time, the security interest under this Deed is held by the Secured Party as trustee for itself and each other Beneficiary.

1.5 Trust

A reference to Collateral is to the Collateral which the Grantor holds as trustee of the Trust. Where the Grantor incurs an obligation under this deed, it incurs that obligation in its capacity as trustee.

1.6 Consents and opinion

Except where expressly stated any Beneficiary may give or withhold, or give conditionally, approvals and consents, may be satisfied or unsatisfied, may form opinions, and may exercise its Powers, at its absolute discretion.

2 Grant of Security Interest

2.1 Security interest – Collateral

- (a) The Grantor grants a security interest in the Collateral to the Secured Party (for itself and as trustee for the Beneficiaries) to secure payment and performance of the Secured Obligations.
- (b) This security interest is a transfer by way of security of Collateral consisting of Proceeds which are accounts or chattel paper.
- (c) To the extent any Collateral is not transferred, this security interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a fixed charge.

2.2 Consideration

The Grantor enters this Deed in consideration of the Beneficiaries entering the Transaction Documents, providing or continuing financial accommodation from time to time, or agreeing to do so (whether or not subject to conditions), or for other valuable consideration received.

3 Dealing with Collateral**3.1 Restricted dealings**

The Grantor must not do, or agree to do, any of the following unless it is permitted to do so by a provision in any Transaction Document:

- (a) create or allow another interest in any Collateral; or
- (b) dispose, or part with possession, of any Collateral.

4 Covenant to Pay and Perform

- (a) The Grantor shall duly and punctually pay the Secured Money and duly and punctually perform the Transaction Obligations. After an Event of Default (whether or not it is still continuing) the Grantor shall pay all Secured Money to each Beneficiary on demand.
- (b) The Grantor shall ensure that no Event of Default occurs.

5 Representations and Warranties**5.1 Security representations and warranties**

The Grantor represents and warrants that the security interest granted under this Deed is and will remain a first-ranking Security with respect to all Collateral, ranking ahead of all other Securities except those expressly permitted in the Transaction Documents.

5.2 Transaction Document representations and warranties

The Grantor makes each of the representations and warranties set out in the Transaction Documents expressed to be made by it at the times and dates in the Transaction Documents.

5.3 Trust representations and warranties

The Grantor makes the following representations and warranties.

- (a) **(General)** Without limiting any other representation and warranty contained in a Transaction Document to which it is expressed to be a party in relation to the Trust Deed, it has not amended or terminated and has not taken any steps to amend or terminate, or procured any other party take any steps to amend or terminate, the Trust Deed, without the prior written consent of the Secured Party.
- (b) **(Trust power)** It is empowered by the Trust Deed:
 - (i) to enter into and perform the Transaction Documents to which it is expressed to be a party and to carry on the transactions contemplated by those documents; and
 - (ii) to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it),in its capacity as trustee of the Trust. There is no restriction on or condition of its doing so.
- (c) **(Trust authorisations)** All necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as

required by its trust deed for it to enter into and perform the Transaction Documents to which it is expressed to be a party.

- (d) **(Sole trustee)** It is the sole trustee of the Trust.
- (e) **(No resettlement)** No property of the Trust has been re-settled or set aside or transferred to any other trust.
- (f) **(No termination)** The Trust has not been terminated, nor has any event for the vesting of the assets of the trust occurred.
- (g) **(Right of Indemnity)** Its right of indemnity out of, and lien over, the assets of the Trust as set out in the Trust Deed have not been limited in any way. Without limitation, it has no liability which may be set off against that right of indemnity.
- (h) **(Compliance with law)** The Trust Deed complies with all applicable laws.
- (i) **(Compliance with Trust Deed)** It has complied with its obligations and duties under the Trust Deed and at law. No one has alleged that it has not complied.

5.4 Marketable Securities representations and warranties

- (a) **(Shares fully paid)** Each STL Share included in the Collateral is fully paid.
- (b) **(No further shares)** It has disclosed to the Secured Party the share capital in the Company in which STL Shares, Marketable Securities and New Rights included in the Collateral are held.
- (c) **(Transfer)** It has provided the Secured Party with all documents necessary for the Secured Party to complete a valid and fully effective transfer of each Marketable Security included in the Collateral.

6 Undertakings

6.1 Security undertakings

The Grantor undertakes that the security interest granted under this Deed is and will remain a first-ranking Security with respect to all Collateral, ranking ahead of all other Securities except those expressly permitted in the Transaction Documents.

6.2 Transaction Document undertakings

The Grantor makes each of the undertakings set out in the Transaction Documents expressed to be made by it at the times and dates in the Transaction Documents.

6.3 Trust undertakings

The Grantor undertakes to the Secured Party as follows, except to the extent that the Secured Party consents or expressly contemplated by a Transaction Document.

- (a) **(General)** Without limiting any other undertaking contained in a Transaction Document to which it is expressed to be a party in relation to the Trust Deed, it will not amend or terminate, take any steps to amend or terminate, or procure any other party take any steps to amend or terminate the Trust Deed without the prior written consent of the Secured Party.
- (b) **(Amendment to Trust Deed)** It will ensure that the Trust Deed is not amended or revoked.
- (c) **(Resettlement)** It will ensure that there is no resettlement, setting aside or transfer of any asset of the Trust other than a transfer which complies with both the Trust Deed and the Transaction Documents.

- (d) **(Obligations)** It will comply fully with its obligations under the Trust Deed and at law.
- (e) **(No additional trustee)** It will ensure that no other person is appointed trustee of the Trust.
- (f) **(Not retire)** It will not do anything which would cause or enable its removal, nor will it retire, as trustee of the Trust.
- (g) **(No vesting)** It will ensure that the vesting date is not determined, and will not otherwise alter, shorten or fix the vesting date under the Trust Deed.
- (h) **(Right of subrogation and indemnity)** It will ensure that:
 - (i) there is no restriction or limitation on or derogation from its right of subrogation or indemnity (whether or not arising under the Trust Deed); and
 - (ii) its lien over the assets of the Trust will have priority over the rights of the beneficiaries of the Trust.
- (i) **(No distribution)** It will not distribute any capital or income of the Trust other than as expressly permitted by the Transaction Documents.
- (j) **(Notices)** It will promptly give the Secured Party copies of all documents and notices received by it from any beneficiary or manager of the Trust or which it gives to a beneficiary or manager of the Trust.

6.4 Marketable Securities undertakings

Subject to the terms of the Transaction Documents, the Grantor undertakes to maintain and protect all Marketable Securities included in the Collateral. Without limitation, it undertakes as follows.

- (a) **(Notify rights offered or accruing)** It will:
 - (i) notify the Secured Party promptly if it becomes entitled to, or is offered, New Rights; and
 - (ii) ensure that all documents relating to New Rights or arising out of their subscription, taking up or exercise are delivered to the Secured Party.
- (b) **(Subscribe to rights)** If the Secured Party directs, it will promptly subscribe to, take up or exercise any New Right.
- (c) **(Remedy defects)** It will remedy each defect in its holding of those Marketable Securities.
- (d) **(Take proceedings)** It will take or defend all legal proceedings which the Secured Party requires to protect or recover those Marketable Securities.
- (e) **(Pay calls)** It will duly pay all calls in respect of those Marketable Securities.
- (f) **(Deliver documents)** Promptly on receipt by it or for its account, it will deliver to the Secured Party each certificate, acceptance, contract note or transfer for those Marketable Securities.
- (g) **(Return of documents)** If the Secured Party makes available a document relating to those Marketable Securities or New Rights for registration, stamping, exercise, acceptance or another purpose:
 - (i) it will ensure that the document or each resulting or replacement document (as the case may be) is delivered directly to the Secured Party when available or returned; and

- (ii) to the extent required by the Secured Party, it will ensure that all persons dealing with it have notice of this Deed. For the purposes of this clause, registration of any such Security in accordance with the PPSA shall constitute sufficient notice.

(The Secured Party will make available any document which it holds on reasonable request by the Grantor for the purpose of recording, perfecting or preserving the title of Grantor to Marketable Securities, or exercising rights attaching to Marketable Securities in a manner consistent with the Transaction Documents and the Secured Party's security, if arrangements satisfactory to the Secured Party are in place to protect the Secured Party's security).

- (h) **(Nothing prejudicial)** It will not do or omit to do anything which would render those Marketable Securities liable to forfeiture, cancellation, avoidance or loss or would otherwise prejudicially affect the Secured Party's interest in them or their value.
- (i) **(Meetings of shareholders)** It will promptly provide to the Secured Party copies of all reports and other documents received by it in its capacity as a holder of those Marketable Securities or relating in any way to those Marketable Securities including any report or notice of any meeting which the holder of Marketable Securities is entitled to attend or vote at or both.

7 Further Assurances

Whenever the Secured Party requests the Grantor to do anything:

- (a) to ensure each of this Deed and each Security granted under it is fully effective, enforceable and perfected with the stated priority;
- (b) for more satisfactorily assuring or securing the Collateral to the Beneficiaries in a manner not inconsistent with this Deed; or
- (c) for aiding the exercise of any Power,

the Grantor shall do it immediately at its own cost. That may include, for that purpose:

- (d) doing anything to make, procure or obtain any Authorisation (including registration) in respect of anything, or to facilitate it;
- (e) creating, procuring or executing any document, including any notice, consent or agreement, or legal or statutory mortgage or transfer; and
- (f) delivering documents or evidence of title and executed blank transfers, or otherwise giving possession or control with respect to any Collateral.

8 Enforcement

8.1 Powers on enforcement

To the extent permitted by law, at any time after an Event of Default (whether or not it is still continuing) the Secured Party or any Authorised Officer of the Secured Party may exercise any of the Powers with respect to the Collateral set out in Schedule 1, provided that if:

- (a) the Event of Default occurs under paragraph (c) or (e) of the definition of 'Event of Default', and an Event of Default under paragraphs (a), (b) or (d) of that definition has not occurred;
- (b) the relevant transfer notice was not issued on the basis that Mackay Sugar Limited is an 'Inactive Miller' (as defined in the STL constitution) because of an 'Insolvency Event' (as defined in the STL constitution); and

- (c) the Secured Party has not already exercised its right under clause 4.2 of the Subscription and Option Agreement and the Grantor has not previously exercised (or attempted to exercise) its right under clause 3.2 of the Subscription and Option Agreement,

then before the Secured Party or any Authorised Officer of the Secured Party exercises such Powers:

- (i) the Grantor may exercise its right under clause 3.2 of the Subscription and Option Agreement and, if it does so, must perform all of its obligations under clause 3.5 of the Subscription and Option Agreement before the Event of Default in paragraph (d) of the definition of 'Event of Default' occurs; and
- (ii) the 20 Business Day period in clause 3.5 of the Subscription and Option Agreement is reduced accordingly,

and if the Grantor does not perform its obligations under clause 3.5 of the Subscription and Option Agreement before the Event of Default in paragraph (d) of the definition of 'Event of Default' occurs, then the Secured Party or any Authorised Officer of the Secured Party may exercise those Powers.

For the purpose of this clause 8.1, if the Grantor has exercised its right under clause 3.2 of the Subscription and Option Agreement following the event in paragraph (e) of the definition of 'Event of Default', paragraph (d) of the definition of 'Event of Default' must be read as if the reference to an interim injunction was deleted.

The Secured Party may exercise those Powers without any need to take possession and without being liable as mortgagee in possession. It may also exercise those Powers through one or more agents, in which case anything done or incurred by an agent will be taken to be done or incurred by the Secured Party.

8.2 Receivership

To the extent permitted by law, at any time after an Event of Default (whether or not it still continues), the Secured Party may:

- (a) appoint any person or any two or more persons jointly or severally or both to be a receiver or receiver and manager of all or any of the Collateral or to act as agent of the Secured Party to exercise any of the Powers in Schedule 1 with respect to all or any of the Collateral;
- (b) remove any Controller;
- (c) appoint another Controller in addition to or in place of any Controller; and
- (d) fix or vary the remuneration of any Controller.

An appointment may be made on any terms the Secured Party thinks fit and whether or not any Beneficiary or any Authorised Officer of a Beneficiary at any time has exercised any Power in Schedule 1. Without limiting any other method of appointment permitted by law, an appointment may be made by an instrument signed by an Authorised Officer of the Secured Party or by, or on behalf of, the Secured Party.

The Power to appoint a Receiver may be exercised even if the Liquidation of the Grantor has occurred or will occur.

Except to the extent otherwise provided by any law relating to Liquidation, every Receiver appointed under this Deed is the agent of the Grantor. The Grantor alone is responsible for a Receiver's acts and defaults.

8.3 Termination

The Secured Party may give up possession of any Collateral and terminate any receivership or agency at any time.

9 Power of Attorney

- (a) For valuable consideration and by way of security the Grantor irrevocably appoints each Authorised Officer of the Secured Party severally its attorney to do anything which:
 - (i) the Grantor is obliged, but has failed, to do under or in relation to any Transaction Document; or
 - (ii) any Beneficiary or Receiver is authorised or empowered to do under any Transaction Document or any law, but only at the times that that Beneficiary or Receiver (if a Receiver had been appointed) would have been able to do it.
- (b) Without limitation, the Attorney may at any time:
 - (i) delegate the Attorney's powers (including delegation); and
 - (ii) do anything which in the opinion of the Secured Party or the Attorney is necessary or expedient to secure, preserve, perfect or give effect to the security contained in this Deed, (including anything under clauses 6 (**Further Assurances**), 10 (**Completion of Documents**) or 11 (**Performance of Grantor's Obligations**)). For example, it may execute a legal mortgage, transfer, assignment or other assurance in favour of the Secured Party of any of the Collateral or give control (as defined in section 25 or 341A of the PPSA).
- (c) No Attorney appointed under this Deed may act, nor has power to act, inconsistently with this Deed or any other Transaction Document.

10 Completion of Documents

If the Grantor has failed to do anything under a Transaction Document (whether or not that failure is an Event of Default), the Secured Party, any Authorised Officer of the Secured Party, any Receiver or any Attorney may complete any document executed by or on behalf of the Grantor and deposited with any Beneficiary. It may complete it in favour of any Beneficiary, any appointee of any Beneficiary or any purchaser.

11 Performance of Grantor's Obligations

If at any time the Grantor fails to duly perform any obligation in any Transaction Document, the Secured Party or any person it authorises may do anything which in the Secured Party's opinion is necessary or expedient to make good or to attempt to make good that failure to the Secured Party's satisfaction.

12 Inspection

The Secured Party or any person it authorises may inspect and copy the records of the Grantor related to any Collateral and inspect the premises of the Grantor and inspect the Collateral at any time while a breach of a Transaction Document subsists (whether or not that breach is an Event of Default). The Grantor shall do everything in its power to assist that inspection and copying and ensure that its employees and officers do the same.

13 Statutory Powers and Notices**13.1 Powers in augmentation**

The powers conferred on a secured party or a Receiver by law:

- (a) except as specified in clause 13.2 are in addition to the Powers conferred by this Deed;
- (b) to the extent permitted by law, may be exercised immediately after an Event of Default occurs and at any time subsequently; and
- (c) are excluded or varied only so far as they are inconsistent with the express terms of this Deed.

13.2 Exclusion of PPSA provisions

To the extent the law permits:

- (a) for the purposes of sections 115(1) and 115(7) of the PPSA:
 - (i) the Secured Party need not comply with sections 95, 118, 121(4), 125, 130, 132(3)(d) or 132(4); and
 - (ii) sections 142 and 143 are excluded;
- (b) for the purposes of section 115(7) of the PPSA, the Secured Party need not comply with sections 132 and 137(3);
- (c) if the PPSA is amended after the date of this Deed to permit the Grantor and the Secured Party to agree to not comply with or to exclude other provisions of the PPSA, the Secured Party may notify the Grantor that any of these provisions is excluded, or that the Secured Party need not comply with any of these provisions, as notified to the Grantor by the Secured Party; and
- (d) the Grantor agrees not to exercise its rights to make any request of the Secured Party under section 275 of the PPSA, to authorise the disclosure of any information under that section or to waive any duty of confidence that would otherwise permit non disclosure under that section.

13.3 Exercise of Powers by Secured Party

If the Secured Party exercises a Power in connection with this Deed, that exercise is taken not to be an exercise of a Power under the PPSA unless the Secured Party states otherwise at the time of exercise. However, this clause does not apply to a Power which can only be exercised under the PPSA.

13.4 No notice required unless mandatory

To the extent the law permits, the Grantor waives:

- (a) its rights to receive any notice that is required by:
 - (i) any provision of the PPSA (including a notice of a verification statement); or
 - (ii) any other law before a secured party or Receiver exercises a Power; and
- (b) any time period that must otherwise lapse under any law before a secured party or Receiver exercises a Power.

If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer).

However, nothing in this clause prohibits the Secured Party or any Receiver from giving a notice under the PPSA or any other law.

14 Application of Money Received

14.1 Order

To the extent permitted by law, all money received by a Controller, an Attorney or any Beneficiary under or arising out of this Deed created by the Grantor will be applied in the manner and order determined by the Secured Party. If the Secured Party does not make a determination, the following order will apply.

- (a) First: all costs, charges and expenses of any Beneficiary, Controller or Attorney which are incurred in or are incidental to the exercise or performance or attempted exercise or performance of a Power or otherwise in relation to this Deed.
- (b) Second: any other outgoings which the Controller, Attorney or the Secured Party thinks fit to pay.
- (c) Third: the Controller's remuneration.
- (d) Fourth: to each holder of a Security of which the Secured Party is aware and which has priority over this Deed in relation to the relevant Collateral, to the extent, and in order, of priority.
- (e) Fifth: to the Secured Party for the account of the Beneficiaries towards satisfaction of the Secured Money, if there is more than one Beneficiary, first in satisfaction of amounts owed to Secured Party as security trustee and second, ratably among the Beneficiaries, subject to any agreement between the Beneficiaries.
- (f) Sixth: to each holder of a Security of which the Secured Party is aware and which ranks after this Deed in relation to the relevant Collateral, to the extent, and in order, of priority.
- (g) Seventh: the surplus (if any) belongs to the Grantor.

The surplus will not carry interest. If it pays the surplus to the credit of an account in the name of the Grantor with any bank carrying on business in Australia, the Controller, Beneficiary or Attorney (as the case may be) will be under no further liability in respect of it.

14.2 Money actually received

- (a) In applying any money towards satisfaction of the Secured Obligations, the Grantor will be credited only with money available for that purpose which is actually received by the relevant Beneficiary and which is not later repaid by that Beneficiary on the basis that payment to the Beneficiary is or is alleged to be a preference payment or void, voidable, liable to be set aside or otherwise not properly payable to the Beneficiary. The credit will date from the time of receipt.
- (b) That money will be appropriated as between principal, interest and other amounts as the relevant Beneficiary determines. Any such appropriation by the relevant Beneficiary will override any appropriation made by the Grantor.

14.3 Amounts contingently due

If any of the Secured Money is contingently owing to any Beneficiary at the time of a distribution of an amount under clause 14.1 (**Order**), the Secured Party may retain any of that amount. If it does, it shall place the amount retained on short term interest bearing deposit until the relevant Secured Money becomes actually due or ceases to be contingently owing, and the Secured Party shall then:

- (a) pay to that Beneficiary the amount which has become actually due to it; and
- (b) apply the balance of the amount retained (together with interest earned on the deposit) in accordance with clause 14.1 (**Order**).

14.4 Notice of subsequent Securities

- (a) If any Beneficiary receives actual or constructive notice of a subsequent Security affecting any Collateral it may open a separate account in the name of the Grantor in the books of that Beneficiary.
- (b) If that Beneficiary does not open a new account it will be treated as if it had done so at the time it received actual or constructive notice of the Security.
- (c) From the time the new account is opened or is taken to be opened:
 - (i) all advances and accommodation made available by that Beneficiary to the Grantor;
 - (ii) all payments and repayments made by the Grantor to that Beneficiary; and
 - (iii) money to be applied towards the Secured Money under clause 14.1(e) (**Order**),

will be or will be taken to be debited or credited, as appropriate, to the new account. Payments, repayments and other money will only be applied in reduction of other Secured Money to the extent that there is no debit balance in that account.

14.5 Conversion of currencies on application

For the purpose of making an application under clause 14.1 (**Order**) any Beneficiary, Controller or Attorney may purchase one currency with another, whether or not through an intermediate currency, whether spot or forward, in the manner, at an exchange rate and at the time it thinks fit.

15 Other Securities Over Collateral

- (a) Any Beneficiary, Controller or Attorney may rely on the certificate of a holder of another Security affecting or purporting to affect the Collateral as to the amount and property secured by that Security.
- (b) The Secured Party or any Controller may pay or agree to pay at any time the amount certified by the holder of a Security or purported Security to be necessary to discharge it or some of the indebtedness secured by it or to acquire it. From the date of payment that amount will be part of the Secured Money and the Grantor will indemnify the Secured Party (or if other Beneficiaries indemnify the Secured Party those other Beneficiaries) and the Controller against that amount. This applies whether or not that Security or purported Security was valid or prior, equal or subsequent ranking or the property or money stated in the certificate was secured by it.

16 Protection of Beneficiaries, Controllers and Attorneys

To the extent permitted by law, no Beneficiary, nor any Controller or Attorney appointed under this Deed will be liable:

- (a) in respect of any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a Power; nor
 - (b) for any loss (including indirect loss) which results,
- except where it arises from fraud on the part of any Beneficiary, Controller or Attorney.

17 Protection of Third Parties**17.1 No enquiry**

No party to any Dealing (as defined below) and no person asked to register a Dealing:

- (a) is bound to enquire:
 - (i) whether an Event of Default has occurred or whether this Deed has become enforceable;
 - (ii) whether a person who is, or, purports or is purported to be, a Controller or Attorney is duly appointed;
 - (iii) as to the amount of Secured Money and whether Secured Money is due and payable; or
 - (iv) in any other way as to the propriety or regularity of the Dealing; or
- (b) is affected by notice that the Dealing is unnecessary or improper.

For the protection of any party to a Dealing or a person registering a Dealing, the Dealing will be taken to be authorised by this Deed and will be valid accordingly, even if there is any irregularity or impropriety in the Dealing.

In this clause a **Dealing** is:

- (a) any payment, or any delivery or handing over of an asset, to; or
- (b) any acquisition, incurring of Finance Debt, receipt, sale, Lease, disposal or other dealing, by,

any Beneficiary, Controller or Attorney, or any person who purports or is purported to be a Controller or Attorney.

17.2 Receipt

The receipt of any Authorised Officer of any Beneficiary, or any Controller or Attorney appointed under this Deed (or person who purports, or is purported, to be such a Controller or Attorney) for any money or assets payable to or receivable or received by it exonerates the person paying that money or handing over that asset from being concerned as to their application, or from being liable or accountable for their loss or misapplication.

18 Expenses, Indemnity**18.1 Expenses**

The Grantor shall reimburse each Beneficiary, Controller and Attorney for its expenses in relation to:

- (a) any actual enforcement of the Transaction Documents, or the actual exercise, preservation or consideration of any Power under the Transaction Documents or in relation to the Collateral; and
- (b) any enquiry by a Government Agency concerning the Grantor, or the Collateral or a transaction or activity the subject of the Transaction Documents or in connection with which, financial accommodation or funds raised under a Transaction Document are used or provided.

This includes legal costs and expenses (including in-house lawyers charged at their usual rate) on a full indemnity basis, expenses incurred in any review or environmental audit or in retaining consultants to evaluate matters of material concern to the Beneficiaries, any costs of or in relation

to the appointment and activities of any Controller charged to the Beneficiaries (on a full indemnity basis), and administrative costs including time of its executives (whose time and costs are to be charged at reasonable rates).

18.2 Indemnity

The Grantor shall indemnify each Beneficiary, and each Controller and Attorney appointed under this Deed, against any loss, cost, liability or expense (including legal costs on a full indemnity basis) which any Beneficiary, Controller or Attorney (or any officer or employee of any of them) incurs as a result of or in connection with:

- (a) any Event of Default;
- (b) any exercise or attempted exercise of any Power or any failure to exercise any Power; or
- (c) the Collateral or the existence of any interest in, or control or Power with respect to, the Collateral.

18.3 Limit on reimbursement and indemnity

Where an Event of Default occurs due to the Trustee not complying with its obligation to pay the 'Call Option Price' or the 'Put Option Price' under clause 3 or 4 of the Subscription and Option Agreement, the maximum amount payable under clause 18.1 and 18.2 will not exceed those costs which the Secured Party is entitled to recover under clause 5.2 of the Subscription and Option Agreement.

19 Certificate as to Amount of Secured Money

A certificate signed by an Authorised Officer of a Beneficiary will be conclusive evidence against the Grantor, in the absence of manifest error:

- (a) that the relevant Beneficiary is of the opinion stated in the certificate; or
- (b) if the Beneficiary is the Secured Party:
 - (i) as to the amount of Secured Money stated in that certificate;
 - (ii) that a document specified in that certificate is a Transaction Document.

20 Rights affecting STL Shares

20.1 Failure by Grantor to complete

If the Grantor, despite having used reasonable endeavours, is unable to comply with its obligation to pay the Call Option Price or the Put Option Price under clause 3 or 4 of the Subscription and Option Agreement as applicable, the Grantor is not in breach of the Subscription and Option Agreement however the Secured Party may, at its election:

- (a) sell its Units to any third party purchaser; or
- (b) direct the Grantor to sell the STL Shares to a qualifying transferee permitted under the STL Constitution and distribute the proceeds to Unitholders in accordance with the Trust Deed, in which case the Grantor must follow all reasonable directions of the Secured Party (**Default Sale**).

20.2 Restriction on disposal of STL Shares

The Grantor may not Dispose of the STL Shares during the Investment Term, including by agreeing to their buy-back or cancellation, other than in accordance with the Subscription and Option Agreement or this Deed.

21 Additional Obligations

21.1 Use of funds

The Grantor agrees to apply the Investment Price to the Grantor in exchange for the Grantor declaring that it holds the STL Shares on trust for the Secured Party on the terms of the Trust and the Secured Party agrees that the Grantor will, on Completion, retain the Investment Price in its personal capacity as consideration for making that declaration.

21.2 Voting of STL Shares

The Grantor must not exercise any vote attached to a STL Share (including via a proxy, attorney or body corporate representative) on any proposed:

- (a) amendment, revision or variation to any dividend reinvestment plan, or any other share plan or bonus share plan that may affect the application, distribution or value of any dividend, distribution or payment made in respect of the STL Shares to holders of STL shares whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account; or
- (b) conversion, cancellation, buy-back or variation of the STL Shares or any rights attached to the STL Shares,

without first consulting with and obtaining the consent of the Secured Party to the proposed action, whose consent must not be unreasonably withheld.

21.3 Control Transaction

If at any time during the period beginning on the date of the Subscription and Option Agreement and ending on the earlier of:

- (a) 30 April 2024; and
- (b) the date on which either the Call Option or Put Option is exercised,

a Control Transaction occurs, the Grantor may accept an offer in respect of the STL Shares in connection with the Control Transaction or exercise any vote attached to a STL Share to approve the Control Transaction (including via a proxy, attorney or body corporate representative), provided that it exercises its rights under clause 3.2 of the Subscription and Option Agreement prior to accepting such offer or exercising such vote.

22 Survival of Obligations

- (a) **(Representations and warranties)** Each representation or warranty in a Transaction Document survives the execution and delivery of the Transaction Documents and the provision of financial accommodation.
- (b) **(Indemnity)** Each indemnity, reimbursement or similar obligation in a Transaction Document:
 - (i) is a continuing, separate and independent obligation;
 - (ii) is payable on demand; and
 - (iii) survives termination or discharge of the relevant Transaction Document and repayment of financial accommodation.

Where a party is obliged to indemnify another party against any loss, cost, charge, liability, expense, deficiency or other amount, it shall pay on demand from time to time the amount stated by the other party to be the amount indemnified against.

23 Continuing Security

Each of this Deed is a continuing security despite any settlement of account, intervening payment or anything else until a final discharge of this Deed has been given to the Grantor.

24 Other Securities

No Power and nothing in this Deed merges in, or in any other way prejudicially affects or is prejudicially affected by:

- (a) any other Guarantee or Security; or
- (b) any judgment, right or remedy against any person,

which any Beneficiary or any person claiming through any Beneficiary may have at any time.

25 Waivers, Remedies Cumulative

- (a) No failure to exercise and no delay in exercising a Power operates as a waiver nor does any single or partial exercise of a Power preclude any other or further exercise of that or any other Power.
- (b) Powers in the Transaction Documents are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

26 Severability of Provisions and Collateral**26.1 Severability of provisions**

Any provision of any Transaction Document which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of that Transaction Document nor affect the validity or enforceability of that provision in any other jurisdiction.

26.2 Restricted Collateral

- (a) If the security interest granted under this Deed with respect to any Collateral would:
 - (i) otherwise be ineffective with respect to the Collateral; or
 - (ii) breach any law or (if that Collateral is a right under a document) that document,then if it would render the security interest with respect to that Collateral effective and not in breach, the security interest will operate as a fixed charge with respect to the Collateral, failing which, it will operate as a floating charge with respect to that Collateral, failing which it will not apply to that Collateral.
- (b) The Grantor must use its best efforts promptly to obtain any consents and do anything else needed to ensure the security interest can apply to that Collateral and not operate as a floating charge.

27 Moratorium Legislation

To the full extent permitted by law, all legislation which at any time directly or indirectly:

- (a) lessens, varies or affects in favour of the Grantor any obligation under a Transaction Document; or
- (b) delays, prevents or prejudicially affects the exercise by any Beneficiary, Controller or Attorney of any Power,

is excluded from the Transaction Document.

28 Assignments

- (a) Subject to the other Transaction Documents, the Secured Party may assign or novate all or any of its rights or novate all or any of its obligations under this Deed to another person. On that person agreeing in a deed in favour of the Grantor to assume all obligations of the Secured Party novated to it, the Secured Party will be relieved of those obligations.
- (b) Subject to the other Transaction Documents, any other Beneficiary may assign all or any of its rights under this Deed.
- (c) If a Beneficiary's rights under this Deed are assigned or novated, the Secured Money will include all actual and contingent liability of the Grantor to the assignee, whether or not it was incurred before the assignment or novation or in contemplation of it.
- (d) The Grantor may only assign or novate any of its rights or obligations under this Deed with the prior written consent of the Secured Party. Any purported assignment or novation without such consent will be ineffective.

29 Notices

All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Deed:

- (a) must be in writing signed by an Authorised Officer of the sender (or in the case of an email message, sent from the email address of an Authorised Officer of the sender); and
- (b) will be conclusively taken to be given or made when delivered, received or left at the address, email address or fax number of the recipient shown in Schedule 2 or to any other address, fax number or email address which it may have notified the sender but, if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 5pm (local time), it will be conclusively taken to have been received at the commencement of business on the next day on which business is generally carried on in that place.

30 Confidentiality**30.1 Confidentiality**

Except as permitted in clause 30.2:

- (a) the Secured Party shall not disclose information and documents supplied by a Relevant Company in connection with the Transaction Documents which are specifically indicated by the Relevant Company to be confidential and are not in the public domain; and
- (b) no party shall disclose any information of the kind mentioned in section 275(1) of the PPSA.

30.2 Permitted disclosure

The Secured Party may disclose information or documents:

- (a) in enforcing a Transaction Document, in a proceeding arising out of or connected with a Transaction Document or to the extent that disclosure is regarded by the Beneficiary as necessary to protect its interests;
- (b) as required under an order of a Government Agency or any procedure for discovery in any proceedings;

- (c) as required under any law (except to the extent the requirement can be excluded or limited by contract or by a confidentiality obligation) or under any administrative guideline, directive, request or policy with which responsible financial institutions similarly situated would normally comply;
- (d) as required or permitted by any Transaction Document;
- (e) to a ratings agency and its advisers;
- (f) to a trustee associated with any financing conduit and its advisers;
- (g) to its legal advisers and its consultants;
- (h) to a Beneficiary and a potential permitted assignee or substitute under clause [*] of the Facility Agreement, who is obliged to keep it confidential as required by this clause 30; or
- (i) with the prior consent of the Grantor.

30.3 Survival of obligation

This clause survives the termination of this Deed.

The Secured Party shall comply with any confidentiality provision which binds it in a Transaction Document in favour of the Grantor.

31 Authorised Officers

The Grantor irrevocably authorises each Beneficiary to rely on a certificate by a person purporting to be its director or secretary as to the identity and signatures of its Authorised Officers. The Grantor warrants that those persons have been authorised to give notices and communications under or in connection with the Transaction Documents.

32 Governing Law and Jurisdiction

This Deed is governed by the laws of Queensland and of the Commonwealth of Australia applying there. To the extent permitted by law, so are all related matters, including any non-contractual matters, and any security interest (as defined by the PPSA) under it. The Grantor irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

33 Third Party Provisions

33.1 Security not to be affected

None of this Deed nor any Power nor the obligations of the Grantor under this Deed will be affected by any thing which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve the Grantor from any obligation including:

- (a) the grant to any person of any time, waiver or other indulgence, or the discharge or release of any person;
- (b) any transaction or arrangement that may take place between any Beneficiary and any person;
- (c) the Liquidation of any person;
- (d) any Beneficiary becoming a party to or bound by any compromise, moratorium, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction by or relating to any person;

- (e) any Beneficiary exercising or delaying or refraining from exercising any other security or any right, power or remedy conferred on it by law or by any Transaction Document or by any other document with any person;
- (f) the amendment, variation, novation, replacement, rescission, invalidity, extinguishment, repudiation, avoidance, unenforceability, frustration, failure, expiry, termination, loss, release, discharge, abandonment, assignment or transfer, in whole or in part and with or without consideration, of any Transaction Document, or of any other Security or Guarantee or other document held by any Beneficiary at any time or of any right, obligation, power or remedy;
- (g) the taking or perfection of or failure to take or perfect a Security or Guarantee or other document;
- (h) the failure by any Beneficiary or any other person to notify the Grantor of any default by any person under any Transaction Document or any other document with any Beneficiary;
- (i) any Beneficiary obtaining a judgment against any person for the payment of any Secured Money;
- (j) any legal limitation, disability, incapacity or other circumstance relating to any person;
- (k) any change in circumstance (including any change in the members or constitution of any person);
- (l) any Guarantee or Security or other document not being valid or executed by, or binding on, any person; or
- (m) any increase in the Secured Money for any reason (including as a result of anything referred to above),

whether with or without the consent of the Grantor.

33.2 Principal and independent obligation

This Deed is a principal and independent obligation. Except for stamp duty purposes, it is not ancillary or collateral to any other Security, right or obligation.

33.3 No marshalling

No Beneficiary is obliged to marshal or appropriate in favour of the Grantor or to exercise, apply or recover:

- (a) any Security or Guarantee (including any Transaction Document) held by a Beneficiary at any time; or
- (b) any of the funds or assets that a Beneficiary may be entitled to receive or have a claim on.

33.4 No competition

Until the Secured Obligations have been irrevocably paid and discharged in full the Grantor is not entitled to and shall not:

- (a) be subrogated to any Beneficiary or any person who has any rights against any provider of Security for the Secured Obligations or claim the benefit of any Security or Guarantee held by any Beneficiary or any such person at any time;
- (b) either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment arising out of or relating to the Liquidation of any person who gives or provides Security for the Secured Obligations; or

- (c) have or claim any right of contribution or indemnity for any reason (whether or not relating to this Deed) from any person who provides Security for the Secured Obligations, except as directed by the Secured Party.

The receipt of any distribution, dividend or other payment by any Beneficiary out of or relating to any Liquidation will not prejudice the right of any Beneficiary to recover the Secured Money by enforcement of this Deed.

The Grantor shall comply with any direction under this clause.

If the Grantor receives any proceeds from the Liquidation of any other security provider (whether following a direction of the Secured Party or otherwise) it shall immediately pay those proceeds to the Secured Party in reduction of the Secured Money.

Until it makes that payment, those proceeds will be held in trust for the Secured Party for the account of the Beneficiaries.

33.5 Suspense of amounts received

Until the Secured Money has been paid in full or each Beneficiary has received or recovered money that (after any applicable expenses and exchanges) is sufficient to pay the Secured Money in full, each Beneficiary may:

- (a) appropriate at its discretion any money received or recovered in respect of the Secured Money under this Deed or otherwise, including money received or recovered by way of set-off or as a dividend in a Liquidation; and
- (b) refrain from applying the money in reduction of the Secured Money, and claim against any person (including by proving in any Liquidation) in respect of the full amount of the Secured Money disregarding the money received or recovered.

33.6 Rescission of payment

Whenever for any reason (including under any law relating to Liquidation, fiduciary obligations or the protection of creditors):

- (a) all or part of any transaction of any nature (including any payment or transfer) made during the term of this Deed which affects or relates in any way to the Secured Obligations is void, set aside or voidable;
- (b) any claim that anything contemplated by paragraph (a) is upheld, conceded or compromised; or
- (c) any Beneficiary is required to return or repay any money or asset received by it under any such transaction or the equivalent in value of that money or asset,

each Beneficiary will immediately become entitled against the Grantor to all rights in respect of the Secured Obligations and the Collateral which it would have had if all or the relevant part of the transaction or receipt had not taken place. The Grantor shall indemnify each Beneficiary against any resulting loss, cost or expense. This clause continues to apply after this Deed is discharged.

33.7 Variation

This Deed covers the Secured Obligations as varied from time to time including as a result of:

- (a) any new Transaction Document or any amendment to any Transaction Document; or
 - (b) the provision of further accommodation to the Grantor under the Transaction Documents,
- and whether or not with the consent of or notice to the Grantor. This does not limit any other provision.

33.8 Indemnity

If any Secured Obligations (including money which would have been Secured Money if they were recoverable) is not recoverable or enforceable for any reason, including any legal limitation, disability or incapacity or an obligation in any Transaction Document being or becoming unenforceable, void or illegal and whether or not:

- (a) any transaction relating to the Secured Obligations was void or illegal or has been subsequently avoided; or
- (b) any matter or fact relating to that transaction was or ought to have been within the knowledge of any Beneficiary,

the Grantor shall indemnify each Beneficiary in respect of that money and shall pay that money to the relevant Beneficiary.

34 Set-Off

- (a) Each Beneficiary may set-off any obligation of any type in any currency that it owes the Grantor against any obligation of the Grantor to that Beneficiary under or in relation to any Transaction Document to pay any sum then payable. No Beneficiary need make the set-off. This right is independent of any security interest granted under the Transaction Documents.
- (b) A Beneficiary may exchange currencies to make that set-off. Any right of set-off will extinguish the relevant obligations only to the extent set-off.

35 Counterparts

This Deed may be executed in any number of counterparts, each executed by one or more parties. A party may do this by executing and electronically transmitting a copy to one or more others or their representative.

36 Acknowledgment by Grantor

The Grantor confirms that:

- (a) it has not entered into any Transaction Document in reliance on, or as a result of, any statement or conduct of any kind of or on behalf of any Beneficiary or any associate of any Beneficiary (including any advice, warranty, representation or undertaking); and
- (b) no Beneficiary nor any associate of any Beneficiary is obliged to do anything (including disclose anything or give advice),

except as expressly set out in a Transaction Document or in writing duly signed by or on behalf of any Beneficiary or any associate of any Beneficiary.

Schedule 1 – Powers on Enforcement

The Secured Party or (except to the extent specifically excluded by the terms of appointment) a Controller has Power to do anything in respect of the Collateral that an absolute beneficial legal owner of the property could do. That includes Power to do any of the following, in each case on any terms the Secured Party or Controller thinks fit.

- 1 **(Seize, possess and manage)** Seize, take and retain possession of, get in and manage the Collateral.
- 2 **(Sell)**
 - (a) Sell any of the Collateral (whether or not physical possession has been taken by the Secured Party or Controller).
 - (b) Without limitation, any sale may be made:
 - (i) by public auction, private treaty or tender;
 - (ii) for cash or on credit;
 - (iii) in one lot or in parcels;
 - (iv) either with or without special conditions or stipulations as to title or time or mode of payment of purchase money or otherwise;
 - (v) with power to allow the whole or any part of the purchase money to be deferred (whether with or without any security); and
 - (vi) whether or not in conjunction with the sale of any property by any person.
- 3 **(Options)** Grant or take put or call options.
- 4 **(Raise money)**
 - (a) Borrow or raise any money from the Secured Party or any other person approved by the Secured Party;
 - (b) give Guarantees; and
 - (c) grant any Security over any of the Collateral to secure that money or Guarantee. That Security may rank in priority to or equally with or after, the security interest granted under this Deed. It may be given in the name of the Grantor or otherwise.
- 5 **(Lend)** Lend money or provide financial accommodation.
- 6 **(Compromise)** Make or accept any arrangement or compromise.
- 7 **(Give receipts)** Give receipts for money and other assets.
- 8 **(Authorisation)** Apply for, take up, transfer or surrender any Authorisation or any variation of any Authorisation.
- 9 **(Perform and enforce agreements)**
 - (a) Perform or enforce;
 - (b) exercise or refrain from exercising the Grantor's rights and powers under; or
 - (c) obtain the benefit in other ways of,

any documents or agreements or rights which form part of the Collateral and any documents or agreements entered into in exercise of any Power.
- 10 **(Vary and terminate agreements)** Vary, rescind or terminate any document (including surrender or accept the surrender of Leases).

- 11 **(Take insolvency proceedings)** Make debtors bankrupt, wind up corporations and do any thing in relation to any actual or contemplated Liquidation (including attend and vote at meetings of creditors and appointing proxies for meetings).
- 12 **(Take proceedings)** Commence, defend, conduct, settle, discontinue or compromise proceedings in the name of the Grantor or otherwise.
- 13 **(Execute documents)** Enter into and execute documents or agreements on behalf of the Grantor or the Secured Party or Controller. This includes using the Grantor's seal and signing, accepting and endorsing cheques, promissory notes and bills of exchange.
- 14 **(Operate bank accounts)** Operate any bank account comprising part of the Collateral and open and operate any further bank account.
- 15 **(Surrender Collateral)** Surrender, release or transfer any of the Collateral or exchange it with any person for other property.
- 16 **(Promote corporations)** Promote the formation of any corporation with a view to purchasing any of the Collateral or assuming the obligations of the Grantor or otherwise.
- 17 **(Delegate)** Delegate to any person acceptable to the Secured Party any Power conferred on the Secured Party or Controller (including delegation).
- 18 **(Vote)** Exercise any voting or other rights or powers.
- 19 **(Securities)** Redeem any Security or acquire it and any debt secured by it.
- 20 **(Incidental power)** Do anything incidental to the exercise of any other Power.

Schedule 2 – Notice Details

Grantor

Mackay Sugar Limited (ACN 057 463 671)

Address: Racecourse Mill, Peak Downs Highway, Racecourse via Mackay, Queensland 4740

Fax number: (07) 7 4953 8341

Email: P.Gill@mkysugar.com.au

Attention: Company Secretary

Secured Party

One Tree Agriculture Pty Ltd (ACN 168 726 592)

Address: Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000

Fax number: Not applicable

Email: Becs.Willson@black-river.com

Attention: Becs Willson

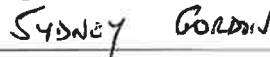
Executed and delivered as a Deed

Each attorney executing this Deed states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Grantor

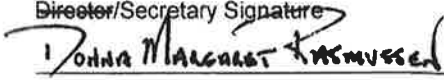
Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Mackay Sugar Limited** as trustee of the **STL Shareholding Trust**:



Director Signature


Print Name



Director/Secretary Signature


Print Name

Secured Party

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **One Tree Agriculture Pty Ltd**:

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed and delivered as a Deed

Each attorney executing this Deed states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Grantor

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Mackay Sugar Limited** as trustee of the **STL Shareholding Trust**:

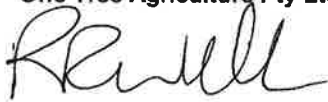
Director Signature

Director/Secretary Signature

Print Name

Print Name**Secured Party**

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **One Tree Agriculture Pty Ltd**:



Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed and delivered as a Deed

Each attorney executing this Deed states that he or she has no notice of the revocation or suspension of his or her power of attorney.

Grantor

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Mackay Sugar Limited** as trustee of the **STL Shareholding Trust**:

Director Signature

Print Name

Director/Secretary Signature

Print Name

Secured Party

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **One Tree Agriculture Pty Ltd**:

Director Signature

Print Name

Director/Secretary Signature

Print Name

Rebecca Viller
Rebecca Viller

Andrew Fagan
Andrew Fagan

Annexure C

This is the annexure of 32 pages marked 'Annexure C' mentioned in the Form 603 Notice of initial substantial holder signed by me and dated 14 September 2015.

I certify that the document set out in this Annexure C is a true copy of the original document.

Signature

print name

capacity

**sign
here**

date 14/09/2015

Deed of trust establishing STL Shareholding Trust

McR Settlements Pty Ltd ACN 605 071 627

Mackay Sugar Limited ACN 057 463 671

This is to certify that this is a true copy
of the original which I have sighted.
Date 10-9-15
Signed [Signature]
[Signature] 29307

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and Interpretation	1
1.1 Definitions	1
1.2 Interpretation	4
2 Establishment of Trust	5
2.1 Settlement	5
2.2 The Fund	5
3 The trusts of the Fund	5
3.1 Trustee to hold on trust for Unitholders	5
3.2 Trustee controls Investments	5
3.3 Unitholders do not represent Trust	5
3.4 Trustee to act continuously	5
4 STL Shares	6
4.1 Trustee to hold STL shares on Trust	6
4.2 Right to subscribe for further STL Shares	6
4.3 Trustee reacquisition of STL Shares	6
5 Removal of Trustee and appointment of new Trustee	7
5.1 Removal	7
5.2 Appointment	7
5.3 Retiring Trustee to vest Fund in new Trustee	7
5.4 New Trustee's Acceptance	7
5.5 Retiring Trustee to be fully discharged	7
6 Trustee's remuneration	7
7 Investment of the Fund	7
8 Units	8
8.1 Division	8
8.2 Units to be of equal value	8
8.3 Subdivision and Consolidation of Units	8
8.4 No partly-paid Units or classes	8

9	Issue of units	8
9.1	Issue	8
9.2	Availability of additional Units	8
9.3	Issue for value	9
10	Redemption of Units	9
10.1	Redemption	9
10.2	Redemption for value	9
11	Redemption of Units - options and powers	9
12	Actions available to Trustee	10
12.1	Cancellation of unit certificates	10
12.2	Actions available following cancellation	10
12.3	Redemption expenses deductible	10
13	Register of Unitholders	10
13.1	Register details	10
13.2	Applications for Units	10
13.3	Applications to be numbered	11
13.4	Change of address	11
13.5	Trustee discretion to refuse application	11
14	Transfer of Units	11
14.1	Right to transfer	11
14.2	Transfer instrument	11
14.3	Transfer Instrument to be stamped	11
14.4	Registration of transfer	11
15	Unitholders	12
15.1	Joint Unitholders	12
15.2	Sole Unitholder	12
16	Winding up following Termination Event	12
16.1	Sale and conversion on termination	12
16.2	Notice of termination	13
16.3	Continuation of powers	13
17	Powers and duties of Trustee	13
17.1	Authorised Investments	13
17.2	Trustee to manage Fund	14
17.3	No personal obligation on Unitholders	14
17.4	No gifts	14
18	Further powers	14

18.1	Powers	14
18.2	To retain property	14
18.3	To sell	14
18.4	To consent to re-organisation	14
18.5	To employ professional assistance	15
18.6	To act on advice	15
18.7	To determine all matters of doubt	15
18.8	To open bank account	15
18.9	To institute proceedings	15
18.10	To exercise voting rights	15
18.11	To deposit securities or documents of title	15
18.12	To exercise <i>Corporations Act 2001</i> (Cth) powers by corporate trustee	15
18.13	To protect the Fund	15
18.14	To act despite personal interest	16
18.15	To exercise voting powers	16
18.16	To compromise	16
18.17	Guarantee and indemnity	16
18.18	Power to dispose to Trustee acting in different capacity	16
19	Further powers - subscriptions for new shares-----	16
20	Administration costs, disbursement and outgoings-----	17
20.1	Administration costs	17
20.2	Disbursements and outgoings	17
21	Distribution of Income of the Trust and capital -----	17
21.1	Interim distribution of dividends etc. from STL Shares	17
21.2	Payments of STL Share distributions	17
21.3	Distribution of Income of the Trust	18
21.4	Present entitlement	18
21.5	Payment of distribution	18
21.6	Interim distribution of income	18
21.7	Interim distribution of capital	19
22	Accounts, information and audit -----	19
22.1	Accounts	19
22.2	Books of account	19
22.3	Information	19
22.4	Audit of accounts	19
22.5	Cost of Audit	20
22.6	Distribution statement	20

23	Meetings of Unitholders	20
23.1	Convening of meetings	20
23.2	Notice of Meeting	20
23.3	Chairman	20
23.4	Voting	20
23.5	Representation and voting of Unitholders	20
23.6	Form of proxy	21
23.7	Number of proxies	21
23.8	Validity of proxies	21
23.9	Resolution binding on all Unitholders	22
23.10	Written resolution	22
24	Majority vote of Unitholders required	22
25	Variation of Deed	22
25.1	Power to vary or revoke	22
25.2	Renouncement or release of power to vary or revoke	22
26	Trustee's Indemnity	23
26.1	Indemnity	23
26.2	No Indemnity for certain costs	23
26.3	No effect on Subscription and Option Agreement	23
27	Limit of liability of Unitholders	23
27.1	Unitholders not obliged to indemnify Trustee	23
27.2	Unitholder's liability	23
28	Relationship	23
29	Deed binding on Unitholders	23
30	Jurisdiction	24
30.1	Laws of Queensland	24
30.2	Other jurisdiction	24
31	Notices	24
31.1	Method of giving notice	24
31.2	When is notice given	24
31.3	Address for notices	25
32	Counterparts	25
	Execution	26

Deed of trust

No Queensland transfer duty payable

Dated 10 SEPTEMBER 2015

Parties

Settlor **McR Settlements Pty Ltd ACN 605 071 627**

of c/o McCullough Robertson Lawyers, Level 11, Central Plaza 2, 66 Eagle Street, Brisbane, Queensland, 4000

Trustee **Mackay Sugar Limited ACN 057 463 671**

of Racecourse Mill, Peak Downs Highway, Mackay, Queensland, 4740

(which includes the trustee or trustees for the time being of this Trust or any of one or more of them whether original or additional or substituted)

Background

- A The Settlor wishes to establish a unit trust to be called the STL Shareholding Trust to be administered for the benefit of the Unitholders as set out in this document.
- B The Settlor intends on the execution of this document to pay the Trustee the Settlement Sum to be invested in investments authorised by this document.
- C The Settlement Sum and cash and investments must be held by the Trustee on the trust and the terms set out in this document.
- D It is intended that the Trustee, Settlor and the Unitholders are bound by this document.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Accrual Period	(a) a year ending on 30 June; (b) the first Accrual Period is from the date of this document to the next 30 June; and (c) the last Accrual Period is from 1 July immediately before to the Vesting Day, ending on the Vesting Day.
Australian ADI	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
Authorised Investments	means any one or more of the securities, funds or assets

Term	Definition
	referred to in clause 17.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice required or a payment is to be made.
Call Option	has the meaning given in the Subscription and Option Agreement.
Call Option Price	has the meaning given in the Subscription and Option Agreement.
Distribute	means to pay, apply, or set aside including by placing sums to the credit of a Unitholder in the books of the Trust.
Fund	means the assets of the Trust comprising: (a) the Settlement Sum Initially paid to the Trustee under clause 2.2; (b) the amounts contributed or credited to pay for additional Units issued for cash under this document; (c) capital profits arising from the sale of assets of the Fund; (d) the STL Shares; (e) all dividends and other distributions (including capital distributions) paid in respect of the STL Shares; (f) the right to receive the Call Option Price or Put Option Price (as applicable) and the right to receive any amount in consideration for the STL Shares; and (g) other assets.
Income of the Trust	means the amount that is taken to be the income of the Trust, being determined as equal to: (a) the Net Income, not taking into account a reduction in a net capital gain for the Trust for the relevant period which arises as a result of the discount capital gains concession under Part 3-1 of the Tax Act (1997), excluding any amount: (i) included in the Net Income as a franking credit gross up under Part 3-6 of the Tax Act (1997); or (ii) representing an excess of that Net Income over income and capital gains under trust law due to a non-deductible expense; (b) decreased or increased by any other amount determined by the Trustee.
Insolvency Event	means, in relation to a party, any of the following events: (a) a controller (as defined in the Corporations Act), an administrator or similar officer is appointed to the party, or over substantially all of the property, assets or undertaking of the party; (b) a controlling trustee is appointed to the party, or over substantially all of the property of the party; However any event that takes place as part of a solvent reconstruction, amalgamation, merger, or consolidation, on terms approved in writing by the other party beforehand and in

Term	Definition
	compliance with those terms is excluded from this definition.
Net Income	means the amount calculated as the net income of the Trust under section 95 of the Tax Act (1936).
Put Option	has the meaning given in the Subscription and Option Agreement.
Put Option Price	has the meaning given in the Subscription and Option Agreement.
Security Deed	means the agreement of that name between the Trustee and the One Tree Agriculture Pty Limited ACN 168 726 592 entered into around the date of this document.
Settlement Sum	means \$10.
STL	means Sugar Terminals Limited ACN 084 059 601, a company listed on the National Stock Exchange of Australia on the date of this document under the trading code 'SUG'.
STL Shares	means 32,730,150 M class shares in STL and includes any securities in STL into which the shares are reorganised reconstructed into, including by way of: (a) a bonus issue of shares or other securities for no consideration; (b) a sub division or consolidation of shares or other securities; or (c) any other reorganisation or reconstruction of share capital where STL neither pays nor receives cash.
Subscription and Option Agreement	means the agreement of that name between the Trustee and One Tree Agriculture Pty Limited ACN 168 726 592 (One Tree) entered into around the date of this document for, amongst other things, the subscription for Units in the Trust by One Tree.
Subscription Rights	has the meaning given in clause 4.2
Tax Act (1936)	means <i>Income Tax Assessment Act 1936</i> (Cth).
Tax Act (1997)	means <i>Income Tax Assessment Act 1997</i> (Cth).
Tax Acts	means the Tax Act (1936) and the Tax Act (1997).
Termination Day	means: (a) 30 April 2024; or (b) the date that all of the STL Shares cease to be a part of the Fund, including due to the exercise of rights under the Subscription and Option Agreements.
Termination Event	means the first of the following to occur: (a) an applicable Termination Day; (b) the Trustee is required by law to realise the Fund and distribute the proceeds.
Termination Notice	means the notice referred to in clause 16.1(b).
Trust	means the trust constituted by this document.
Trust Account	means an interest-bearing account maintained by the Trustee for the Trust with The Australia and New Zealand Banking Group

Term	Definition				
	Limited or another Australian ADI approved in writing by Unitholders holding at least 75% of the Units.				
Unit Value	means the value of a Unit, determined by dividing the market value of the Trust property (net of liabilities) by the total number of Units on issue at the relevant date. In determining the market value of the Trust property, the Trustee must apply: (a) the accounting standards from time to time approved under the Corporations Act; and (b) generally accepted accounting principles and practices in Australia consistently applied, except those principles and practices which are inconsistent with the standards or requirements referred to in paragraph (a).				
Unitholder	means a person registered as the holder of a Unit created under this document, including at the date of this document the initial subscriber for Units in the Trust, being: <table> <tr> <td>Full name and Address of Unitholder</td><td>Number of Units</td></tr> <tr> <td>One Tree Agriculture Pty Limited (ACN 168 726 592) of Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000</td><td>10</td></tr> </table>	Full name and Address of Unitholder	Number of Units	One Tree Agriculture Pty Limited (ACN 168 726 592) of Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	10
Full name and Address of Unitholder	Number of Units				
One Tree Agriculture Pty Limited (ACN 168 726 592) of Level 34, Grosvenor Place, 225 George Street, Sydney NSW 2000	10				
Units	means the units created under clause 8.1(a) or 9.1 and for the time being outstanding in the hands of Unitholders.				

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included;
- (g) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (h) a reference to this document includes the agreement recorded by this document;
- (i) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (j) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (k) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (l) a reference to 'month' means calendar month.

2 Establishment of Trust

2.1 Settlement

The Settlor declares the Trustee is possessed of the Fund for the benefit of the Unitholders according to the terms of this document and the Trustee accepts the declaration.

2.2 The Fund

On or before the date of this document the Settlor must pay the Trustee the Settlement Sum to establish and constitute the Fund. The Trustee must invest the Settlement Sum in the name of the Trustee in Authorised Investments.

3 The trusts of the Fund

3.1 Trustee to hold on trust for Unitholders

The Trustee holds the Fund on trust for the Unitholders so that, subject to clause 21.4, they have a vested and indefeasible interest in the Fund in proportion to the number of Units registered in the names of the respective Unitholders divided by the total number of Units on Issue.

3.2 Trustee controls investments

The Trustee holds the Fund for the benefit of the Trust as a whole and Unitholders cannot require the transfer to themselves of any part of the Fund.

3.3 Unitholders do not represent Trust

Unitholders must not:

- (a) attend meetings;
- (b) vote upon matters; or
- (c) take part in or consent to an action,

on behalf of the Trustee concerning an investment of the Fund, except with the prior written consent of the Trustee.

3.4 Trustee to act continuously

The Trustee covenants it will act continuously as the Trustee of the Trust until:

- (a) the Trust is terminated and wound up under clause 16; or

- (b) It has been removed under clause 4.

4 STL Shares

4.1 Trustee to hold STL shares on Trust

Within two Business Days of receipt of the subscription proceeds of \$26,500,000 under the Subscription and Option Agreement, the Trustee must declare that it holds the STL Shares on the terms of this Trust in return for the payment of those subscription proceeds to the Trustee in its personal capacity. The subscription proceeds are part of the Fund until paid to the Trustee in its personal capacity.

4.2 Right to subscribe for further STL Shares

- (a) The Trustee and Unitholders agree that, subject to the definition of 'STL Shares' in clause 1.1, any rights to subscribe for further securities in STL that arise as a result of the Trustee holding the STL Shares (**Subscription Rights**) do not form part of the Fund and:
- (i) if, despite this clause 4.2, the Unitholders have any beneficial interest in the Subscription Rights, they irrevocably assign that interest to the Trustee in its personal capacity for no consideration; and
 - (ii) if the Trustee elects to exercise any Subscription Rights, those rights are exercised by the Trustee in its personal capacity and any securities issued in STL as a result of those Subscription Rights do not form part of the Fund and are not subject to the terms of this Trust.
- (b) The Trustee will indemnify each Unitholder on demand against all Tax the Unitholder is assessed or charged for, or otherwise required to pay, in relation to any assignment under clause 4.2(a)(i). For the purpose of this clause, **Tax** means income tax, capital gains tax, capital tax, GST, stamp duties and other tax, impost, rates, duties, charges and levies assessed or charged or assessable or chargeable by or payable to any national, federal, state or municipal taxation or excise authority in Australia or elsewhere, including any interest, penalty, charge, fee or other amount imposed or made on or in respect of the failure to file a return in respect of or to pay any such tax, impost, rates, duties, charges or levies.

4.3 Trustee reacquisition of STL Shares

For the avoidance of doubt, the Trustee exercising its right to, or otherwise being required to, cease holding the STL Shares on the terms of the Trust as part of the Fund in accordance with clause 3 or clause 4 respectively of the Subscription and Option Agreement in consideration for holding a cash amount or (only to the extent permitted under the Subscription and Option Agreement) a right to receive a cash amount in consideration for the STL Shares, equal to the Call Option Price or Put Option Price (as applicable), on the terms of this Trust as part of the Fund, and thereby to become both the beneficial and legal owner of the STL Shares:

- (a) is within the power of the Trustee;
- (b) will not be regarded as a breach of the Trustee's duties; and
- (c) does not result in any right for compensation for a unitholder or beneficiary of the Trust.

5 Removal of Trustee and appointment of new Trustee

5.1 Removal

The Trustee may be removed:

- (a) as provided by law; or
- (b) by a resolution of Unitholders and with effect from the date contemplated in the resolution, if

an Insolvency Event occurs, or an event happens in Australia or any other country or territory in respect of the Trustee that is similar to any of the events or circumstances referred to in the definition of 'Insolvency Event'.

5.2 Appointment

On the removal of the Trustee the Unitholders must appoint another Trustee, at a meeting convened and held under clause 23.1. The new Trustee will replace the outgoing Trustee with effect from the date on which the outgoing Trustee ceases to be the Trustee.

5.3 Retiring Trustee to vest Fund in new Trustee

When the Trustee is removed, it must:

- (a) cause the Fund to vest in the new Trustee; and
- (b) deliver to the new Trustee all property relating to the Fund.

5.4 New Trustee's Acceptance

The new Trustee must execute a deed accepting the office of Trustee and undertaking to perform and observe the obligations of the retiring Trustee. The Trustee must also be a party to that deed and agree to do all things reasonably necessary to facilitate the change of trustee.

5.5 Retiring Trustee to be fully discharged

Any Trustee who is removed or retires is discharged of all liabilities for which that Trustee could have been indemnified out of the Fund if it had remained the Trustee, and the discharge applies regardless of the number or type of Trustees who are in office.

6 Trustee's remuneration

A Trustee is not entitled to any remuneration for acting as Trustee.

7 Investment of the Fund

On payment to the Trustee of the Settlement Sum under clause 2 the Trustee may invest the sum and, subject to clause 21, any additional money that come into its hands as trustee, in Authorised Investments.

8 Units

8.1 Division

The initial beneficial interest in the Fund must be:

- (a) divided into Units of a total amount payable of \$1 each; and
- (b) held by the Unitholders in the numbers so allocated.

8.2 Units to be of equal value

At any time each of the Units into which the beneficial interest in the Fund is divided is of equal Unit Value and must be distinguished by numbers.

8.3 Subdivision and Consolidation of Units

Provided that it will not result in a variation of a beneficial interest in the Fund or of the rights or obligations of a Unitholder, the Trustee may, with the prior written consent of all Unitholders:

- (a) increase the total amount payable per Unit and decrease the total number of Units, so as to consolidate the Units; or
- (b) decrease the total amount payable per Unit and increase the number of Units, so as to divide the Units.

8.4 No partly-paid Units or classes

- (a) The Trustee may not issue partly-paid Units.
- (b) All Units must be of the same class, ranking *pari passu* in all respects including the right to receive income and capital. The Trustee may not issue different classes of units.

9 Issue of units

9.1 Issue

The Trustee may only issue Units:

- (a) in accordance with the Subscription and Option Agreement; or
- (b) with the prior written consent of Unitholders holding at least 75% of the units on issue, to any person.

9.2 Availability of additional Units

For all purposes under this document, the number of additional Units available to be issued at a date is determined by dividing the amount of the cash to be subscribed per Unit by the Unit Value at that date.

9.3 Issue for value

Even if all Unitholders consent in writing to a variation of the formula set out in clause 9.2, no issue of Units may occur other than for consideration which reflects the Unit Value at the date of issue of the Units.

10 Redemption of Units

10.1 Redemption

- (a) A Unitholder may make a written request to the Trustee for all or part of its Units to be redeemed.
- (b) Unit certificates (if any) for the Units to be redeemed must be lodged with the request.
- (c) The Trustee has an absolute discretion whether to agree to the redemption, subject to clause 10.1(e).
- (d) If all Unitholders consent in writing, the Trustee may agree to the redemption on the basis that the Trustee will:
 - (i) redeem and pay for the redemption in the manner set out in clause 10.1(e); or
 - (ii) procure some other person to acquire and pay for the Units,
 at the Unit Value of the Units at the date of the redemption.
- (e) The Trustee may not redeem a Unit unless the Unitholder has requested redemption under clause 10.1(a), all Unitholders have approved the redemption, and the Trustee has agreed to the redemption under clause 10.1(c).

10.2 Redemption for value

Even if all Unitholders consent in writing to a variation of the process set out in clause 11, no redemption of Units may occur other than for consideration which reflects the Unit Value at the date of redemption of the Units.

11 Redemption of Units - options and powers

The Trustee has the following options and powers relating to the redemption of Units:

- (a) to effect the redemption out of assets of the Fund;
- (b) to have a sufficient portion of the Fund (in cash or investments or both) released in order to provide the redemption money;
- (c) to borrow on the security of an asset of the Fund a sufficient sum to provide the redemption money; or
- (d) to mortgage, charge or encumber an asset or assets of the Fund to secure the payment of the redemption money or a part of the redemption money.

12 Actions available to Trustee

12.1 Cancellation of unit certificates

If the Trustee agrees to redeem any Units, the Unitholder must deliver the certificate or certificates (if any) comprising the Units agreed to be redeemed to the Trustee for cancellation.

12.2 Actions available following cancellation

Once the steps in clause 12.1 have been fulfilled (if relevant), the Trustee may take one or more of the following actions as the circumstances may in the opinion of the Trustee require:

- (a) immediately sell assets of the Fund for a value sufficient to pay to the Unitholder the Unit Value of the Units being redeemed;
- (b) if so requested by the Unitholder, but at the option of the Trustee, transfer to the Unitholder in specie investments of the Fund of a value equal to the Unit Value of the Units agreed to be redeemed; or
- (c) borrow the amount required to redeem the Units.

12.3 Redemption expenses deductible

The Trustee may deduct from the amount payable to a Unitholder on the redemption of Units, any costs or expenses properly incurred by the Trustee of or incidental to the redemption of the relevant Units. If under clause 10.1 the Trustee has procured another person to acquire the Units the Unitholder must as a precondition to the approval of the Trustee under clause 14.1 pay the Trustee the costs and expenses that would have been payable under this clause if the Units were redeemed.

13 Register of Unitholders

13.1 Register details

The Trustee must keep a register of Unitholders and enter the following details:

- (a) the names, addresses and descriptions of the Unitholders;
- (b) the number of Units for which they are registered and the distinctive numbers of the certificates (if any) held by them;
- (c) the date the name of every Unitholder was entered in the register in respect of Units listed in the Unitholder's name; and
- (d) any other details the Trustee considers necessary.

13.2 Applications for Units

An application for the issue of Units must be in writing, signed by the applicant, addressed to the Trustee and in the form prescribed by the Trustee. Each application must be held by the Trustee in safe custody.

13.3 Applications to be numbered

Each application must be numbered distinctly to correspond with the certificate issued; however the Trustee is not required to issue certificates for Units except at the specific request of a Unitholder.

13.4 Change of address

Changes in address must be notified by the Unitholder to the Trustee as soon as reasonably possible. On receipt of the notification the Trustee must amend the register.

13.5 Trustee discretion to refuse application

The Trustee may refuse an application without giving any reason, and no notice of trust (express, implied or constructive) must be entered on the register except as the Trustee may in its discretion agree. The mere acceptance of an application does not constitute an agreement. This clause 13.5 does not apply to any application for Units under the Subscription and Option Agreement.

14 Transfer of Units

14.1 Right to transfer

A Unitholder may only transfer Units held by the Unitholder:

- (a) with the written approval of the Trustee (which may be refused without giving any reason); or
- (b) where permitted to do so under the Subscription and Option Agreement.

14.2 Transfer instrument

Every instrument of transfer must be signed by the transferor and the transferee and the transferor is deemed to remain the holder of the Units until the name of the transferee is entered in the register of Unitholders as holder.

14.3 Transfer instrument to be stamped

Every instrument of transfer must be duly stamped (if stamp duty is payable) and left with the Trustee and must be accompanied by the certificate (if any) relating to the Units to be transferred.

14.4 Registration of transfer

On being satisfied that this clause has been complied with the Trustee must make the appropriate entry of the transfer in the register and every instrument of transfer must be retained by the Trustee and the certificate (if any) which accompanied the instrument of transfer must be cancelled and, if requested by the transferee, a new certificate for the transferred Units must be issued to the transferee.

15 Unitholders

15.1 Joint Unitholders

If a joint Unitholder of a Unit dies then the survivor or survivors are the only persons recognised by the Trustee as having title to or an interest in the Unit.

15.2 Sole Unitholder

On the death or bankruptcy of a sole Unitholder or on a sole Unitholder becoming a patient for the purposes of the *Mental Health Act 2000* (Qld) the sole Unitholder's legal personal representative or the Public Trustee or Committee (as the case may be) is the only person recognised by the Trustee as having title to the Units.

16 Winding up following Termination Event

16.1 Sale and conversion on termination

- (a) Subject to clause 16.1(c), on the occurrence of a Termination Event:
- (i) subject to clauses 16.1(a)(ii), 16.1(a)(iii), 16.1(a)(iv) and 16.1(b), the Trustee must as soon as practicable sell and convert into money the investments and property constituting the Fund, and as soon as is practicable after giving the Termination Notice, divide the proceeds of the sale and conversion less all proper and reasonable costs, disbursements, commissions, brokerage fees and other outgoings and all proper and reasonable provision for liabilities among the Unitholders in proportion to the number of Units of which they are at the date of the giving of the Termination Notice respectively registered as the holders, divided by the total number of Units on issue;
 - (ii) all Units will be cancelled and taken to be redeemed from the date the final distribution of the net proceeds from realisation is made, and the Unitholders must deliver their Unit certificates (if any) to the Trustee for cancellation; and
 - (iii) the Trustee may, only at the request of a Unitholder, transfer to the Unitholder assets of the Fund in specie in satisfaction or part satisfaction of that Unitholder's entitlement on the termination of the Trust.
 - (iv) for the purposes of clause 16.1(a)(i), if the Call Option or Put Option have been exercised, the proceeds of sale and conversion of the STL Shares shall be limited to the amount calculated as payable by the Trustee (in its personal capacity) into the Fund under the Subscription and Option Agreement, in particular:
 - (A) where the Termination Event is as a result of the exercise of the Call Option or Put Option, then the proceeds of sale and conversion of the STL Shares shall be limited to the amount of the Call Option Price or Put Option Price (as applicable); and
 - (B) where the Trustee has failed to comply with its obligation to pay the Call Option Price or the Put Option Price under clause 3 or clause 4 as applicable of the Subscription and Option Agreement then the proceeds of sale and conversion of the STL Shares shall be limited to the amount calculated under clause 6.2 of the Subscription and Option Agreement

that would have been payable into the Fund on an election being made under clause 20.1(b) of the Security Deed;

and any balance of the actual proceeds of sale and conversion is to be paid to or retained by Mackay Sugar Limited in its personal capacity.

- (b) If the Call Option is exercised before 30 April 2024, the date of the final distribution of the net proceeds from realisation cannot occur until after the later of:
- (i) the date the next interim or final dividend declared or determined by STL after the date of exercise of the Call Option; and
 - (ii) the date any special dividend or distribution declared or determined by STL within the earlier of the period ending 18 months after the date of exercise and the period ending on 30 April 2024,

is paid in respect of the STL Shares.

- (c) If the Trustee fails to comply with its obligation to pay the Call Option Price or the Put Option Price under clause 3 or clause 4 as applicable of the Subscription and Option Agreement then clause 16.1(a) will not apply and the Trust will terminate on the first to occur of the following events:
- (i) the 80th anniversary of the date of this document; and
 - (ii) a notice being given under clause 20.1(b) of the Security Deed,
- at which time clauses 16.1(a)(i) to 16.1(a)(iv) will then apply.

16.2 Notice of termination

The Trustee must as soon as practicable after it becomes aware of a Termination Event give each Unitholder at least one month's written notice of the impending distribution. The notice must provide reasonable details of the Termination Event.

16.3 Continuation of powers

The powers, duties and rights of the Trustee continue following a Termination Event or an event under clause 16.1(c)(i) or (ii) to the extent to which they are not inconsistent with this clause 16.

17 Powers and duties of Trustee

17.1 Authorised Investments

The Trustee may and is authorised to invest Trust money in one or more of the following investments or in the purchase of the kinds of property set out below:

- (a) shares in STL;
- (b) shares or any property received as a result of being a shareholder in STL;
- (c) cash and bank accounts or term deposits in an Australian ADI; and
- (d) with the consent of Unitholders holding at least 75% of the units on issue, any other property or investment.

17.2 Trustee to manage Fund

Subject to this document, the Trustee has the exclusive right to manage and control the Fund as it thinks appropriate for the best interests of the Unitholders and the powers over and in respect of the investments assets and property of the Fund which it could exercise as if it were the absolute and beneficial owner of the entirety of every Investment, asset and property.

17.3 No personal obligation on Unitholders

The Trustee must not enter into a contract that imposes an obligation on the Unitholders personally or call on them for any payment other than the amounts of their respective subscriptions for Units, except a contract entered into with a Unitholder.

17.4 No gifts

The Trustee may not make a gift of any asset of the Trust.

18 Further powers

18.1 Powers

Subject to clause 17, the Trustee has the following powers.

18.2 To retain property

To retain property belonging to or forming part of the Fund in the actual state or condition in which the property is received by the Trustee.

18.3 To sell

- (a) Subject to clause 18.3(b), to sell, alienate or otherwise dispose of or to call in or convert, all or any property at any time forming part of the Fund, in the manner by public or private treaty and for the price in money or other consideration on conditions the Trustee thinks appropriate (including power to grant options over any property on any terms the Trustee decides), and to receive the consideration and grant discharges, except for the STL Shares, which must only be dealt with in accordance with the Subscription and Option Agreement.
- (b) The Trustee may only exercise a power in clause 18.3(a) and clause 18.18 in relation to the STL Shares in accordance with:
 - (i) clause 3, 4 or 5 of the Subscription and Option Agreement;
 - (ii) clause 16 of this deed; and
 - (iii) the Security Deed.

Despite clause 18.1, this clause 18.3(b) operates despite anything in clause 17.2.

18.4 To consent to re-organisation

With the prior approval of Unitholders holding at least 75% of the Units on issue, to consent to a re-organisation or restructure of a company the securities of which form part of the Fund and to consent to any reduction of capital or other dealing with the securities as the Trustee may consider advantageous or desirable.

18.5 To employ professional assistance

To employ and pay for the professional or other assistance as the Trustee may decide is necessary in the discharge of the duties of the Trustee, including assistance from a partner of a Trustee or from a person who is a director or shareholder or both of a company which is a Trustee.

18.6 To act on advice

To act on the opinion or advice of or information obtained from any competent financial adviser, lawyer, valuer, surveyor, broker, auctioneer or other competent expert or professional, and the Trustee is not responsible for any loss, depreciation or damage occasioned from acting or not acting in accordance with that opinion or advice or information if the Trustee acted reasonably in doing so.

18.7 To determine all matters of doubt

To determine all questions and matters of doubt which may arise in the course of the management, administration, realisation, liquidation, partition or winding up of the Fund.

18.8 To open bank account

To open a bank account or bank accounts and to operate on, and to authorise any other person or persons to operate on, the same.

18.9 To institute proceedings

To institute and defend proceedings at law and to proceed to the final end and determination of the proceedings or compromise them as the Trustee considers advisable.

18.10 To exercise voting rights

To exercise or concur in the exercising of voting and other rights attaching to securities of the Fund so as to become a director or other officer or employee of any company and to vote for and to be paid and retain for the Trustee's own use and benefit reasonable remuneration for the Trustee's services to that company.

18.11 To deposit securities or documents of title

To deposit the securities or documents of title to Trust property with an Australian ADI, trust company, investment broker or like institution in Australia.

18.12 To exercise *Corporations Act 2001* (Cth) powers by corporate trustee

Every Trustee who is a corporation or company has the powers of a company contained in section 124 *Corporations Act 2001* if those powers are not expressly modified or excluded by the constitution of the company.

18.13 To protect the Fund

To take action as the Trustee thinks appropriate for the adequate protection of any part of the Fund and to do all things as may be incidental to the exercise of the powers and authorities conferred on the Trustee by this document.

18.14 To act despite personal interest

To exercise or concur in exercising all of the powers and discretions contained in this document or otherwise conferred on it by law despite the Trustee or a person being a Trustee or a person being a director or shareholder of a Trustee of the Trust (being a company) has or may have a direct or personal interest (whether as Trustee of any other trust or in a personal capacity or as a director or shareholder of any company or otherwise) in the mode or result of exercising the power or discretion as may benefit either directly or indirectly as a result of the exercise of the power or discretion and despite the Trustee for the time being is the sole Trustee.

18.15 To exercise voting powers

To exercise the voting powers attaching to shares, debentures or other securities at any time forming part of the Fund.

18.16 To compromise

With the prior approval of Unitholders holding at least 75% of the Units on issue, to compromise and settle or compound for the consideration and on the terms that the Trustee considers advisable all or any action, suit, proceeding, difference or demand or matter relating to the Trust or to the Fund and the compromises and settlements are binding on the Unitholders and others who at any time acquire an interest under the Trust.

18.17 Guarantee and indemnity

With the prior approval of Unitholders holding at least 75% of the Units on issue, to give or enter into a guarantee or indemnity for and in respect of the payment of money or the performance of a contract obligation or undertaking by a person firm or corporation (including a Unitholder) as the Trustee thinks appropriate and to accept and pay a liability (primary, contingent or otherwise) of a person firm or corporation on the terms the Trustee thinks appropriate and to give security by way of mortgage charge or otherwise over all or part of the assets of the Fund to secure the performance of the guarantee/indemnity undertaking or liability whether joint several or otherwise and no lender need be concerned to enquire into the necessity for the granting of a guarantee/indemnity or undertaking or the acceptance of a liability.

18.18 Power to dispose to Trustee acting in different capacity

To sell, transfer, hire, lease or dispose of any real or personal property of the Trust Fund to the Trustee in his, her or its personal capacity or in his, her or its capacity as trustee of other trust funds or in any other capacity, or to any company or partnership (notwithstanding that the Trustee, or any person who is a shareholder or director of the Trustee), is a shareholder, director, member or partner of that company or partnership, or to a wife, husband, child or children of any Trustee absolutely:

- (a) with the prior approval of Unitholders holding at least 75% of the Units on issue; or
- (b) as contemplated by clause 4.3.

19 Further powers - subscriptions for new shares

Without limiting clauses 17 and 18, when a company or corporation, the shares, notes or debentures or other securities of which are included in the Fund, offers to the Trustee rights to subscribe for new shares notes or debentures or other securities, the Trustee may do any of the following things:

- (a) sell all of the rights;
- (b) sell some of the rights and use all or part of the proceeds to subscribe for the shares or debentures or other securities covered by the remainder of the rights. In this case the new shares, notes or debentures or other securities subscribed for are part of the investments of the Fund, without new Units being created; or
- (c) raise from the Fund the sum required to subscribe for the new shares, notes or debentures or other securities and apply it accordingly, in which case the new shares, notes or debentures or other securities are part of the Investments of the Fund without the creation of new Units.

This clause 19 does not apply to the Subscription Rights which the Trustee and Unitholders agree do not form part of the Fund.

20 Administration costs, disbursement and outgoings

20.1 Administration costs

The Trustee shall bear, in its personal capacity:

- (a) all costs and disbursements relating to the establishment and operation of the Trust including any stamp duty, the costs of preparing financial statements, tax returns and any other regulatory filings, and bank charges; and
- (b) any income tax in respect of the investments of the Fund:
 - (i) only in circumstances where the Trustee causes any or a greater amount of income tax to be payable, or income tax to be payable at a higher tax rate, as a result of a breach of the Trust by the Trustee or by a failure to ensure that the Unitholder is presently entitled to a share of income for a tax period; and
 - (ii) to the extent of the increase in combined tax payable (net of credits and refunds) by the Trustee and the Unitholder.

20.2 Disbursements and outgoings

The Trustee may pay out of the gross income of the Fund, and if the income is insufficient then out of the capital of the Fund, any costs of the audit undertaken under clause 22.4 not paid for by Unitholders.

21 Distribution of Income of the Trust and capital

21.1 Interim distribution of dividends etc. from STL Shares

The Trustee must make an interim distribution to the Unitholders of any dividend (whether interim, final, special or otherwise) or other cash distribution (that might arise from a capital reduction or otherwise) paid in respect of the STL Shares and all other amounts standing to the credit of the Trust Account in the manner contemplated by clause 21.2.

21.2 Payments of STL Share distributions

- (a) The Trustee must deposit (or procure the deposit of) all cash distributions paid in respect of the STL Shares into the Trust Account, and must promptly disburse to each Unitholder

the Unitholder's pro rata share of all funds standing to the credit of the Trust Account from time to time. The Trustee is not required to make a disbursement at any time under this clause when the total amount standing to the credit of the Trust Account is less than AUD\$1,000.00.

- (b) For the purpose of this clause 21.2, a Unitholder's pro rata share of funds standing to the credit of the Trust Account is in each case determined by the proportion to the number of Units of which it is the Unitholder divided by the total number of Units on issue at the time of:
 - (i) the record date of any cash distribution paid in respect of the STL Shares included in the funds; or
 - (ii) in the absence of a record date or if the Trustee does not know and cannot reasonably determine the record date, the Business Day before the proposed day of disbursement.

21.3 Distribution of Income of the Trust

On the last day of the Accrual Period, or any other date in respect of the Accrual Period as permitted or required under the Tax Acts (or as otherwise permitted by the relevant statutory authorities charged with enforcing the requirements set out under the Tax Acts) for the determination and effective distribution of the Income of the Trust to the Unitholders for the Accrual Period, the Trustee is deemed to distribute the amount (if any) of the Income of the Trust in respect of that Accrual Period less any Interim distribution of Income of the Trust made in respect of that Accrual Period or part thereof, to the Unitholders as at the last day of the Accrual Period. The Income of the Trust must be distributed under this clause 21.3 among the Unitholders in proportion to the number of Units of which they are the Unitholders divided by the total number of Units on issue, as at the last day of the Accrual Period.

21.4 Present entitlement

For the avoidance of doubt, it is acknowledged that each Unit entitles the Unitholder, from time to time, to a vested and indefeasible interest to the Income of the Trust distributed in respect of that Unit under this clause 21 and, subject to the taking of an account at the end of the Accrual Period, in accordance with clause 21.6.

21.5 Payment of distribution

Subject to the rights of Unitholders (including under clauses 21.1, 21.2 and 21.3), the Trustee may:

- (a) decide the amounts and timing of the payments to be made in total or part satisfaction of the Income of the Trust distributed to Unitholders; or
- (b) with the prior written consent of a Unitholder, issue to the Unitholder additional or further Units in total or part satisfaction of the distribution of Income of the Trust,

but must only make any payment or issue any further Units for the same proportion of each Unitholder's entitlement under clauses 21.2(b) or 21.4.

21.6 Interim distribution of income

The Trustee is entitled to make an Interim distribution of Income of the Trust to the Unitholders (over and above those contemplated by clause 21.1) at any time as the Trustee decides during an Accrual Period. If the aggregate of the interim distributions in any Accrual Period (including

those contemplated by clause 21.1) on the taking of an account at the end of the period exceeds the Income of the Trust for the period the excess is deemed rateable advances to the Unitholders who received the distribution repayable interest free on demand. Subject to clauses 21.2(b) and 21.4, the Income of the Trust distributed must be distributed among the Unitholders in proportion to the number of Units of which they are the Unitholders divided by the total number of Units on issue at the time of the interim distribution.

21.7 Interim distribution of capital

The Trustee is entitled to make an interim distribution of capital of the Fund to the Unitholders (over and above those contemplated by clause 21.1) from time to time whether in cash or, only at the request of a Unitholder, as an in specie distribution of assets of the Fund or otherwise, and on the terms that the Trustee determines. Subject to clause 21.2(b), the capital distributed must be distributed among the Unitholders in proportion to the number of Units of which they are the Unitholders divided by the total number of Units on issue at the time of the interim distribution.

22 Accounts, information and audit

22.1 Accounts

The Trustee must keep proper accounts of capital, income, property, assets, investments and money comprised in the Fund and all payments made from the Fund.

22.2 Books of account

The books of account must be kept at the office of the Trustee. Annual Profit and Loss Accounts and Balance Sheets must be made up as at 30 June each year.

22.3 Information

The Trustee must provide the Unitholders with the following information to the extent the information is not made available on the website maintained by STL or the National Stock Exchange of Australia's announcements platform:

- (a) all STL shareholder meeting materials and shareholder correspondence within one week of the Trustee receiving the same;
- (b) reviewed accounts of STL for each half financial year, within one week of the publication of the accounts;
- (c) audited accounts of STL for each financial year, within one week of the publication of the accounts; and
- (d) other information in the possession of the Trustee or which the Trustee can reasonably obtain, which a Unitholder may reasonably require from time to time.

22.4 Audit of accounts

If Unitholders holding at least 75% of the Units on issue give notice to the Trustee requiring it to do so, the Trustee must arrange for the accounts to be examined and their correctness ascertained by an auditor nominated by those Unitholders.

22.5 Cost of Audit

The cost of any audit to be undertaken as a result of clause 22.4 must be paid by the Unitholders who give the notice contemplated by clause 22.4.

22.6 Distribution statement

Within one month after the last day of each financial year of the Trust the Trustee will give the Unitholders a tax distribution statement that sets out the various components of the amounts distributed to the Unitholders during that financial year.

23 Meetings of Unitholders

23.1 Convening of meetings

A meeting of Unitholders may be convened if:

- (a) the Trustee; or
 - (b) 51% or more Unitholders,
- call for a meeting.

23.2 Notice of Meeting

Notice of a meeting must:

- (a) be in writing, given at least seven days prior and delivered as set out in clause 31.1; and
- (b) specify the general nature of business and the place, day, and time of the meeting.

23.3 Chairman

The Chairman of each meeting is appointed by majority vote of Unitholders present at that meeting.

23.4 Voting

Voting at each meeting is by a show of hands, unless a poll is demanded. If a poll is demanded then:

- (a) the poll must be called for by at least 51% of Unitholders; and
- (b) each Unitholder has one vote for every Unit held.

23.5 Representation and voting of Unitholders

- (a) Each Unitholder entitled to attend and vote may attend and vote in person or by proxy, by attorney or (where the Unitholder is a body corporate) by representative.
- (b) On a show of hands:
 - (i) subject to clause 23.5(b)(ii) and (iii), each Unitholder present at the meeting has one vote;

- (ii) where a Unitholder has appointed more than one person as representative, proxy or attorney for the Unitholder, none of the representatives, proxies or attorneys is entitled to vote; and
- (iii) where a person is entitled to vote because of clause 23.5(b)(i) in more than one capacity, that person is entitled only to one vote; and
- (c) On a poll, only Unitholders present at the meeting may vote and every Unitholder present at the meeting having the right to vote on the resolution has one vote for each fully paid Unit they hold.

23.6 Form of proxy

- (a) A Unitholder who is entitled to attend and vote at a meeting may appoint a person as a proxy to attend and vote for the Unitholder. A proxy appointed in accordance with this document to attend and vote may exercise the rights of the Unitholder on the basis.
- (b) A form of appointment of a proxy is valid if it is in any form (including electronic) which the Trustee may prescribe or accept.
- (c) Any appointment of proxy which is incomplete may be completed by the Trustee and the Trustee may authorise completion of the proxy by the insertion of the name of the chair as the person in whose favour the proxy is given.
- (d) Where a notice of meeting provides for electronic lodgement of proxies, a proxy lodged at the electronic address specified in the notice is taken to have been received at the registered office and validated by the Unitholder if there is compliance with the requirements set out in the notice.

23.7 Number of proxies

- (a) A Unitholder may appoint not more than two proxies. A proxy need not be a Unitholder.
- (b) If a Unitholder appoints two proxies and the appointment does not specify the proportion or number of the Unitholder's votes each proxy may exercise, each proxy may exercise half of the votes.
- (c) If a Unitholder appoints two proxies, neither proxy shall be entitled to vote on a show of hands. Otherwise, a proxy is entitled to vote on a show of hands.

23.8 Validity of proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
 - (i) the revocation of the instrument (or of the authority under which the instrument was executed) or the power; or
 - (ii) the transfer of the Unit in respect of which the instrument or power is given,
 if no notice in writing of the revocation or transfer (as the case may be) has been received by the Trustee before the commencement of the meeting, or adjourned meeting at which the instrument is used or the power is exercised.

- (b) A proxy is not revoked by the Unitholder attending and taking part in the meeting unless the Unitholder actually votes at the meeting on a resolution for which the proxy is proposed to be used.

23.9 Resolution binding on all Unitholders

A resolution passed at a meeting of Unitholders or under clause 23.10 is binding on all Unitholders.

23.10 Written resolution

A resolution in writing signed by Unitholders together holding that number of votes necessary for the resolution to be passed is a valid resolution of the Unitholders and is effective when signed by the last of the Unitholders constituting the relevant majority. The resolution may consist of several documents in the same form, each signed by one or more Unitholders. A facsimile transmission or other document produced by mechanical or electronic means under the name of the Unitholder with the Unitholder's authority is considered to be a document in writing signed by the Unitholder.

24 Majority vote of Unitholders required

A Unitholder request may only be submitted to the Trustee if it is first approved at a meeting or under clause 23.10 and at least 51% of Unitholders vote or sign a resolution in favour of the request or it is made in writing by Unitholders holding at least 75% of the Units on issue.

25 Variation of Deed

25.1 Power to vary or revoke

The Trustee may, with the written consent of all Unitholders, at any time before the Termination Day, vary or revoke any part of this document, provided that no such variation or revocation may be made to:

- (a) clause 1 if it may or will result in the value of Units being determined other than by dividing the value of the Fund as determined by the total number of Units on issue at the relevant date;
- (b) the definition of 'Unit Value';
- (c) clause 10.1(e);
- (d) clause 9 if it may or will result in the issue of any Unit at a price other than a price which reflects the Unit Value of the Unit;
- (e) clause 10 if it may or will result in the redemption of any Unit for a redemption amount other than an amount which reflects the Unit Value of the Unit; or
- (f) this clause 25.1 and clauses 8.4 and 17.4.

25.2 Renunciation or release of power to vary or revoke

At any time the Trustee may renounce, or release, the powers set out in clauses 25.1. The Trustee's renunciation or release:

- (a) may be partial or whole; and
- (b) ends its powers to that extent.

26 Trustee's indemnity

26.1 Indemnity

Subject to clauses 26.2 and 26.3, the Trustee has no claim of any nature against a Unitholder for liabilities incurred in connection with an investment or in respect of an action taken by it or in respect of an undertaking engaged in by the Trustee but where the Trustee has acted within power and for a proper purpose the Trustee may be indemnified out of the Fund for liabilities incurred in executing the powers, duties, authorities or discretions vested in the Trustee under this clause and in respect of actions, proceedings, costs, claims and demands relating to a matter or thing done or omitted to be done concerning the Fund.

26.2 No indemnity for certain costs

The right of indemnity in clause 27.1 does not apply to costs and disbursements for which the Trustee is personally liable under clause 20.1.

26.3 No effect on Subscription and Option Agreement

Clause 27.1 does not apply to any claim that the Trustee may have against a Unitholder under the Subscription and Option Agreement.

27 Limit of liability of Unitholders

27.1 Unitholders not obliged to indemnify Trustee

Notwithstanding any other clause of this document, no Unitholder is under any obligation personally to indemnify the Trustee or any creditor of the Trustee for any of the liabilities (actual, contingent or otherwise and whether due to any deficiency or not) of the Trustee in relation to or arising in connection with the Fund and any alleged right of indemnity (whether by way of subrogation or otherwise) is expressly excluded.

27.2 Unitholder's liability

Any liability attaching to a Unitholder is limited to the amount of its beneficial interest in the Fund.

28 Relationship

No relationship of principal, agency or partnership exists between the Unitholders and each other or the Trustee and the Unitholders.

29 Deed binding on Unitholders

Unitholders are bound by and take the benefit of the terms of this document.

30 Jurisdiction

30.1 Laws of Queensland

This document is to be construed and takes effect in accordance with the proper law of this settlement from time to time which at the date of this document is the law of Queensland.

30.2 Other jurisdiction

The Trustee may from time to time and so often as the Trustee considers it advantageous to the Fund or otherwise in the interest of the Unitholders by resolution declare that from the date of the resolution (or the later date as is specified in the resolution) this settlement takes effect and the rights and liabilities of the Trustee and of the Unitholders as between themselves and the administration of the trusts of this document are determined and regulated in accordance with the laws of the State Territory or Country in which the Trustee is domiciled, resident or has a place of business (provided that the State, Territory or place has a system of law which includes the law of trusts or otherwise which would give effect to the provisions of these presents). After the date of the resolution, this settlement so takes effect according to the laws of the jurisdiction, which laws are the proper law of this settlement. As from the date of the resolution, the laws of the State of Queensland or other proper law of this settlement before the resolution cease to be the proper law of this settlement.

31 Notices

31.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) In writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

31.2 When is notice given

A notice, consent or communication delivered under clause 31.1 is given and received:

- (a) If it is hand delivered or sent by fax:
 - (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day; and

(b) If it is sent by post:

- (i) within Australia – three Business Days after posting; or
- (ii) to or from a place outside Australia – seven Business Days after posting.

31.3 Address for notices

A person's address and fax number are those set out in the register of Unitholders referred to in clause 13.

32 Counterparts

This document is validly executed if executed in one or more counterparts.

Execution

EXECUTED as a deed

Signed sealed and delivered by McR Settlements
Pty Ltd ACN 605 071 627 by a director authorised
to be a sole signatory for the company under its
constitution:

A  _____
Director

Signed sealed and delivered
by
Mackay Sugar Limited ACN 057 463 671 by:

A  _____
Director

A SYDNEY GORDON
Full name of Director

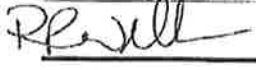
A  _____
Director/Secretary

A DONNA MARGARET RASMUSSEN
Full name of Director/Secretary

Annexure D

This is the annexure of 6 pages marked 'Annexure C' mentioned in the Form 603 Notice of initial substantial holder signed by me and dated 14 September 2015.

I certify that the document set out in this Annexure D is a true copy of the original document.

Signature	<u>Rebecca Willson - Director</u>	<u>Brent Bechtle Director</u>
	<u>Black River Investment Pl.</u>	<u>Black River Agricultural Fund 2 LP</u>
print name	<u>Black River Investment Pl.</u>	<u>capacity</u>
sign here	<u></u>	<u>date 14/09/2015</u>
	<u></u>	

Deed poll – declaration of trust

Mackay Sugar Limited ACN 057 463 671

Table of contents

1	Definitions and interpretation-----	1
1.1	Definitions	1
1.2	Interpretation	2
2	Declaration of trust-----	2
3	Governing law and jurisdiction-----	2

Deed poll – declaration of trust

Dated 10 September, 2015

Parties

Mackay Sugar **Mackay Sugar Limited ACN 057 463 671**

of Racecourse Mill, Peak Downs Highway, Racecourse via Mackay, Queensland 4740

Background

- A Mackay Sugar is the owner of the STL Shares in its individual capacity.
- B Under the Subscription and Option Agreement, Mackay Sugar is required to declare that it holds the STL Shares on the terms of the STL Shareholding Trust.
- C By this deed poll, Mackay Sugar declares that it holds the STL Shares on trust.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
Investment Price	has the meaning given to that term in the Subscription and Option Agreement.
STL	means Sugar Terminals Limited ACN 084 059 601.
STL Shares	means 32,730,150 M class shares in STL and includes any securities in STL into which the shares are reorganised or reconstructed into, including by way of: (a) a bonus issue of shares or other securities for no consideration; (b) a sub division or consolidation of shares or other securities; or (c) any other reorganisation or reconstruction of share capital where STL neither pays nor receives cash.
STL Shareholding Trust	means STL Shareholding Trust, established by the trust deed between McR Settlements Pty Ltd ACN 605 071 627 as Settlor and Mackay Sugar Limited ACN 057 463 671 as

Term	Definition
Subscription and Option Agreement	trustee dated on or about 10 September 2015. means the subscription and option agreement between Mackay Sugar and One Tree Agriculture Pty Ltd ACN 168 726 592 for the subscription of units in the STL Shareholding Trust dated on or about the date of this document.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Declaration of trust

Mackay Sugar irrevocably declares that on and from the date of this document it shall hold the STL Shares in its capacity as trustee of the STL Shareholding Trust.

3 Governing law and jurisdiction

- (a) Queensland law governs this document.

- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

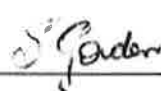
Execution

EXECUTED as a deed poll

Signed sealed and delivered

by

Mackay Sugar Limited Pty Ltd ACN 057 463 671 by:

^  _____
Director

^ Sydney Gordon
Full name of Director

^  _____
Director/Secretary

^ Donna Margaret Ramsay
Full name of Director/Secretary