

CLAYTON UTZ

FFC Business Operations Branch
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Contract of Sale for Charcoal Logs No. 769

Simcoa Operations Pty Ltd

Simcoa

General Manager of the Forest Products Commission

General Manager

The original contract was made on 29 July 1988 between the Executive Director of the Department of Conservation and Land Management and Barrack Silicon Pty Ltd.

The original contract has been amended pursuant to the following documents:

1. Deed of Variation of Contract of Sale: 20 November 1995;
2. Deed of Variation of Contract: 24 September 2004;
3. Amending Deed Contract of Sale for Jarrah Charcoal Logs Contract No. 769 dated 28 April 2006; and
4. Deed of Variation: 8 February 2007.

SCANNED

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Our reference 15703/80053818

Table of contents

1. **Definitions and Interpretation** 1

2. **Agreement**..... 4

3. **Duration of Agreement**..... 4

4. **Quantities**..... 4

5. **Price**..... 4

6. **Supply arrangements of Log Timber**..... 4

7. **Determination of Logging Plan**..... 4

8. **Acceptance, risk and property**..... 4

9. **Invoicing and Payment**..... 4

10. **Acknowledgements** 4

11. **Indemnity**..... 4

12. **Warranties** 4

13. **Dispute Resolution** 4

14. **Force Majeure** 4

15. **Assignment** 4

16. **Governing law** 4

17. **Costs** 4

18. **Non-Disclosure** 4

19. **Notices** 4

20. **Whole of agreement** 4

21. **Miscellaneous** 4

22. **GST** 4

Contract of Sale for Charcoal Logs made on August 24, 2009

Parties **General Manager Forest Products Commission** of 117 Great Eastern Highway
Rivervale Western Australia as delegate of the Commission pursuant to section 13
of the Act (**General Manager**)

Simcoa Operations Pty Ltd ABN 42 009 064 653 of 973 Marriott Road,
Wellesley, Western Australia (**Simcoa**)

Recitals

- A. By the Act, and in particular Part 8 of the Act, the Commission is empowered to enter into production contracts for the management, harvesting or sale of Forest Products.
- B. By an instrument of delegation made on 10 January 2002 pursuant to its powers under section 13(1) of the Act (**Delegation**), the Commission delegated to the General Manager certain of its powers and functions under the Act including power to enter into and execute this Agreement, and by section 13(4) of the Act a function performed by a delegate of the Commission (being the General Manager) is to be taken to be performed by the Commission.
- C. Simcoa carries on the business of producing high quality silicon and for this purpose requires wood charcoal.
- D. The General Manager has agreed to sell and Simcoa has agreed to purchase Log Timber on the terms and conditions of this Agreement.
- E. This Agreement replaces the Contract of Sale for Jarrah Charcoal Logs dated 29 July 1988, as amended.
- F. The parties intend that this Agreement shall be a production contract within the meaning of the Act.

The parties agree

In consideration of, among other things, the mutual promises contained in this Agreement:

1. Definitions and Interpretation

1.1 Definitions

Act means the Forest Products Act 2000 (WA) (as amended or replaced from time to time) and includes all regulations made pursuant to the Act.

Administration Charge is specified in Schedule 2.

Affected Party means a party to this agreement which is prevented from performing its obligations or satisfying a condition as a result of a Force Majeure event.

Agreement means this agreement.

Authorisation includes:

- (a) any consent, authorisation, registration, filing, accreditation, recording, agreement, notarisation, certificate, permission, license, approval, permit, authority, exemption, ruling or statutorily required policy of insurance; or

- (b) in relation to any act, matter or thing which may be proscribed or restricted in whole or in part by law or otherwise if a Government Authority intervenes or acts in any way within a specified period after lodgement, registration or other notification of such act, matter or thing, the expiration of such period without such intervention or action.

Authorised Officer means the General Manager, or an officer, employee, or agent of the Commission authorised by the Commission or the General Manager to authorise, approve, direct, consent, or to act or to withdraw, require or to omit to do any such things for or on behalf of the Commission or the General Manager in relation to any matter or thing under or relating to this agreement.

Business Day means a day on which trading banks are open for business in Western Australia, except a Saturday, Sunday or public holiday.

Business means the business of a timber processor conducted by Simcoa in WA.

CALM Act means the Conservation and Land Management Act 1984.

Cartage Charge is specified in Schedule 2.

Claim means any claim, right, action, proceeding, demand, or entitlement of any kind and includes, without limitation, a right, proceeding, demand or entitlement to be compensated or indemnified (in whole or in part) for or by way of loss, obligation of indemnity or contribution, damage, expense or liability however arising, and also includes a claim for compensation under any statute, or for breach of any statute or statutory obligation.

Commission means the Forest Products Commission constituted by section 5 of the Act.

Contract Year means each consecutive 12 month period from and including the date of 1 July 2009.

Contracts to Supply has the meaning given in clause 6(b)

Corporations Act means the Corporations Act 2001 (Cth) (as amended or replaced from time to time).

DEC means Department of Environment and Conservation.

Delegation has the meaning given in recital B.

Force Majeure means any cause or event outside the Affected Party's reasonable control and which the Affected Party has not caused or materially contributed to by its negligent acts or omissions, or the breach of its obligations under this agreement, including:

- (a) fire, lightning, explosion, flood, earthquake, storm, cyclone, drought, landslide, natural disaster, epidemic, radioactive contamination, risk to health or safety, toxic or dangerous chemical contamination or force of nature;
- (b) riots, insurrection, civil commotion, malicious damage, sabotage, act of terrorism, act of public enemy, war (whether declared or not) or revolution;
- (c) strike, lockout, boycott, work ban or other labour dispute or difficulty (other than where any such action is by the employees of the Affected Party or directed solely at the

Business);breakage or failure of, or an accident to, any part of the Processing Plant or other plant machinery or equipment owned or operated by the Affected Party and required by the Affected Party for the performance of obligations under this agreement, which occurs notwithstanding that the Affected Party has taken all reasonable steps to safeguard against the same; and

- (d) order of a court, tribunal or other Governmental Authority or the award of any arbitrator, or the inability to obtain or delay in obtaining governmental, quasi-governmental or regulatory Authorization.

Forest Management Plan means Relevant Management Plan in force at the date of execution of this Agreement.

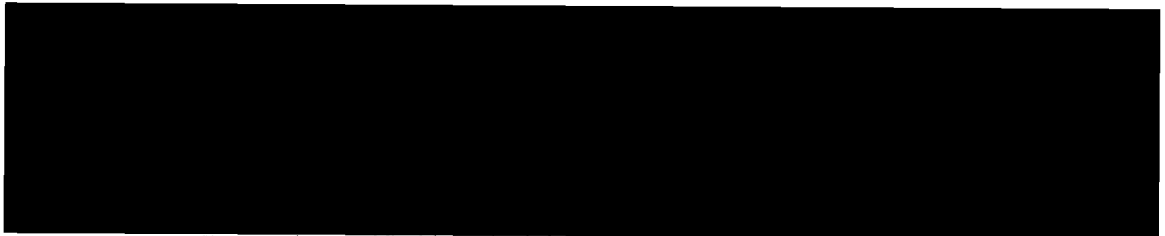
Forest Products has the meaning given to "forest products" in the Act.

General Manager means the person for the time being and from time to time holding, or acting in, the position of General Manager referred to in section 38 of the Act in his capacity as delegate of the Commission pursuant to an instrument of delegation made the 10th day of January 2002 by the Commission under section 13 of the Act.

Government Authority means any nation or government, any state or other political subdivision thereof, and any entity exercising legislative, judicial, regulatory or administrative functions of, or pertaining to, any government.

GST has the meaning given to that expression in section 195-1 of the GST Act and includes GST equivalents made payable by the law of Western Australia.

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



In-forest Cost Charge is specified in Schedule 2.

Insolvency Event means the happening of any of these events:

- (a) an order is made that a body corporate be wound up; or
- (b) a liquidator or provisional liquidator in respect of a body corporate is appointed, whether or not under an order; or
- (c) a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
- (e) a body corporate is or states that it is insolvent; or
- (f) as a result of the operation of section 459C(2) of the Corporations Act, a body corporate is taken to have failed to comply with a statutory demand; or

- (g) a body corporate is, or makes a statement from which it may be reasonably deduced by the Commission that the body corporate is, the subject of an event described in section 4594 or section 585 of the Corporations Act; or
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate; or
- (i) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or
- (j) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Law means any law and includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgement, rule of common law or equity, condition of any Authorisation or rule of an applicable stock exchange, as amended, consolidated or replaced.

Log Delivery Note means a log delivery note prepared in accordance with the Regulations.

Log Timber means Forest Products meeting the Specifications.

Log Timber Quantity is, subject to clause 4(c), 75,000 tonnes.

Logging Plan has the meaning given in clause 7(a).

Minister means the Minister in the Government of the State for the time being charged with the administration of the Act.

Other Charge is specified in clause 5.7.

Price means the price payable by Simcoa for Log Timber under this Agreement and, subject to clause 5.7(b), is the total of the Production Charge, Cartage Charge, Waiting Time Charge, Administration Charge, Stumpage, In-forest Cost Charge, Roading Charge and Other Charge.

Processing Plant includes sawmills and other mills and timber processing facilities and all buildings, erections, plant, machinery, fixtures and fittings on the Simcoa Site.

Production Charge is specified in Schedule 2.



Regulations means certain specified regulations of the Forest Management Regulations 1993 (WA) more particularly referred to in clause 11 of Schedule 1 of the Conservation and Land Management Amendment Act 2000 (WA) and regulations made pursuant to section 70 of the Act.

Relevant Management Plan has the meaning given to it in the Act.

Review Date means 1 January and 1 July in each year of the Term.

Roading Charge is specified in Schedule 2.

Silicon Act means the Silicon (Kemerton) Agreement Act 1987 (as amended and extended from time to time).

Simcoa Site means 973 Marriot Road, Wellesley, Western Australia and any additional or substitute site if first approved by the General Manager.

State means the Crown in right of the State of Western Australia and includes the Government for the time being of Western Australia.

Stumpage is specified in Schedule 2.

Term is specified in clause 3.1.

Waiting Time Charge is specified in Schedule 2.

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) a reference to a person or any word or expression descriptive of a person includes a public body, company or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes the legal personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes all schedules thereto and regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them or of any regulations and other statutory instruments under them (whether of the same or any other legislative authority having jurisdiction);
- (f) a reference to this Agreement or any other document includes this Agreement or the document as varied altered or replaced from time to time and notwithstanding any change in the identity of the parties;
- (g) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions;
- (h) an obligation of two or more parties shall bind them jointly and severally;
- (i) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established in its place or by which its functions have become exercisable;
- (j) if a word or phrase is defined then cognate words and phrases have corresponding definitions;
- (k) a reference to any thing (including any amount) is a reference to the whole or any part of it, but is not to be taken as implying that performance of part of an obligation

constitutes performance of the whole, and a reference to a group of things or persons is a reference to any one or more of them;

- (l) a reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (m) where the consent, agreement or approval of a party is required to any act, matter or thing the requirement, in the absence of any express stipulation to the contrary, means the prior written consent, agreement or approval (as the case may be);
- (n) headings and subheadings shall be ignored in construing this Agreement;
- (o) references to time are to local time in Perth, Western Australia;
- (p) where time is to be reckoned from a day or event, such day or the day of such event shall be excluded;
- (q) a reference to a clause, part or Schedule is a reference to a clause or part of, or a Schedule to, this Agreement;
- (r) references to currency are to Australian currency unless otherwise stated;
- (s) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day "including" means "including, but not limited to";
- (t) "including" means "including, but not limited to"; and
- (u) no rules of construction apply to the disadvantage of a party because the party was responsible for the drafting of this Agreement or of any of the provisions of this Agreement.

2. Agreement

- (a) In accordance with the Silicon Act (if applicable) and the Act, the General Manager agrees to sell to Simcoa in consideration of the payment by Simcoa of the Price, and on the terms and conditions of this Agreement, Log Timber up to the Log Timber Quantity for processing into charcoal in accordance with the Logging Plan specified in Schedule 3.
- (b) The General Manager will:
 - (i) make available to Simcoa Log Timber from the Northern, Mornington, Greenbushes, Nannup and Sunlands Timber Supply Areas and surrounding mine site clearing areas where practicable; and
 - (ii) ensure that the average haulage distance per delivery of Log Timber to Simcoa, when calculated over each Contract Year, does not exceed 80 kilometres from the Simcoa Site, other than by prior written agreement.
- (c) Simcoa will use the Log Timber for the purposes of charcoal production in conformity with the Silicon Act as amended from time to time.

3. Duration of Agreement

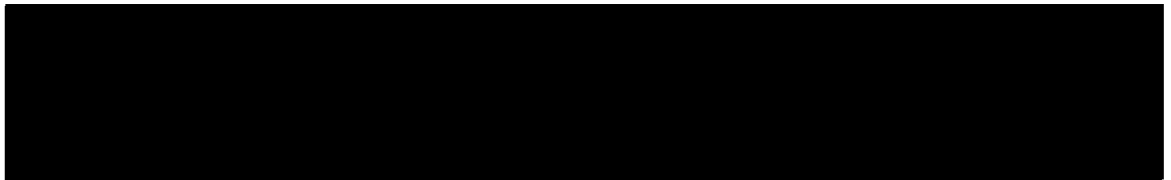
3.1 Term

This Agreement shall commence on the date of execution of this Agreement and shall remain in force until:

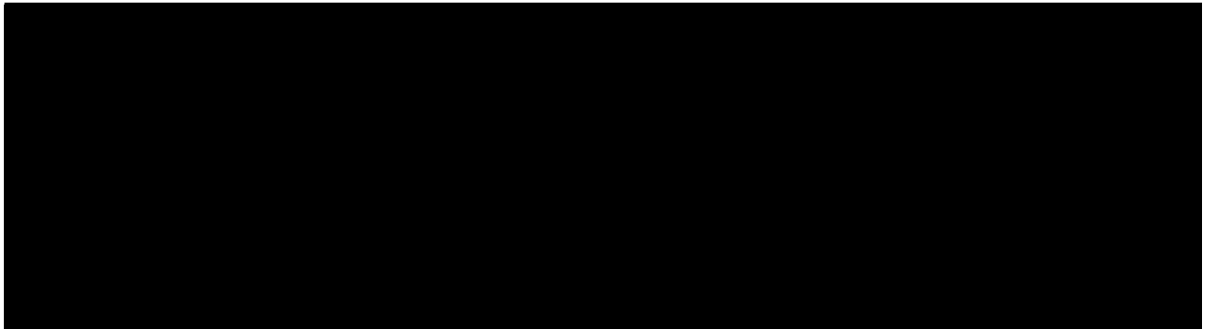
- (a) the date the Silicon Act is determined; or
- (b) the expiry of the term and renewals calculated in accordance with clauses 3.2 and 3.3,

whichever is the later (**Term**).

3.2 Expiry of Forest Management Plan



3.3 Extension of term

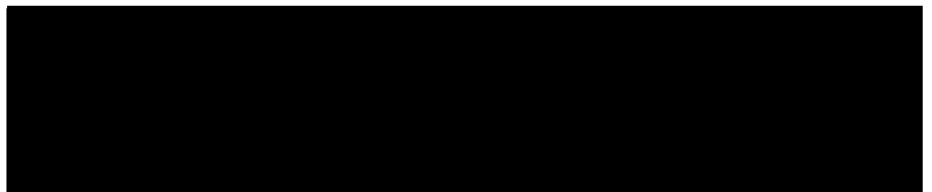


3.4 Termination and suspension

- (a) The General Manager and Simcoa shall each have the right to suspend or terminate this Agreement by notice in writing to the other party in the following circumstances:

- (i) if the other party commits a breach of this Agreement and the same is not remedied within:

- A. in the case of default by Simcoa of amounts due under this Agreement, a period not less than 14 days; and



- (ii) if another party suffers an Insolvency Event.

- (b) If, pursuant to clause 3.4(a), the General Manager terminates this Agreement, the security deposited by Simcoa pursuant to clause 9.3(a) may be applied in satisfaction of any amounts owing by Simcoa to the General Manager under this Agreement, but

without prejudice to the rights of the General Manager to recover monies in arrears, and in respect of any remedies of the parties.

(c)



(d) Notwithstanding the termination of this Agreement, the each party shall remain liable for any of its obligations or liabilities due and owing at, or arising out of the circumstances and transactions occurring prior to, the date of termination until satisfied pursuant to the terms of this Agreement as though this Agreement had not been terminated.

3.5 Remedies in addition to other rights

The rights and remedies of the parties under this clause are in addition to, and without prejudice to, the exercise by the parties of any other rights and remedies which they may have under this Agreement, at law, in equity, or under statute.

4. Quantities

- (a) By 28 February of each Contract Year, Simcoa will notify the General Manager of:
 - (i) the quantity of Log Timber, up to the Log Timber Quantity, it proposes to purchase in the following Contract Year; and
 - (ii) indicative quantities of Log Timber it proposes to purchase in not less than each of the four subsequent Contract Years, up to the Log Timber Quantity for each of those Contract Years.
- (b) Any part of the Log Timber Quantity not purchased by Simcoa in any Contract Year will not accrue to subsequent Contract years so as to increase the Log Timber Quantity for the following Contract Year by such amount.
- (c) Based on the quantity of Log Timber purchased by Simcoa in the first, second and third Contract Years, and any firm proposal to expand Simcoa's charcoal production requirements, Simcoa will have the right to increase the Log Timber Quantity to 100,000 tonnes per annum if required or the parties may agree to further reduce the Log Timber Quantity to 50,000 tonnes per annum, or a lesser quantity, with effect from the third or fourth Contract Years onwards

5. Price

5.1 Price

- (a) The Price is inclusive of all stumpages, costs, charges and expenses incurred by the General Manager in meeting the terms of this Agreement, in accordance with section 59 of the Act (exclusive of GST).
- (b) The Production Charge and Cartage Charge (subject to clause 2(b)(ii)) shall be as detailed in Schedule 2.

5.2 Waiting Time Charge

- (a) Subject to clause 5.2(b), failure by Simcoa to unload any truck within 30 minutes from arrival on the Simcoa Site will render Simcoa liable for payment of the Waiting Time Charge.
- (b) No Waiting Time Charge is payable for any time in which another truck is being loaded or unloaded.

5.3 Administration Charge

The Administration Charge is to comprise all costs directly incurred by the Commission in administering this Agreement efficiently.

5.4 Stumpage

Simcoa shall pay a stumpage on all deliveries of Log Timber under this Agreement at the rate charged by the General Manager for "Charcoal Logs" set out in Schedule 2.

5.5 In-forest Cost Charge

The In-forest Cost Charge is to comprise all costs incurred by the Commission in performing the forest management requirements of this Agreement efficiently as set out in Schedule 2.

5.6 Roothing Charge

The Roothing Charge is to comprise all costs incurred by the Commission in efficiently providing and maintaining in-forest roads being the Commission's responsibility for the supply of Log Timber under this Agreement.

5.7 Other Charge

- (a) The Other Charge is a levy charged by the Forest Industries Federation of WA Inc.
- (b) The Other Charge shall only be payable by Simcoa for so long as it remains a member of the Forest Industries Federation of WA Inc.

5.8 Variation of Production Charge and Cartage Charge

The Production Charge and the Cartage Charge will be varied on the Review Dates. Any variation will equal the percentage variation applied to the relevant Contracts to Supply for the same period.

5.9 Variation of Administration Charge, In-forest Cost Charge, Roothing Charge and Waiting Time Charge

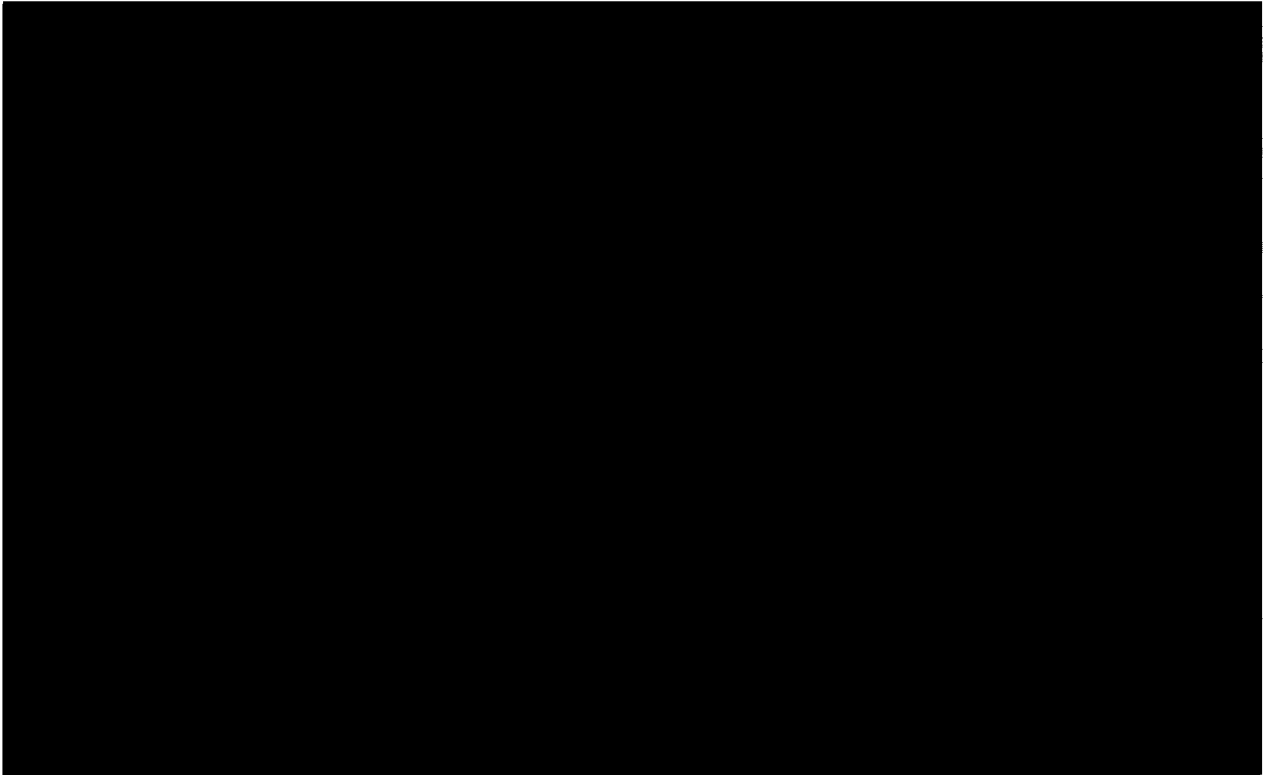
The Administration Charge, In-Forest Cost Charge, Roothing Charge and Waiting Time Charge will be varied from 1 July each Contract Year. The variations applied will equal the movement in the CPI for Perth (All Groups) for the appropriate period.

5.10 Variation of Stumpage

The General Manager shall have the right from time to time to vary the Stumpage charge in accordance with any general review of stumpages conducted by the State or the General Manager at the direction of the State and any such variation shall on notice thereof being given

to Simcoa take effect and be payable by Simcoa on and from the date of that notice or such later date as may be specified.

5.11 Stumpage indexation



6. Supply arrangements of Log Timber

- (a) The General Manager will make arrangements for the Log Timber to be delivered in accordance with the Logging Plan to Simcoa's Site or at an alternative site as directed by Simcoa from time to time.
- (b) The parties agree that it is in their best joint interests to encourage the most economic and efficient methods of felling, extraction and transport. The General Manager reserves the right to call tenders and enter contracts for the production (and delivery) of the Log Timber to Simcoa (**Contracts to Supply**) provided that:
 - (i) Simcoa is provided the opportunity to review and comment on the basis for the calling and assessing of tenders and awarding of Contracts to Supply; and
 - (ii) the General Manager acting fairly, honestly and reasonably, shall take Simcoa's comments into account in assessing and awarding Contracts to Supply.
- (c) Simcoa agrees to provide Log Timber unloading facilities and to carry out all unloading operations in a safe and efficient manner, and at its own expense.
- (d) Simcoa shall process all Log Timber supplied under this Agreement at the Simcoa Site.
- (e) Notwithstanding clause 6(d), Simcoa has the right to:

- (i) sell to third parties small quantities of Log Timber on an occasional basis; and
 - (ii) in any other circumstances, sell Log Timber to third parties with the prior permission in writing of the General Manager, which shall not be unreasonably withheld.
- (f) Simcoa will provide reasonable access to the General Manager or his authorised representative to the Simcoa Site for the purposes of meeting his obligations under the Act and this Agreement.

7. Determination of Logging Plan

- (a) During each Contract Year, deliveries of Log Timber shall be carried on continuously at rates agreed between the General Manager and Simcoa in accordance with clause 7(b) and Schedule 3 (**Logging Plan**).
- (b) Once the General Manager has received notification of quantities pursuant to clause 4(a), the General Manager and Simcoa will consult as to the Logging Plan for the following Contract Year. The General Manager will then, by 1 July of the relevant Contract Year, advise Simcoa of the Logging Plan for that Contract Year, including:
 - (i) the likely average haulage distance (which shall not exceed 80 kms for each Contract Year);
 - (ii) the average monthly delivery rate for summer (dry soil) operations and the expected dates involved; and
 - (iii) the average monthly delivery rate for winter (moist soil) operations and the expected dates involved.
- (c) If the operation of the plant on Simcoa's Site is varied or terminated, Simcoa reserves the right to terminate or vary the purchase of Log Timber under this Agreement by giving 90 days written notice of such change to the General Manager.

8. Acceptance, risk and property

8.1 Acceptance

- (a) All Log Timber will be received, weighed in accordance with the Regulations, inspected by Simcoa and accepted at the weighbridge at Simcoa's Site.
- (b) Authorised representatives of the General Manager and Simcoa shall complete, date and, sign a Log Delivery Note in respect of all Log Timber accepted by Simcoa.
- (c) A copy of the Log Delivery Note will be retained by Simcoa's representative. The original Log Delivery Note will be retained by the General Manager's representative and will form the authorisation for subsequent rendering of accounts.
- (d) Notwithstanding any other provision of this Agreement, if upon delivery, it is found that the Log Timber does not meet the Specifications, then the General Manager will take immediate remedial action to ensure that that Log Timber is replaced with Log Timber which meets the Specifications.

8.2 Risk

Risk in Log Timber will pass to Simcoa at the time the relevant Log Timber is accepted by Simcoa at the weighbridge at Simcoa's Site.

8.3 Property

Property in the Log Timber remains with the General Manager until the Price of the relevant Log Timber has been paid.

9. Invoicing and Payment

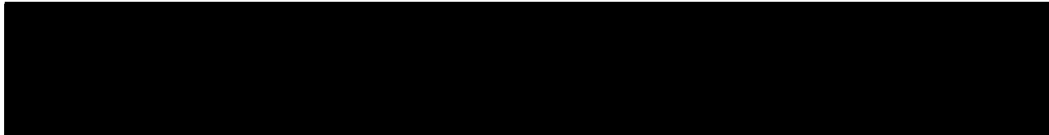
9.1 Invoices

The General Manager shall prepare twice monthly valid tax invoices in respect to Log Timber by reference to the Price, the separate charges which constitute the Price and Log Delivery Notes submitted to the General Manager in accordance with clause 6.

9.2 Payment

- (a) Simcoa must pay invoices together with all applicable GST to the General Manager at the offices of the General Manager or to any other reasonable place in Western Australia nominated by the General Manager. Simcoa must pay invoices within 30 days from receipt of the invoice. Late payment will incur an interest charge equivalent to the ruling bank overdraft rate of the Reserve Bank of Australia plus 2% calculated on a daily basis.
- (b) No alleged inaccuracy in the accounts shall be a reason for delay in payment of invoices, but any proved inaccuracy shall be taken into consideration in any subsequent account or a refund may be made of any overcharge proved to the satisfaction of the General Manager.

9.3 Security

- (a) 
- (b) If this security shall for good reason cease to be acceptable to the General Manager, Simcoa shall upon written request by the General Manager furnish within seven days an alternative security and the General Manager shall release to Simcoa the original security.

(c) 

10. Acknowledgements

10.1 General Manager acknowledgments

The General Manager acknowledges and confirms that it will:

- (a) be responsible for all aspects of forest and environmental management in the forest including those related to Phytophthora cinnamomi disease control, fire control, planning, matters of law, public risk, water management, recreational use, easements

or any other matter or claim which arises from the General Manager meeting its obligations pursuant to this Agreement;

- (b) make all arrangements to secure charcoal log reserves for the purposes of meeting its obligations under this Agreement; and
- (c) consider and minimise transport distances, and their influence on the Price of Log Timber, when determining the Logging Plan.

10.2 Simcoa acknowledgments

Simcoa agrees to observe and perform the conditions and obligations of this Agreement and to pay the Price on the due dates for payment notified in the General Manager's invoices as provided in clause 9 or if owing and unpaid on that date, then on written demand.

10.3 Co-operation

Simcoa and the General Manager must use reasonable endeavours to co-operate fully with each other and provide all assistance reasonably required by the other for the purpose of ensuring the timely performance of the matters contemplated by this Agreement.

11. Indemnity

11.1 Parties to indemnify

Each party (an **Indemnifying Party**) shall indemnify and keep indemnified the other party, its respective officers, agents and employees (an **Indemnified Party**) against all Claims in relation to injury to or death of people or loss or damage to property arising from the performance of this Agreement by the Indemnifying Party, provided that the liability to indemnify an Indemnified Party shall be reduced proportionally to the extent that the Claim may have been contributed to by the act or omission of the Indemnified Party.

11.2 Mutual release

Notwithstanding any other provision of this Agreement to the contrary, no party will be liable to the other for any loss of opportunity, revenue, profit or anticipated profit, indirect or consequential loss of any kind, whether or not foreseeable at the date of this Agreement, arising out of the performance or non-performance of this Agreement, irrespective of cause including negligence and breach of duty (whether statutory or otherwise).

12. Warranties

12.1 Warranties of General Manager

The General Manager warrants and represents to Simcoa that the General Manager has good title to the Log Timber supplied to Simcoa under this Agreement and that such Log Timber is free from all liens, charges, encumbrances and third-party rights of any kind.

12.2 Other agreements

The General Manager shall as far as practicable control the jarrah forest operations so as to ensure that (consistent with, in its opinion, approved forestry practice) the quantities of Log Timber agreed between the General Manager and Simcoa are available to Simcoa and the General Manager shall not sell or dispose of or cause to be sold or disposed of jarrah charcoal logs or enter into contracts or cause any contracts to be entered into for such sale or disposal

which would prevent or be likely to prevent Simcoa being supplied with its requirements pursuant to this Agreement.

12.3 No other warranties

Subject to clause 12.1, each party acknowledges that it has entered into this Agreement on the basis of its own knowledge and enquiry and has not relied on any warranty or representation as to the quality of the Log Timber or the use to which it may be put or any other matter.

13. Dispute Resolution

- (a) Subject to clause 8.1(d), if a dispute (**Dispute**) arises between the parties in respect of any matter arising out of, or connected in any way whatsoever with, this Agreement, or any of its provisions, any party (**Instituting Party**) may, at any time, give a notice (**Initiating Notice**) to the other parties containing full particulars of the Dispute, including terms proposed by the Instituting Party for settlement of the Dispute.
- (b) Each Party to whom an Initiating Notice is given must give to the Instituting Party notice of its response (**Response**) within 14 days after the date the Initiating Notice is given.
- (c) If, within 14 Days after the date a Response is given, the Instituting Party gives to the other parties notice that it is satisfied by the Response, it shall be binding on all parties to this Agreement.
- (d) If the Instituting Party is dissatisfied with a Response, or the other parties fail to give a Response, the Instituting Party may, within 28 days after the latest date on which the Response should be given, give notice (**Dispute Notice**) to the other parties requiring that the Dispute be determined by a dispute resolution as hereinafter provided.
- (e) Where the Instituting Party serves a Dispute Notice on the other parties, no party may commence any court, tribunal or arbitration proceedings relating to the Dispute (other than court proceedings for urgent relief) unless the parties have first endeavoured in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them. If the parties do not agree within 7 days of receipt of a Dispute Notice (or such further period as agreed in writing by them) as to:
 - (i) the dispute resolution technique and procedure to be adopted;
 - (ii) the timetable for all steps in those procedures; and
 - (iii) the selection and compensation of the independent person required for that technique,

the parties must mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of Western Australia (or the President's nominee) will select the mediator from a panel of mediators accredited by the body known as Leaders Engaged in Alternative Dispute Resolution (**LEADR**) (or, if no such panel then exists, the list of persons approved by the Chief Justice of Western Australia to be mediators) and determine the mediator's remuneration.

- (f) If the Dispute is not able to be resolved by the procedures referred to above, then any party may give the other parties a written notice stating that fact (the **Non Resolution Notice**). Any party may then, after service of the Non Resolution Notice, commence court proceedings for the resolution of the Dispute.
- (g) The provisions of this clause shall not apply to any case where a Minister in the Government of the State, the Commission, or the General Manager is by the Act, or any other law, or this Agreement given either expressly or impliedly a discretionary power.

14. Force Majeure

- (a) If a party becomes an Affected Party under this Agreement, it must notify (without delay) the other parties.
- (b) The Affected Party must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.
- (c) A Force Majeure event will operate to suspend only such of the Affected Party's obligations until such time as the Affected Party is no longer prevented from discharging the affected obligations.
- (d) A Force Majeure event will not operate so as to relieve a party from the obligation to pay moneys pursuant to this Agreement.

15. Assignment

- (a) Simcoa shall not assign sublet or transfer any part of Simcoa's rights or obligations under this Agreement without the prior written consent of the General Manager, which consent shall not be unreasonably withheld.
- (b) Any change in control of Simcoa (or any change in control of its holding company) is taken to be an assignment of Simcoa's interest in this Agreement. In this clause 15:
 - (i) "change in control" means change of more than 50% of the composition of the board of directors or control of more than 50% of the shares with the right to vote in general meetings of the corporation; and
 - (ii) words used in this clause 15 are as defined in the Corporations Act and have the meanings given to them in the Corporations Act.

16. Governing law

This Agreement is governed by and shall be read and construed in accordance with the laws of Western Australia and the parties agree to submit themselves to the jurisdiction of the Courts of Western Australia.

17. Costs

Each party shall bear its own costs (including solicitor's costs) of and incidental to the preparation, engrossment, execution and (where applicable) stamping of this Agreement.

18. Non-Disclosure

- (a) In this clause the expression **Contract Award Information** means:
 - (i) a general description of the goods and/or services the subject of this Agreement;
 - (ii) Simcoa's name, and
 - (iii) the total Agreement price or value.
- (b) The Contract Award Information will be publicly available and published on the Western Australian Government Contracting Information bulletin board after this Agreement is legally established.
- (c) The parties shall not, without the prior written consent of the other party, divulge or permit their servants or agents to divulge to any person any of the contents of this Agreement which is not Contract Award Information.
- (d) Documents and other information relevant to this Agreement may be disclosed when required by law or under the Freedom of Information Act 1992 (WA) or by tabling of documents in State Parliament or under a Court order.
- (e) Simcoa shall not have, make or bring any action, suit, claim, demand or proceeding against the General Manager, the Commission, or the State for any loss, injury, damage, liability, cost or expense resulting from public disclosure of Contract Award Information.
- (f) Notwithstanding any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General for the State under the Financial Administration and Audit Act 1985 (WA) are not limited or affected by the terms of this Agreement.
- (g) The obligations of confidence contained in this clause are in addition to and not in substitution for any obligations of confidence which may otherwise arise between the parties to this Contract at law or in equity.

19. Notices

- (a) Any notice to the parties given pursuant to this Agreement shall be in writing signed on behalf of a party by a person authorised to sign such a notice for such party and may be delivered personally or sent by properly addressed and prepaid mail or facsimile transmission to the party to whom the notice is given at the address or facsimile number set out in clause 19(c) or to such other address or facsimile number as that party from time to time may notify to the other party in accordance with and for the purpose of this clause.
- (b) Proof of posting by prepaid mail or of dispatch of the facsimile shall serve as proof or receipt, in the case of a letter, on the third day after posting and, in the case of a facsimile, upon confirmation of receipt of the addressee after transmission of the communication.
- (c) Initial addresses and facsimile numbers of the parties are:

In the case of the General Manager:

Address: General Manager
Forest Products Commission
117 Great Eastern Highway
RIVERVALE WA 6103

Attention: The Manager, Business Operations Branch
Facsimile: (08) 9475 8877

In the case of Simcoa:

Address: Simcoa Operations Pty Ltd
973 Marriot Road
WELLESLEY WA 6233

Attention: Vice President
Facsimile: [REDACTED]

20. Whole of agreement

- (a) This Agreement constitutes the entire agreement between the parties with respect to its subject matter and contains all of the representations and warranties and other terms and conditions agreed by the parties.
- (b) This Agreement, including without limitation the Contract of Sale for Charcoal Logs No. 769 dated 29 July 1988 as amended, supersedes all prior negotiations, deeds, arrangements, understandings, agreements and documents with respect to such subject matter.

21. Miscellaneous

21.1 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

21.2 Waiver and variation

A provision of or a right created under this Agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied, added to or replaced, except in writing signed by the parties.

21.3 Approvals and consents

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

21.4 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.

21.5 Survival of Indemnities

Each indemnity in this Agreement is a continuing obligation, separate from and independent of the other obligations and survives termination of this Agreement.

21.6 Enforcement of indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

21.7 Further assurances

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

21.8 General Manager may act through others

Any act required to be performed by the General Manager under this Agreement may be performed by an Authorised Officer.

22. GST

22.1 Definitions and interpretation

(a) In this clause 22:

Adjustment Note has the same meaning as in the GST Act and includes any document or record treated by the Commissioner of Taxation as an adjustment note;

Tax Invoice has the same meaning as in the GST Act and includes any document or record treated by the Commissioner of Taxation as a tax invoice.

(b) Terms defined in the GST Act have the same meanings in this clause 22, unless provided otherwise in clause 22.1(a).

22.2 Adjustment for GST

Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration provided under this Agreement for that supply (unless it expressly includes GST) and amount (**Additional Amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.

Subject to clause 22.3, the recipient must pay the Additional Amount at the same time as the consideration to which it is referable.

22.3 Tax Invoices and Adjustment Notes

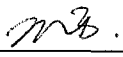
The recovery of any amount in respect of GST by the supplier under this Agreement is subject to the issuing of a Tax Invoice or Adjustment Note to the recipient in respect of the supply to which the GST relates.

22.4 Reimbursements

Costs required to be reimbursed or indemnified under this Agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

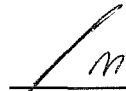
Executed as an agreement:

Signed by PAUL HANSEN BIRGS the
General Manager of the Forest Products
Commission this 27 day of AUGUST 2009 as
delegate of the Forest Product Commission under
section 13 of the *Forest Products Act* 2000 in the
presence of:



Witness Signature






WITNESS BATT
Witness Name

C/- Forest Products Commission
117 Great Eastern Highway
Rivervale
Public Servant

Executed by **Simcoa Operations Pty Ltd** in
accordance with section 127 of the *Corporations
Act* 2001 (Cth) this day of 2009
in the presence of:

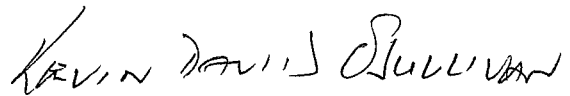


Signature of Director

ERVIN E. SCHROEDER

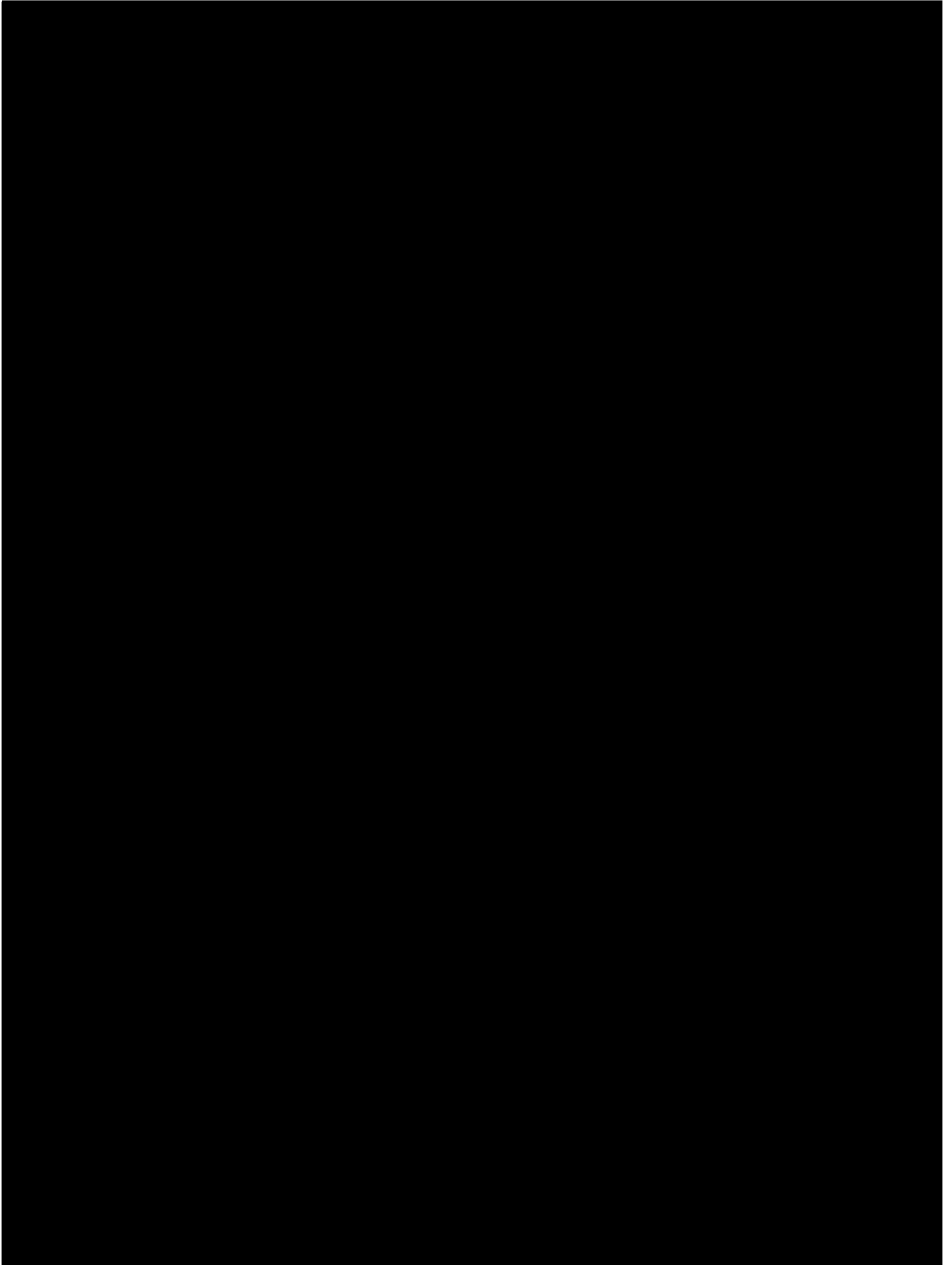
Name of Director in full

Signature of Director or Secretary



Name of Director or Secretary in full

Schedule 1 - CHARCOAL LOG SPECIFICATION



Schedule 2 - PRICE SCHEDULE

[Insert from LOIS schedule, effective 1 July 2009, 60 page print out of all current prices applicable to Contract 769]

Forest Products Commission

LOIS-3

Report : PRICE SCHEDULES

Filename : LOPRSCHP.lis

Run by : WEBB_A

Report Date : 05-Aug-2009 09:11am

Parameter values	
Print_Uid :	20894
Effective Date :	01-JUL-2009
Print Page Nos :	Y
Customer UID :	%
Contract-of-Sale ID :	769

=====

Buyer Name: SIMCOA OPERATIONS PTY LTD
 Contract of Sale: 769 - Part A

Product: JARRAH BARK GREEN CHARCOAL
 JARRAH GREEN PART, DEBARKED
 JARRAH DEBARK GREEN CHARLOG
 JARRAH GREEN DEBARKED BLOCK
 JARRAH STOCKPILE CHAR LOGS

Description: As detailed in the First Schedule

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

- A. PRODUCTION/CARTAGE
 Varies by Contractor (X000)
- 22/05A - Schedule 7JT
 - 25/02A - Schedule 6JT
 - 25/02A - Schedule 8JT
 - 25/02B - Schedule 6JT
 - 25/02B - Schedule 6KT
 - 25/02C - Schedule 6KT
 - 25/02D - Schedule 6KT
 - 25/02E - Schedule 6JT
 - 25/02E - Schedule 6KT
 - 25/02F - Schedule 6JT
 - 25/02G - Schedule 6JT
 - 25/02G - Schedule 6KT
 - 25/02I - Schedule 6JT
 - 25/02I - Schedule 8JT
 - 25/02J - Schedule 6KT

C. ADMINISTRATION
 Price per tonne (A230)

D. INFOREST
 Price per tonne (I277)

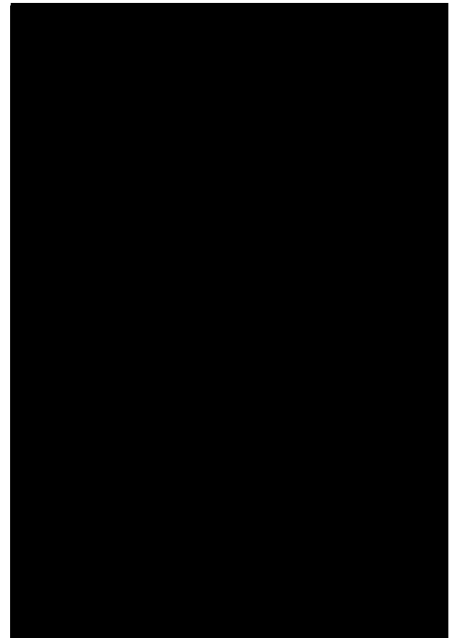
F. LOG LEVY
 Percent of Stumpage (L231)

H. ROADING
 Varies by Supply Area (R001)

- GREENBUSHES
- MORNINGTON
- NANNUP
- NORTHERN
- SOUTHERN
- SUNKLANDS

I. STUMPAGE
 Price per tonne (T169)

K. WAITING TIME
 Price per half hour or part
 thereof per tru (W000)



Buyer Name: SIMCOA OPERATIONS PTY LTD
Contract of Sale: 769 - Part C
Product: JARRAH DRY CHARCOAL LOG
Description: As detailed in the First Schedule
Log Specification: As detailed in the Third Schedule.
Operative Date: 01-JUL-2009
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION/CARTAGE

Varies by Contractor (X000)

22/05A - Schedule 11JT
22/05A - Schedule 1JKT
25/02A - Schedule 0JT
25/02B - Schedule 0JT
25/02B - Schedule 0KT
25/02C - Schedule 0KT
25/02D - Schedule 0KT
25/02E - Schedule 0JT
25/02E - Schedule 0KT
25/02F - Schedule 0JT
25/02G - Schedule 0JT
25/02G - Schedule 0KT
25/02I - Schedule 0JT
25/02J - Schedule 0KT

C. ADMINISTRATION

Price per tonne (A230)

D. INFOREST

Price per tonne (I277)

F. LOG LEVY

Percent of Stumpage (L231)

H. ROADING

Varies by Supply Area (R001)

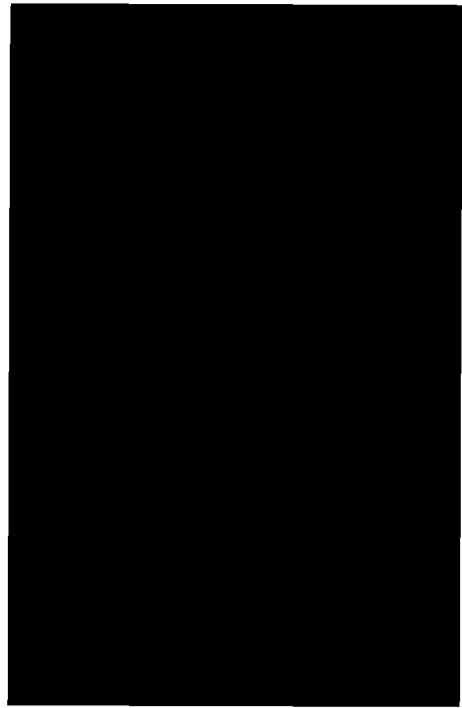
GREENBUSHES
MORNINGTON
NANNUP
NORTHERN
SOUTHERN
SUNKLANDS

I. STUMPAGE

Price per tonne (T275)

K. WAITING TIME

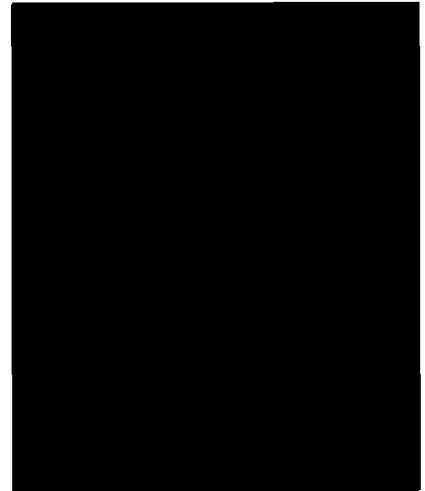
Price per half hour or part
thereof per tru (W000)



Buyer Name: SIMCOA OPERATIONS PTY LTD
Contract of Sale: 769 - Part E
Product: PINASTER LARGE RESIDUE LOGS
RADIATA LARGE RESIDUE LOGS
Description: AS DETAILED IN THE FIRST SCHEDULE
Log Specification: As detailed in the Third Schedule.
Operative Date: 01-JUL-2009
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

- A. PRODUCTION
Price per tonne (QP02)
- B. CARTAGE
Price per tonne (QC02)
- C. ADMINISTRATION
Price per tonne (ALP2)
- D. INFOREST
Price per tonne (ILP2)
- H. ROADING
Price per tonne (RLP2)
- I. STUMPAGE
Price per tonne (QT35)
- K. WAITING TIME
Price per half hour or part
thereof per tru (W000)



Forest Products Commission
SECOND SCHEDULE - Schedule of Prices

Buyer Name: SIMCOA OPERATIONS PTY LTD
Contract of Sale: 769 - Part F
Product: JARRAH BARK ON GR CHAR (SM)
JARRAH BARK OFF GR CHAR(SM)
Description: AS DETAILED IN THE FIRST SCHEDULE
Log Specification: As detailed in the Third Schedule.
Operative Date: 01-JUL-2009
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION/CARTAGE
Varies by Contractor (X000) 25/02A - Schedule 6JT
25/02A - Schedule 8JT

C. ADMINISTRATION
Price per tonne (A230)

D. INFOREST
Price per tonne (I277)

F. LOG LEVY
Percent of Stumpage (L231)

H. ROADING
Varies by Supply Area (R001)

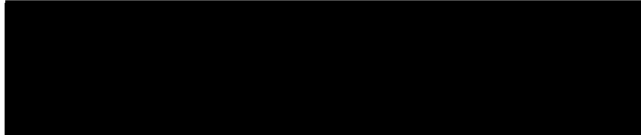
GREENBUSHES
MORNINGTON
NANNUP
NORTHERN
SOUTHERN
SUNKLANDS

I. STUMPAGE
Price per tonne (T169)

K. WAITING TIME
Price per half hour or part
thereof per tru (W000)



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

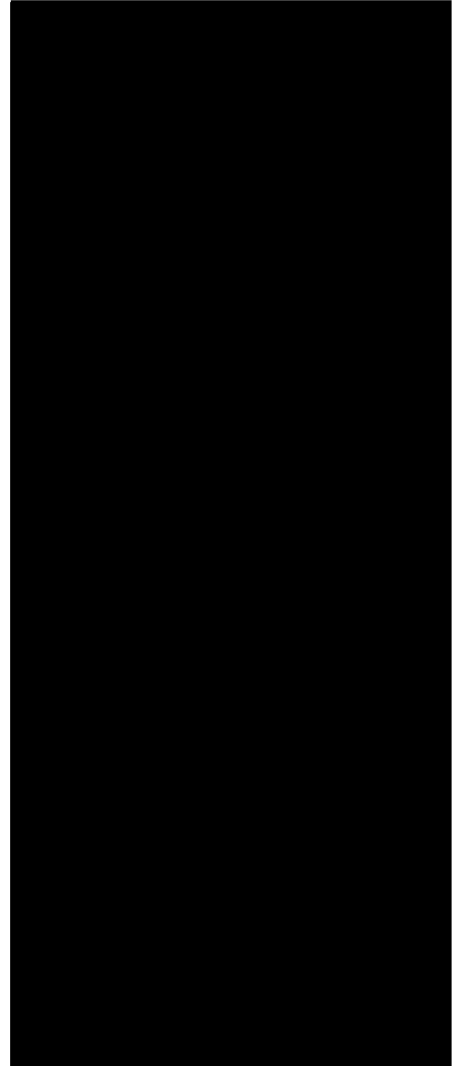
Val exc GST GST

A. PRODUCTION(FEL)
Price per tonne (HF00)

A. PRODUCTION(L)
Price per tonne (HFLO)

B. CARTAGE(C)
Varies by Distance (km) (KFTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

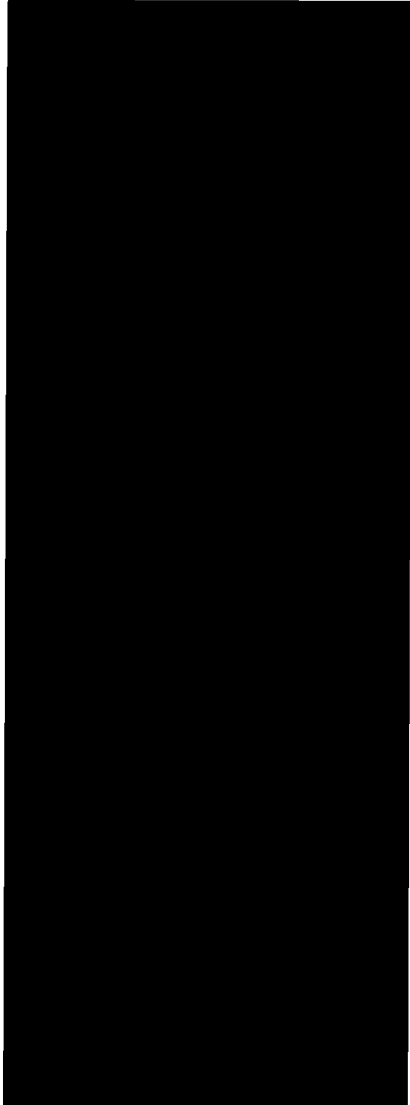
B. CARTAGE(C)

Varies by Distance (km) (KFTO)	
400.1-	410
410.1-	420
420.1-	430
430.1-	440
440.1-	450
450.1-	460
460.1-	470
470.1-	480
480.1-	490
490.1-	500
500.1-	510
510.1-	520
520.1-	530
530.1-	540
540.1-	550
550.1-	560
560.1-	570
570.1-	580
580.1-	590
590.1-	600
600.1-	610
610.1-	620
620.1-	630
630.1-	640
640.1-	650

B. CARTAGE(LC)

Varies by Distance (km) (KFTL)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190

Val exc GST GST



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

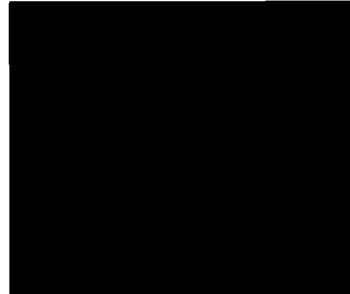
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

B. CARTAGE(LC)

Varies by Distance (km) (KFTL)

- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
 Harvesting Cont:
 Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

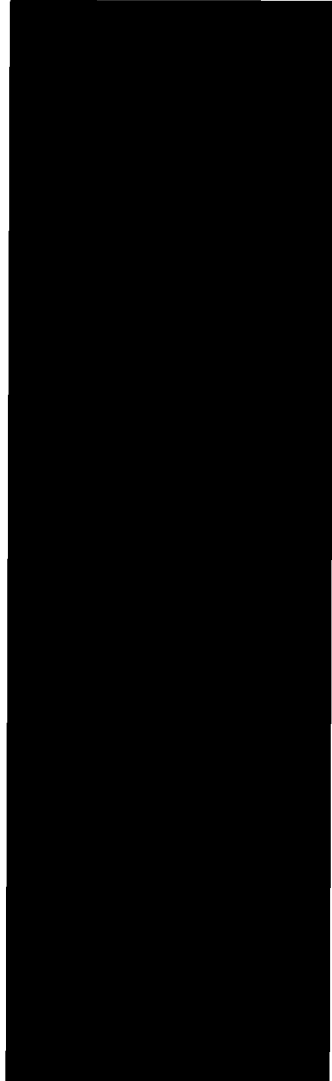
A. PRODUCTION(FE)
 Price per tonne (HF6F)

A. PRODUCTION(FEL)
 Price per tonne (HF60)

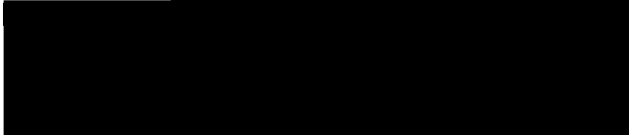
A. PRODUCTION(L)
 Price per tonne (HFLO)

B. CARTAGE(C)
 Varies by Distance (km) (KFTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370



Contractor Name:
 Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

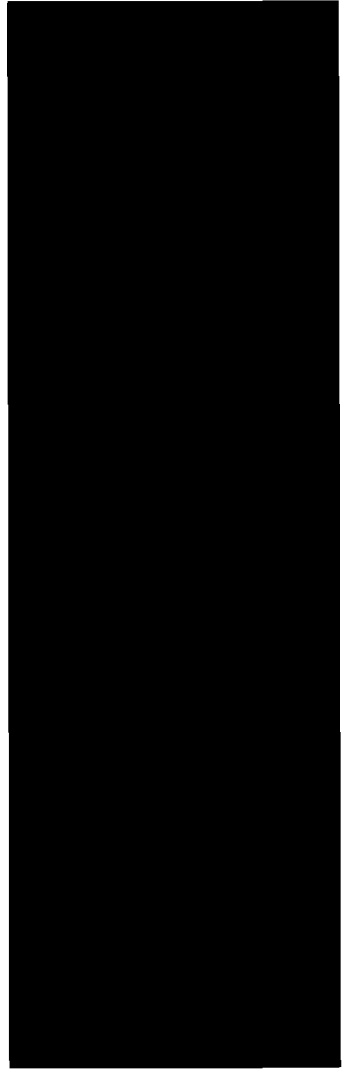
Val exc GST GST

B. CARTAGE(C)

Varies by Distance (km) (KFTO)	370.1- 380
	380.1- 390
	390.1- 400
	400.1- 410
	410.1- 420
	420.1- 430
	430.1- 440
	440.1- 450
	450.1- 460
	460.1- 470
	470.1- 480
	480.1- 490
	490.1- 500
	500.1- 510
	510.1- 520
	520.1- 530
	530.1- 540
	540.1- 550
	550.1- 560
	560.1- 570
	570.1- 580
	580.1- 590
	590.1- 600
	600.1- 610
	610.1- 620
	620.1- 630
	630.1- 640
	640.1- 650

B. CARTAGE(LC)

Varies by Distance (km) (KFTL)	0- 20
	20.1- 30
	30.1- 40
	40.1- 50
	50.1- 60
	60.1- 70
	70.1- 80
	80.1- 90
	90.1- 100
	100.1- 110
	110.1- 120
	120.1- 130
	130.1- 140
	140.1- 150
	150.1- 160



Contractor Name:
Harvesting Cont:
Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

B. CARTAGE(LC)

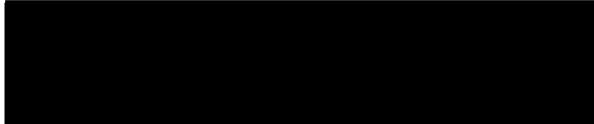
Varies by Distance (km) (KFTL)	
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300

Val exc GST

GST

Val exc GST	GST

Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

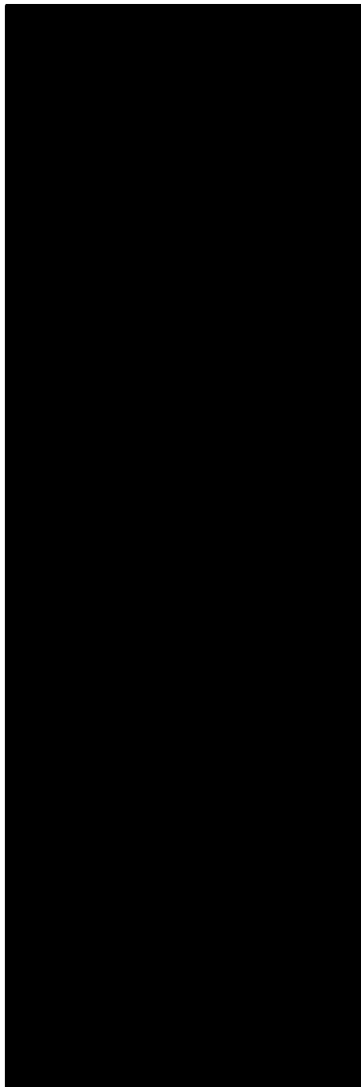
A. PRODUCTION(FEL)
Price per tonne (HE00)

B. CARTAGE(C)

Varies by Distance (km) (KETO)	0- 20
	20.1- 30
	30.1- 40
	40.1- 50
	50.1- 60
	60.1- 70
	70.1- 80
	80.1- 90
	90.1- 100
	100.1- 110
	110.1- 120
	120.1- 130
	130.1- 140
	140.1- 150
	150.1- 160
	160.1- 170
	170.1- 180
	180.1- 190
	190.1- 200
	200.1- 210
	210.1- 220
	220.1- 230
	230.1- 240
	240.1- 250
	250.1- 260
	260.1- 270
	270.1- 280
	280.1- 290
	290.1- 300
	300.1- 310
	310.1- 320
	320.1- 330
	330.1- 340
	340.1- 350
	350.1- 360
	360.1- 370
	370.1- 380
	380.1- 390
	390.1- 400

B. CARTAGE(CST)

Varies by Distance (km) (SETO)	0- 20
--------------------------------	-------



Contractor Name:
Harvesting Cont:
Description:

Log Specification: As detailed in the Third Schedule.

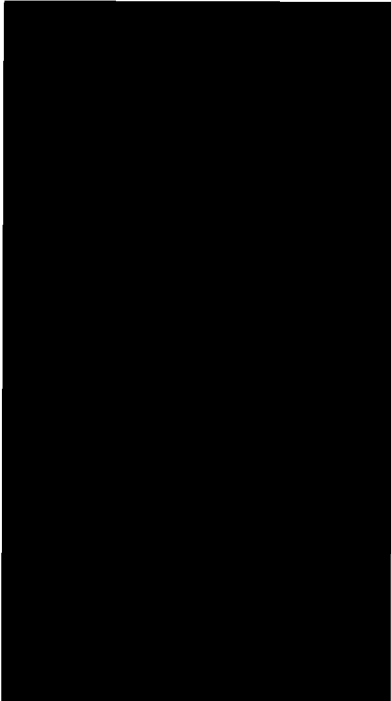
Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

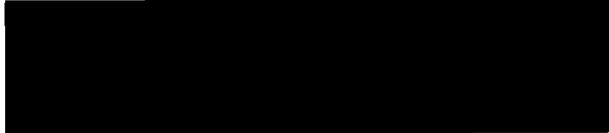
Val exc GST GST

B. CARTAGE(CST)

Varies by Distance (km) (SETO)	
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

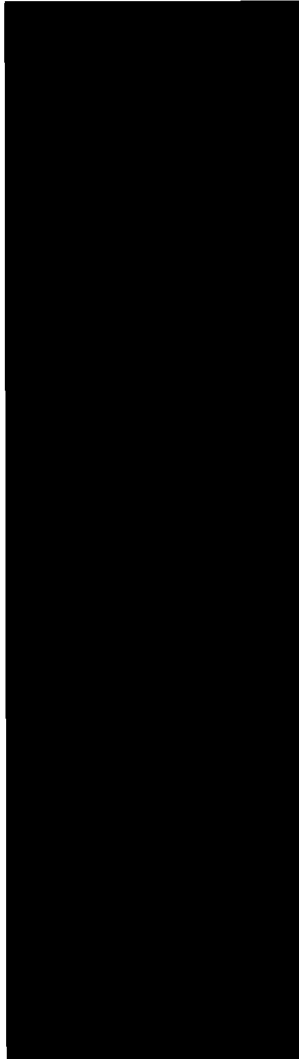
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HE00)

B. CARTAGE(C)
Varies by Distance (km) (KETO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400



Contractor Name:

Harvesting Cont:

Description:



Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST

GST

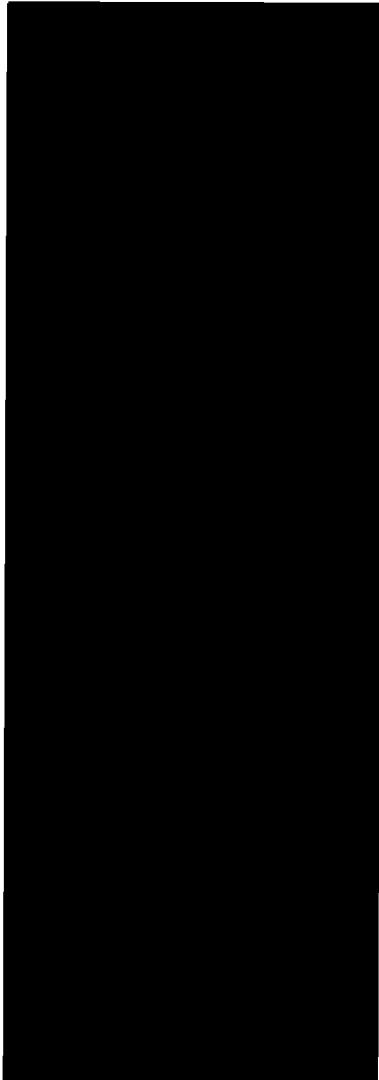
A. PRODUCTION(FEL)

Price per tonne (HE60)

B. CARTAGE(C)

Varies by Distance (km) (KETO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400

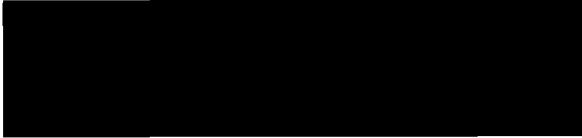


B. CARTAGE(LC)

Varies by Distance (km) (KELT)

- 0- 20

Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

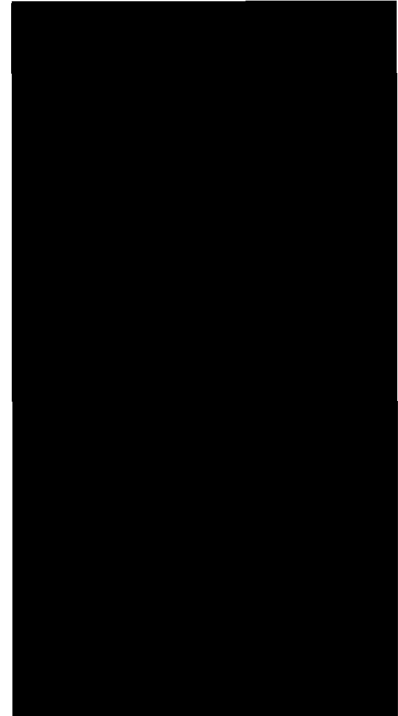
Val exc GST

GST

B. CARTAGE(LC)

Varies by Distance (km) (KELT)

- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:

Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

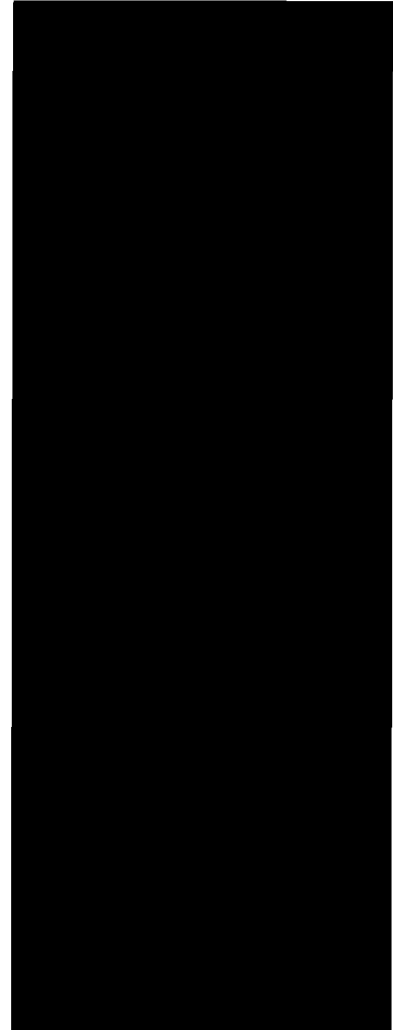
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

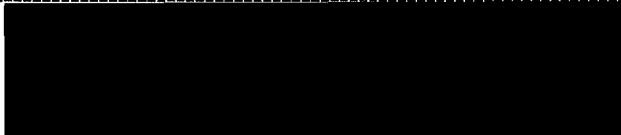
A. PRODUCTION(FEL)
Price per tonne (HE60)

B. CARTAGE(C)
Varies by Distance (km) (KETO)

0- 20
20.1- 30
30.1- 40
40.1- 50
50.1- 60
60.1- 70
70.1- 80
80.1- 90
90.1- 100
100.1- 110
110.1- 120
120.1- 130
130.1- 140
140.1- 150
150.1- 160
160.1- 170
170.1- 180
180.1- 190
190.1- 200
200.1- 210
210.1- 220
220.1- 230
230.1- 240
240.1- 250
250.1- 260
260.1- 270
270.1- 280
280.1- 290
290.1- 300
300.1- 310
310.1- 320
320.1- 330
330.1- 340
340.1- 350
350.1- 360
360.1- 370
370.1- 380
380.1- 390
390.1- 400



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

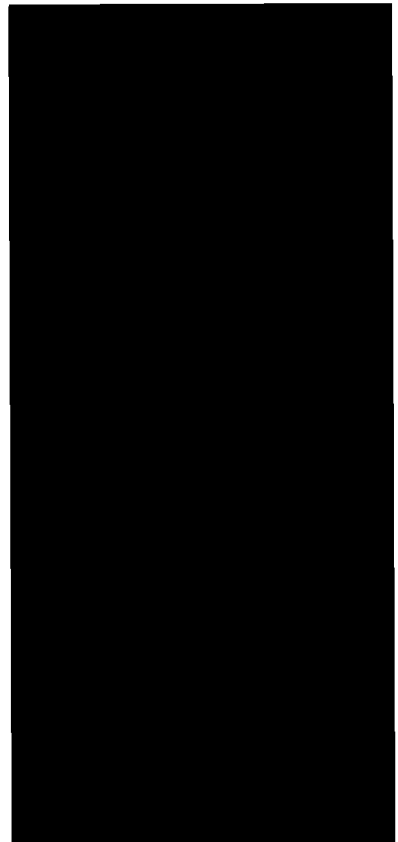
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HG00)

B. CARTAGE(C)
Varies by Distance (km) (KGT1)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

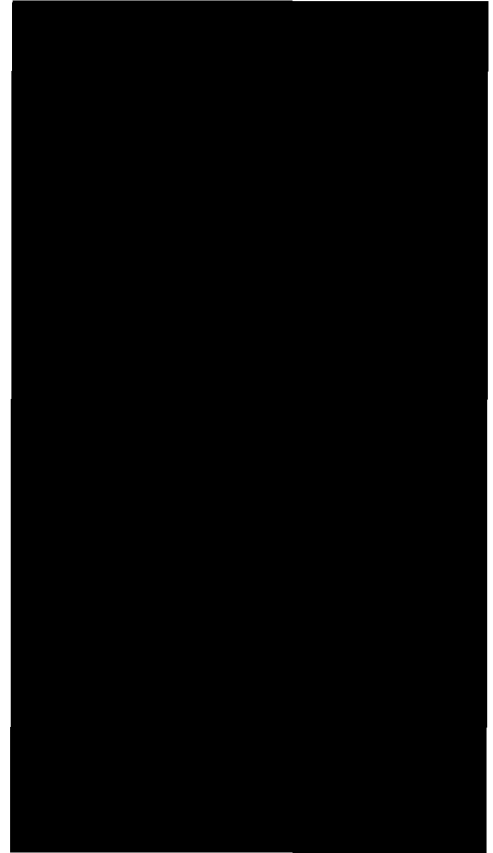
Val exc GST

GST

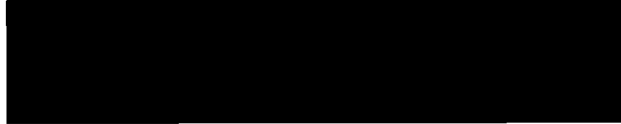
A. PRODUCTION(FEL)
Price per tonne (HG00)

B. CARTAGE(C)
Varies by Distance (km) (KGT1)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

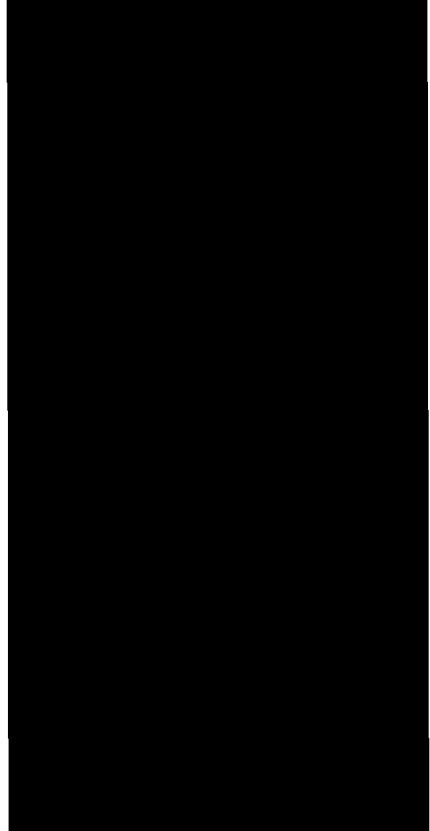
A. PRODUCTION(FEL)
Price per tonne (HG60)

B. CARTAGE(C)
Varies by Distance (km) (KGT1)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

Val exc GST

GST



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST

GST

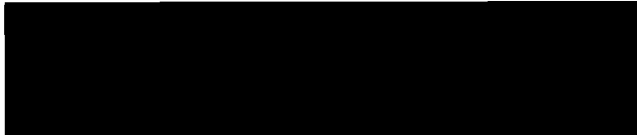
A. PRODUCTION(FEL)
Price per tonne (HG60)

B. CARTAGE(C)
Varies by Distance (km) (KGT1)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

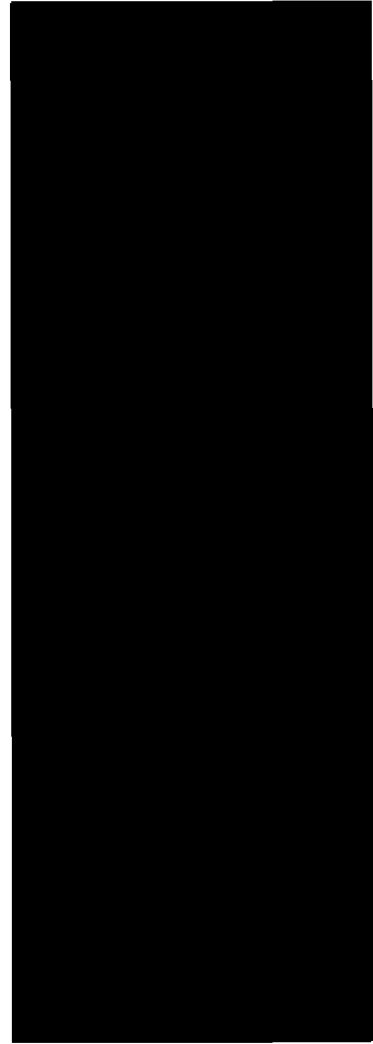
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HA00)

B. CARTAGE(C)
Varies by Distance (km) (KATO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430



Contractor Name:
 Harvesting Cont:
 Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

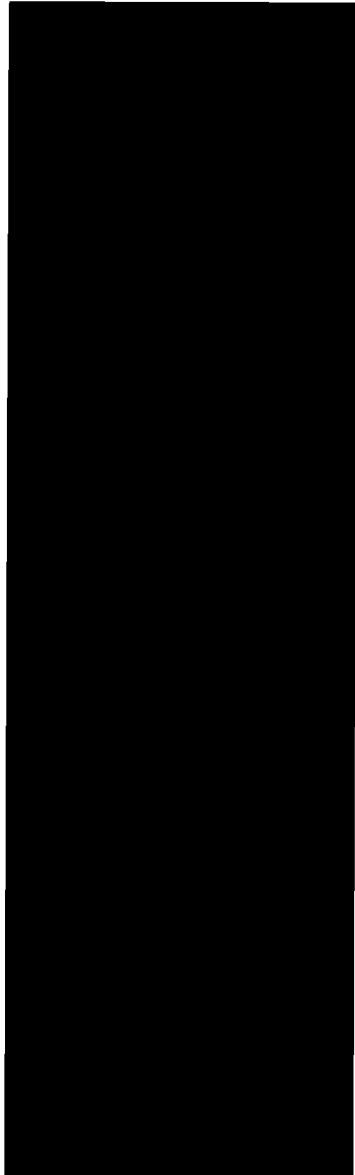
Val exc GST GST

B. CARTAGE(CST)

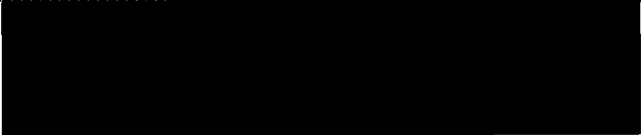
Varies by Distance (km) (SATO)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300

B. CARTAGE(LCS)

Varies by Distance (km) (SALT)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

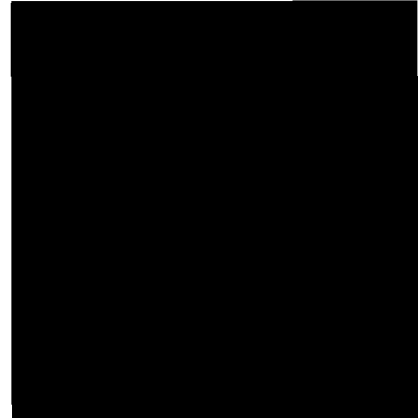
Val exc GST

GST

B. CARTAGE(LCS)

Varies by Distance (km) (SALT)

- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:
Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

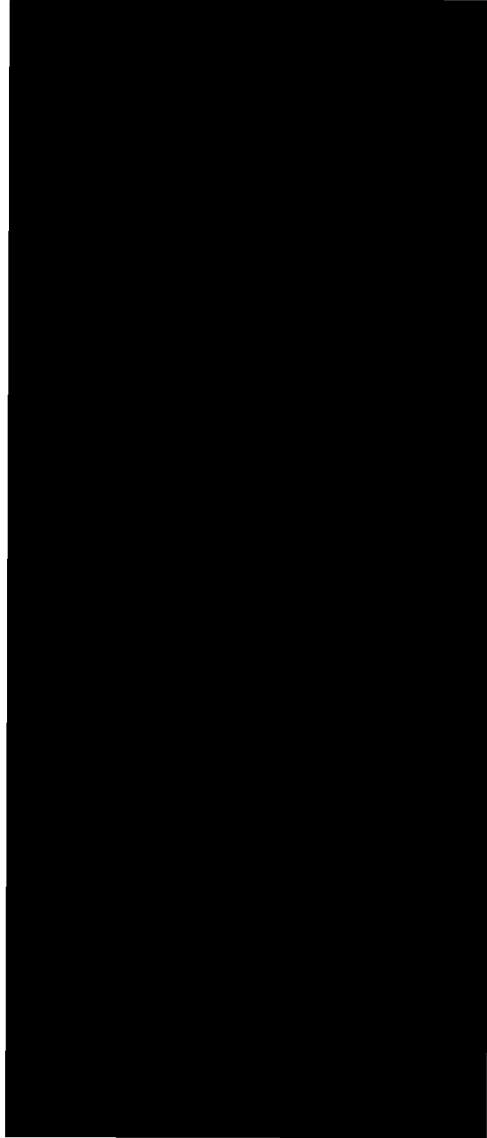
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION(FEL)
Price per tonne (HA60)

B. CARTAGE(C)
Varies by Distance (km) (KATO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

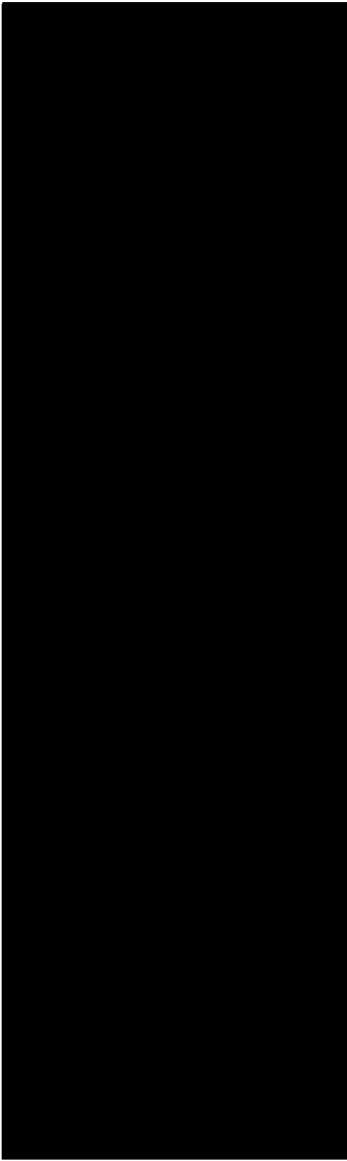
Val exc GST GST

B. CARTAGE(CST)

Varies by Distance (km) (SATO)	0- 20
	20.1- 30
	30.1- 40
	40.1- 50
	50.1- 60
	60.1- 70
	70.1- 80
	80.1- 90
	90.1- 100
	100.1- 110
	110.1- 120
	120.1- 130
	130.1- 140
	140.1- 150
	150.1- 160
	160.1- 170
	170.1- 180
	180.1- 190
	190.1- 200
	200.1- 210
	210.1- 220
	220.1- 230
	230.1- 240
	240.1- 250
	250.1- 260
	260.1- 270
	270.1- 280
	280.1- 290
	290.1- 300

B. CARTAGE(LC)

Varies by Distance (km) (KALC)	0- 20
	20.1- 30
	30.1- 40
	40.1- 50
	50.1- 60
	60.1- 70
	70.1- 80
	80.1- 90
	90.1- 100
	100.1- 110
	110.1- 120
	120.1- 130
	130.1- 140
	140.1- 150



Contractor Name: [Redacted]
 Harvesting Cont: [Redacted]
 Description: [Redacted]

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

B. CARTAGE(LC)

Varies by Distance (km) (KALC)	
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300
300.1-	310
310.1-	320
320.1-	330
330.1-	340
340.1-	350
350.1-	360
360.1-	370
370.1-	380
380.1-	390
390.1-	400
400.1-	410
410.1-	420
420.1-	430

B. CARTAGE(LCS)

Varies by Distance (km) (SALT)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160

Val exc GST

GST

[Redacted]	[Redacted]
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Contractor Name:
Harvesting Cont:



Description:

Log Specification:

As detailed in the Third Schedule.

Operative Date:

01-JUL-2009

Basis Of Price:

Per tonne measured on weighbridge. In truck lots.

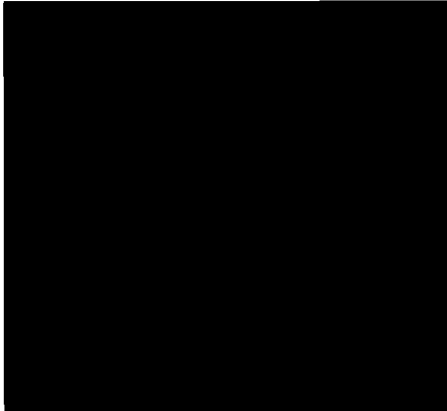
Val exc GST

GST

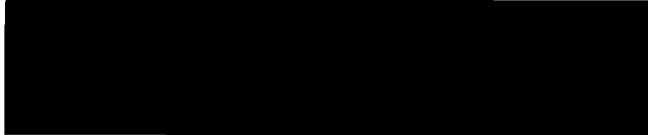
B. CARTAGE(LCS)

Varies by Distance (km) (SALT)

- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

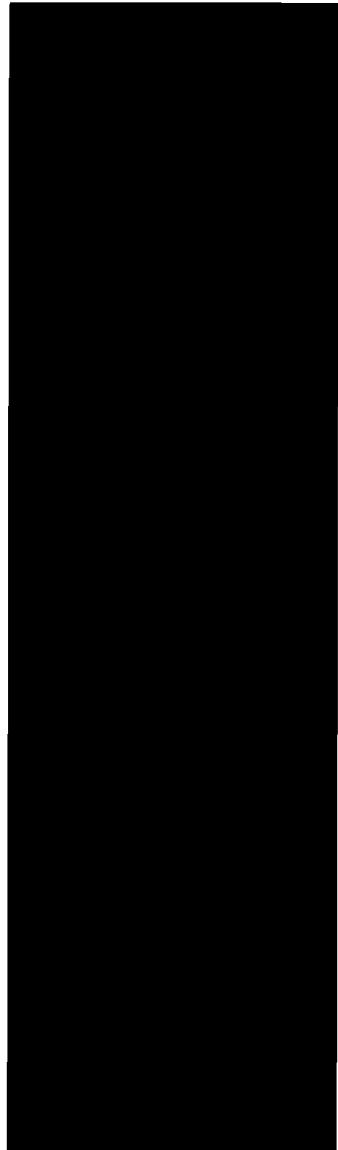
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION(FEL)
Price per tonne (HA80)

B. CARTAGE(C)
Varies by Distance (km) (KATO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

B. CARTAGE(CST)

Varies by Distance (km) (SATO)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300

B. CARTAGE(LC)

Varies by Distance (km) (KALC)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

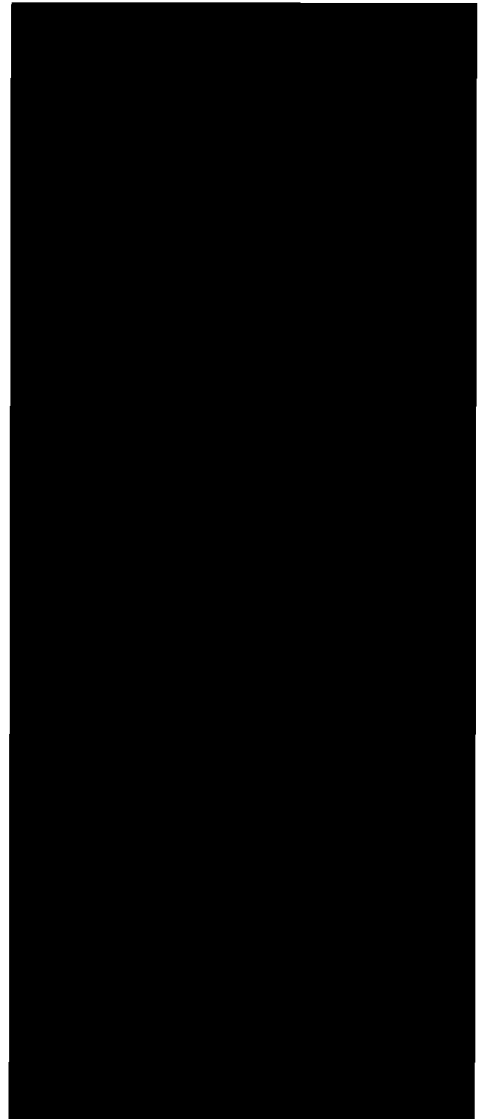
Val exc GST

GST

B. CARTAGE(LC)

Varies by Distance (km) (KALC)

- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430

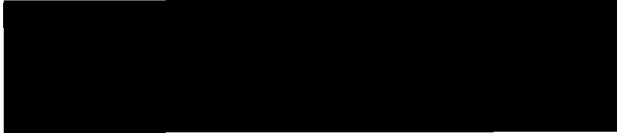


B. CARTAGE(LCS)

Varies by Distance (km) (SALT)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160

Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

B. CARTAGE(LCS)

Varies by Distance (km) (SALT)

- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

Val exc GST

GST



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

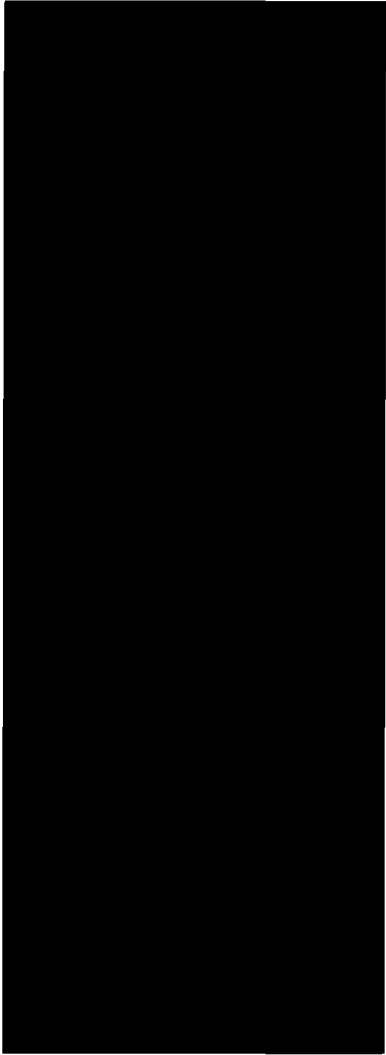
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION(FEL)
Price per tonne (H100)

B. CARTAGE(C)
Varies by Distance (km) (KITO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST

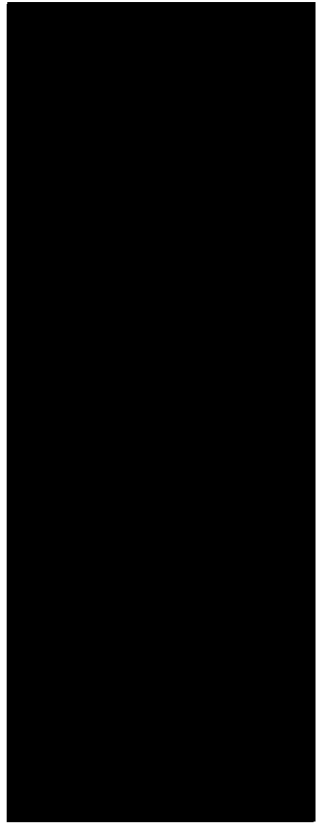
GST

B. CARTAGE(C)

Varies by Distance (km) (KITO) 430.1- 440
440.1- 450

B. CARTAGE(CST)

Varies by Distance (km) (SITO) 0- 20
20.1- 30
30.1- 40
40.1- 50
50.1- 60
60.1- 70
70.1- 80
80.1- 90
90.1- 100
100.1- 110
110.1- 120
120.1- 130
130.1- 140
140.1- 150
150.1- 160
160.1- 170
170.1- 180
180.1- 190
190.1- 200
200.1- 210
210.1- 220
220.1- 230
230.1- 240
240.1- 250
250.1- 260
260.1- 270
270.1- 280
280.1- 290
290.1- 300



Contractor Name:
Harvesting Cont:
Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

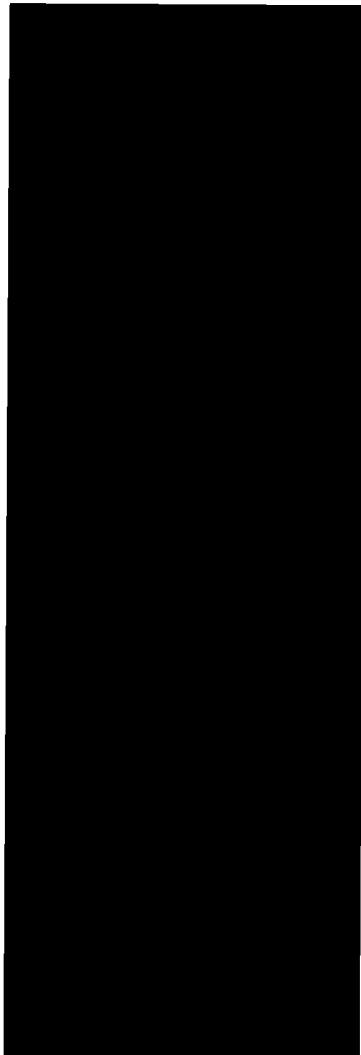
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION(FEL)
Price per tonne (HI60)

B. CARTAGE(C)
Varies by Distance (km) (KITO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430



Contractor Name:
Harvesting Cont:

Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST

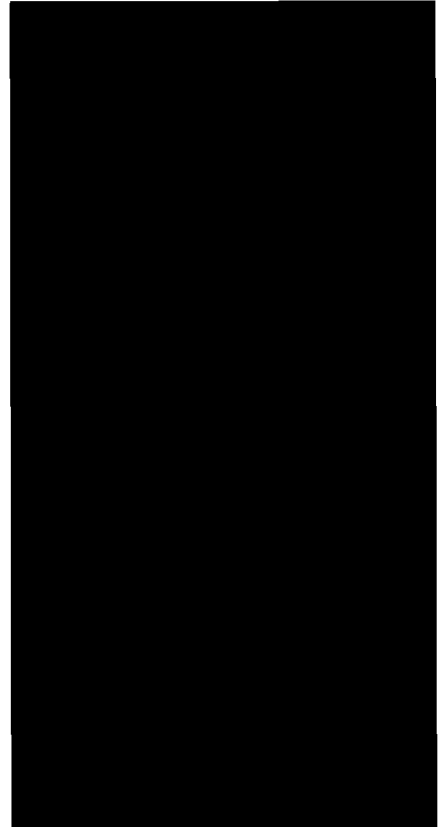
GST

B. CARTAGE(C)

Varies by Distance (km) (KITO) 430.1- 440
440.1- 450

B. CARTAGE(CST)

Varies by Distance (km) (SITO) 0- 20
20.1- 30
30.1- 40
40.1- 50
50.1- 60
60.1- 70
70.1- 80
80.1- 90
90.1- 100
100.1- 110
110.1- 120
120.1- 130
130.1- 140
140.1- 150
150.1- 160
160.1- 170
170.1- 180
180.1- 190
190.1- 200
200.1- 210
210.1- 220
220.1- 230
230.1- 240
240.1- 250
250.1- 260
260.1- 270
270.1- 280
280.1- 290
290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION(DLC)

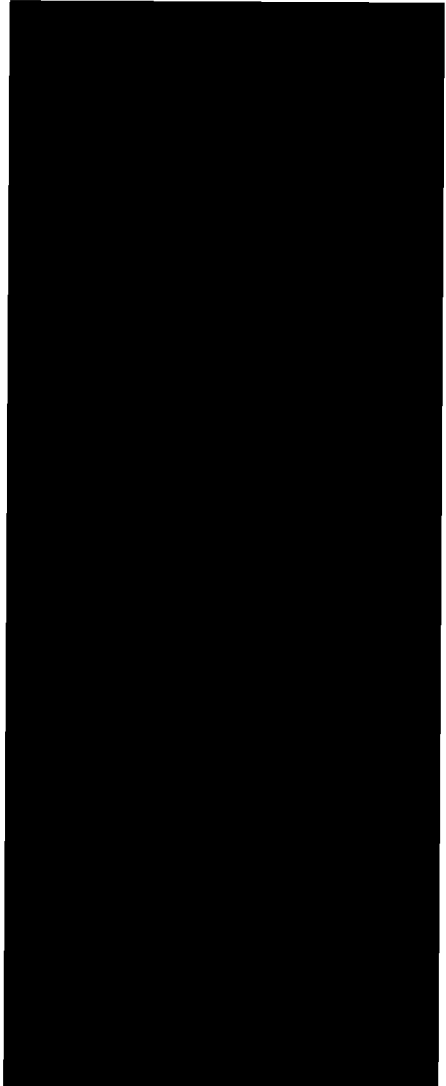
Varies by Distance (km) (KADC)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200

A. PRODUCTION(FEL)

Price per tonne (H180)

B. CARTAGE(C)

Varies by Distance (km) (KITO)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

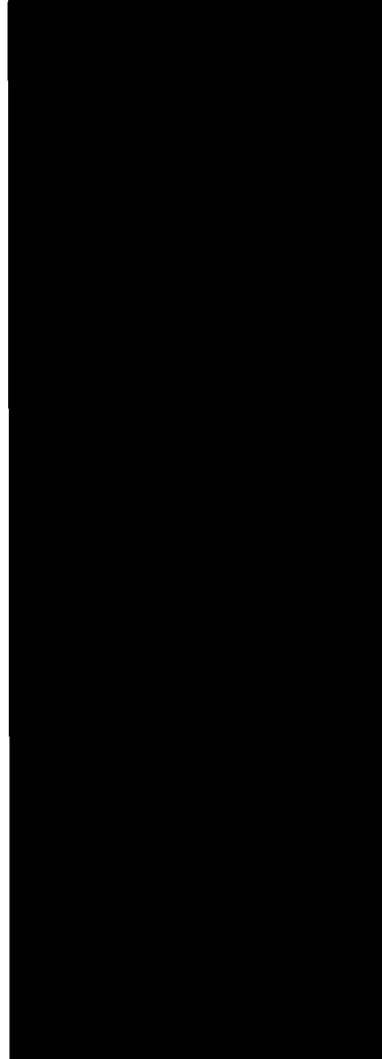
Val exc GST

GST

B. CARTAGE(C)

Varies by Distance (km) (KITO)

- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400
- 400.1- 410
- 410.1- 420
- 420.1- 430
- 430.1- 440
- 440.1- 450



B. CARTAGE(CST)

Varies by Distance (km) (SITO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210

Contractor Name: [Redacted]
Harvesting Cont: [Redacted]
Description: [Redacted]

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

B. CARTAGE(CST)

Varies by Distance (km) (SITO)	
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300

Val exc GST

GST

Val exc GST	GST
[Redacted]	[Redacted]

Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HJ00)

B. CARTAGE(C)

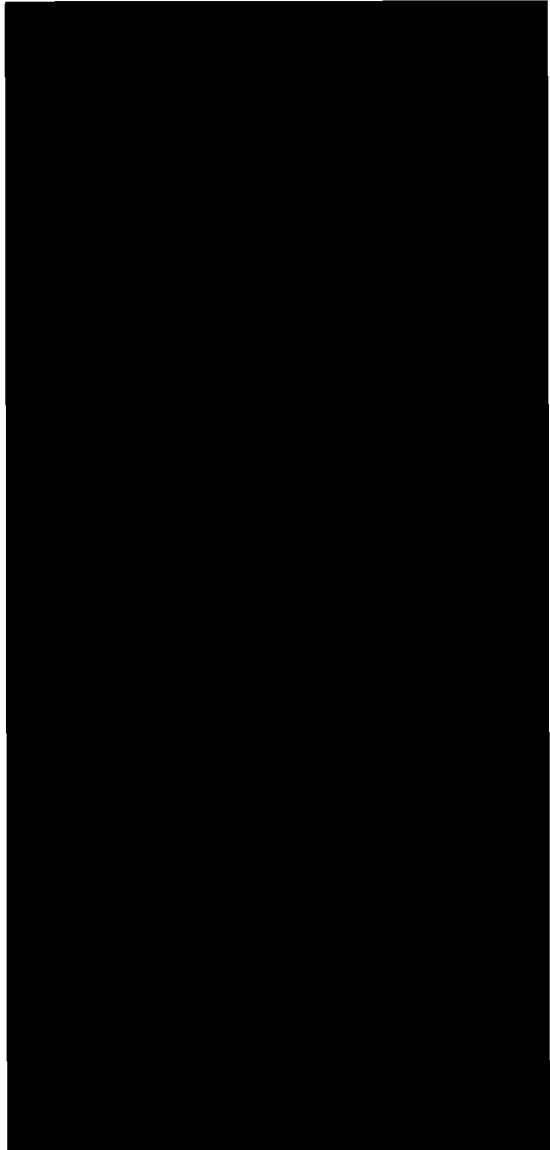
Varies by Distance (km) (KJTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

B. CARTAGE(CST)

Varies by Distance (km) (SJTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

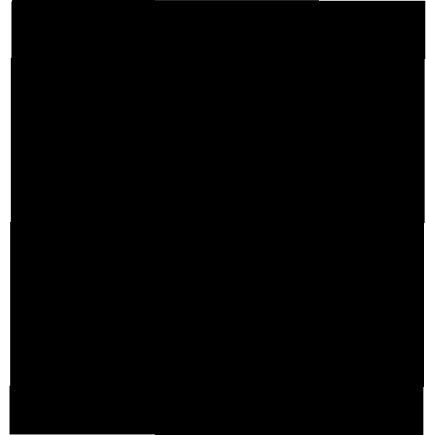
Val exc GST

GST

B. CARTAGE(CST)

Varies by Distance (km) (SJTO)

- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

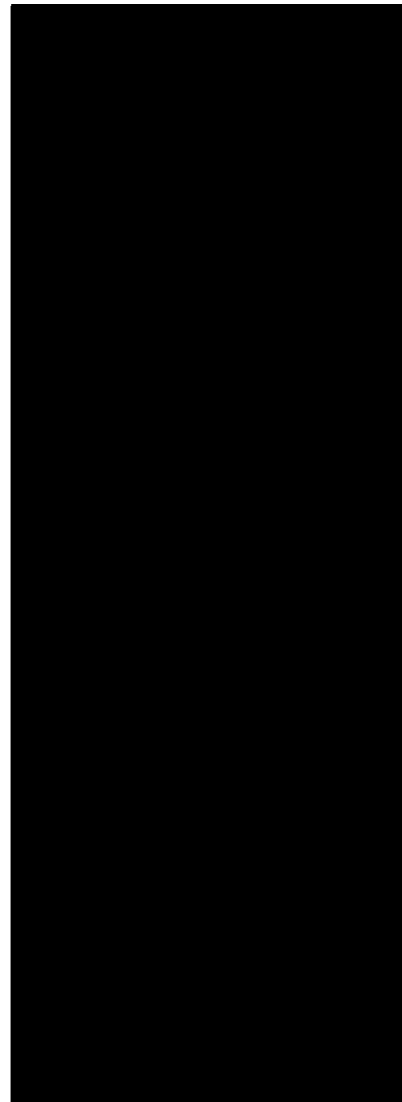
A. PRODUCTION(FEL)
Price per tonne (HJ60)

B. CARTAGE(C)

Varies by Distance (km) (KJTO)	0- 20
	20.1- 30
	30.1- 40
	40.1- 50
	50.1- 60
	60.1- 70
	70.1- 80
	80.1- 90
	90.1- 100
	100.1- 110
	110.1- 120
	120.1- 130
	130.1- 140
	140.1- 150
	150.1- 160
	160.1- 170
	170.1- 180
	180.1- 190
	190.1- 200
	200.1- 210
	210.1- 220
	220.1- 230
	230.1- 240
	240.1- 250
	250.1- 260
	260.1- 270
	270.1- 280
	280.1- 290
	290.1- 300

B. CARTAGE(CST)

Varies by Distance (km) (SJTO)	0- 20
	20.1- 30
	30.1- 40
	40.1- 50
	50.1- 60
	60.1- 70
	70.1- 80
	80.1- 90
	90.1- 100
	100.1- 110
	110.1- 120



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST

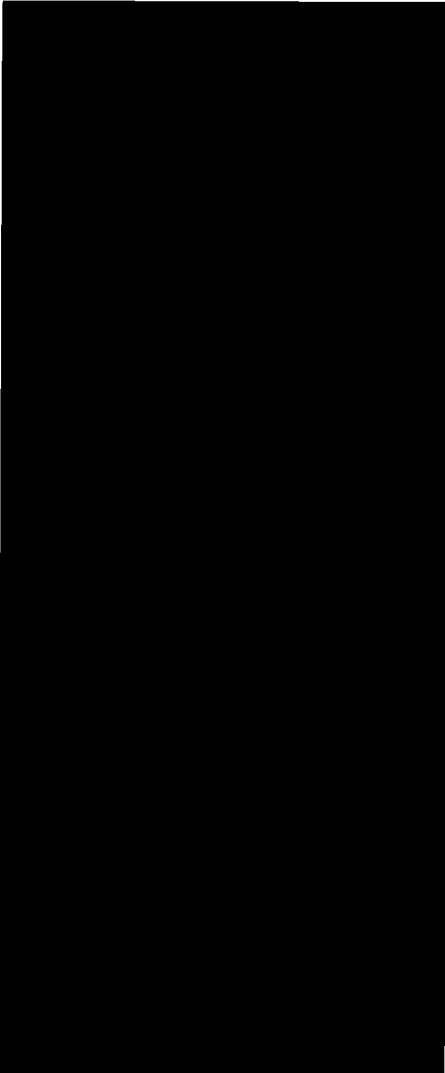
GST

B. CARTAGE(CST)

Varies by Distance (km) (SJTO)	
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300

B. CARTAGE(LC)

Varies by Distance (km) (KJLC)	
0-	20
20.1-	30
30.1-	40
40.1-	50
50.1-	60
60.1-	70
70.1-	80
80.1-	90
90.1-	100
100.1-	110
110.1-	120
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

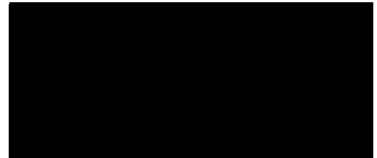
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

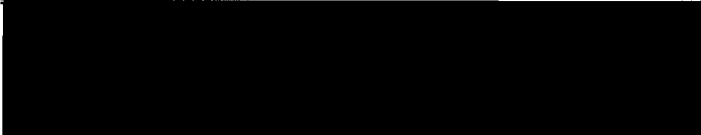
B. CARTAGE(LC)

Varies by Distance (km) (KJLC)

260.1- 270
270.1- 280
280.1- 290
290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

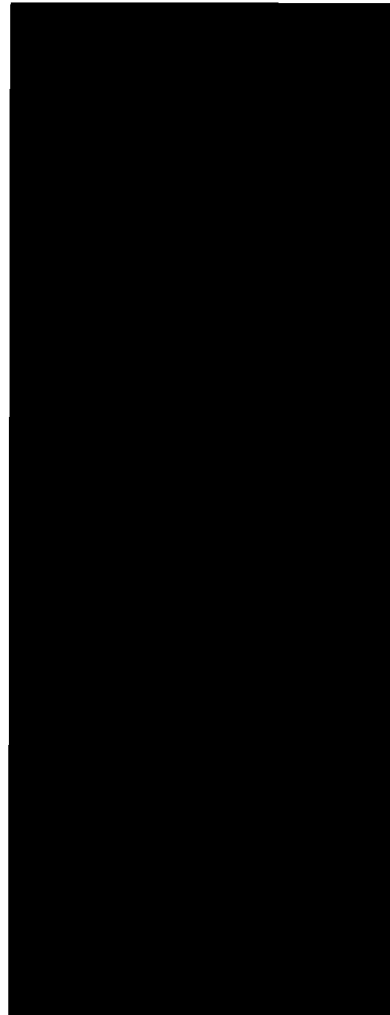
A. PRODUCTION(FEL)

Price per tonne (HB00)

B. CARTAGE(C)

Varies by Distance (km) (KBTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

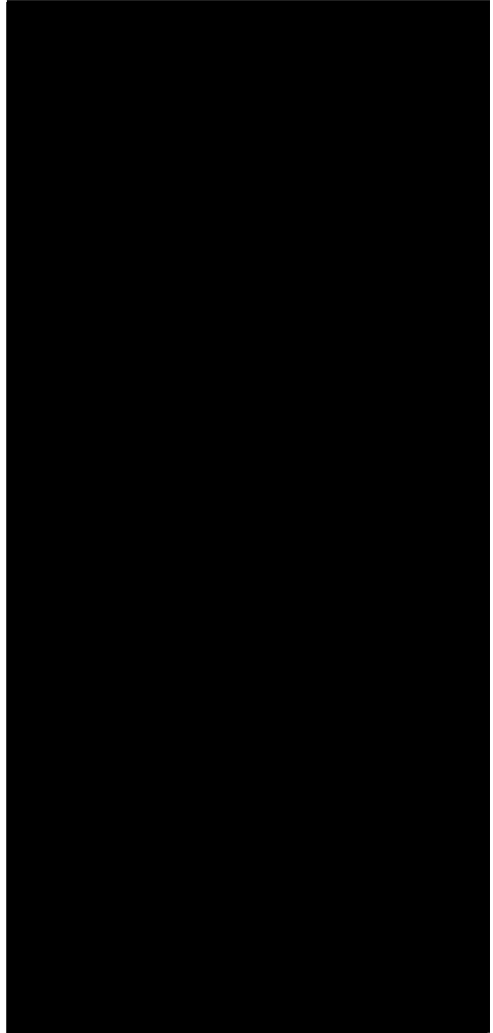
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HB00)

B. CARTAGE(C)
Varies by Distance (km) (KBTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400



Contractor Name:
 Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

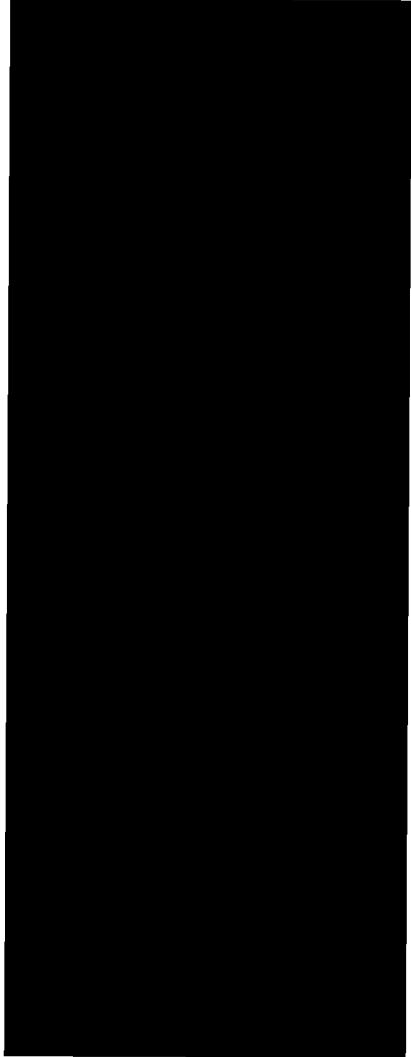
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

A. PRODUCTION(FEL)
 Price per tonne (HB60)

B. CARTAGE(C)
 Varies by Distance (km) (KBTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400



B. CARTAGE(LC)
 Varies by Distance (km) (KBLT)

0- 20

Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

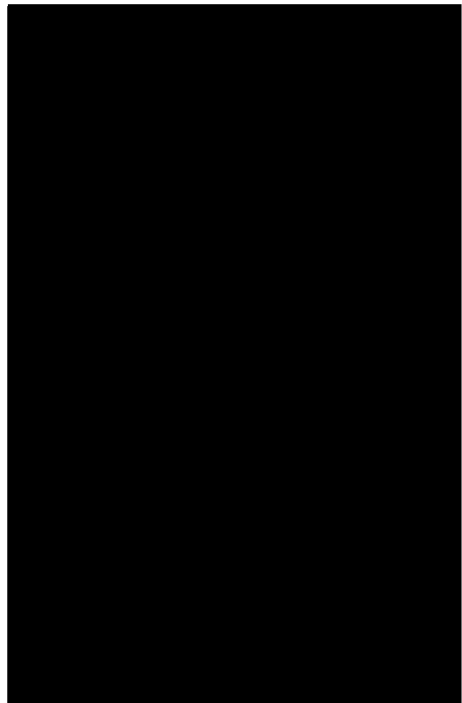
B. CARTAGE(LC)

Varies by Distance (km) (KBLT)

- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

Val exc GST

GST



Contractor Name:
 Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

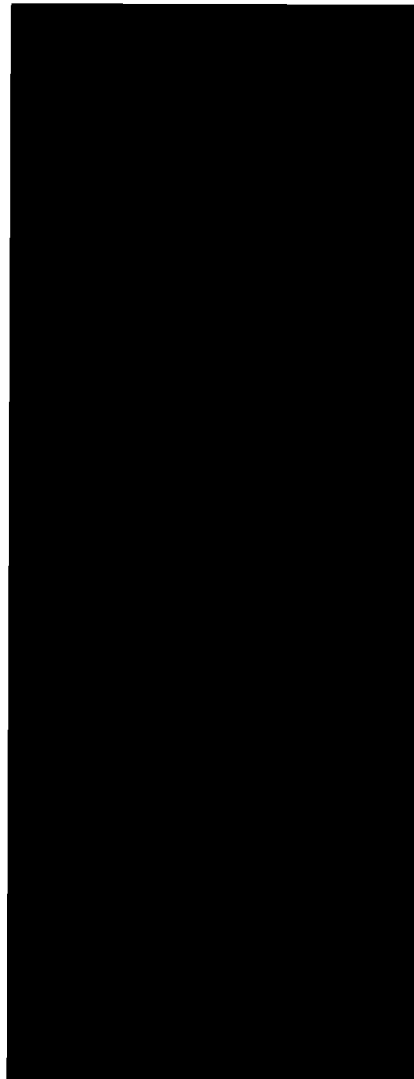
A. PRODUCTION(FEL)
 Price per tonne (HB60)

B. CARTAGE(C)
 Varies by Distance (km) (KBTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300
- 300.1- 310
- 310.1- 320
- 320.1- 330
- 330.1- 340
- 340.1- 350
- 350.1- 360
- 360.1- 370
- 370.1- 380
- 380.1- 390
- 390.1- 400

B. CARTAGE(LC)
 Varies by Distance (km) (KBLT)

0- 20



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

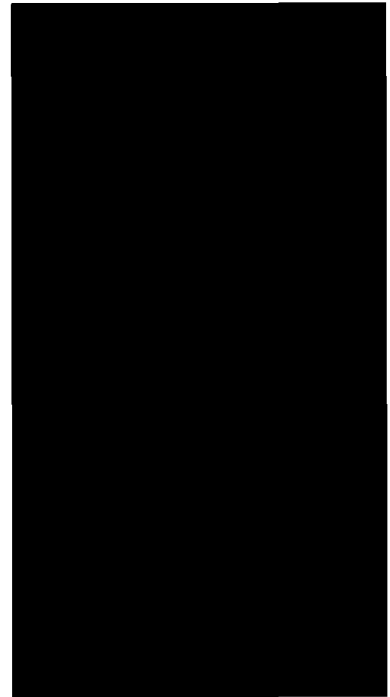
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

Val exc GST GST

B. CARTAGE(LC)

Varies by Distance (km) (KBLT)

- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

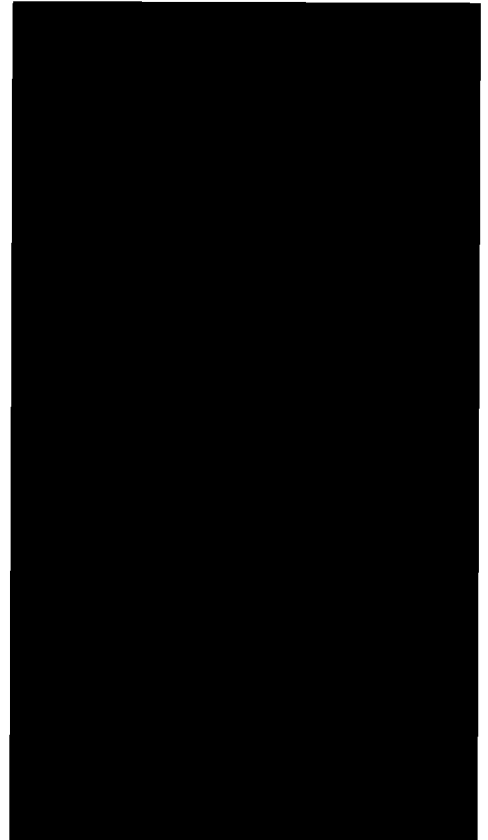
A. PRODUCTION(FEL)
Price per tonne (HD00)

B. CARTAGE(C)
Varies by Distance (km) (KDTO)

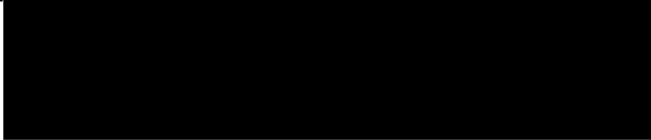
- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

Val exc GST

GST



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

A. PRODUCTION(FEL)

Price per tonne (HD80)

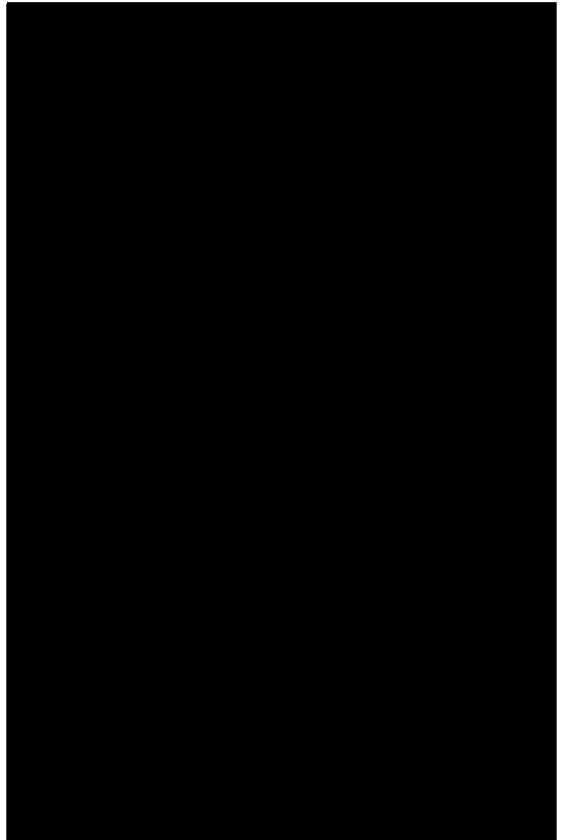
B. CARTAGE(C)

Varies by Distance (km) (KDTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

Val exc GST

GST



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

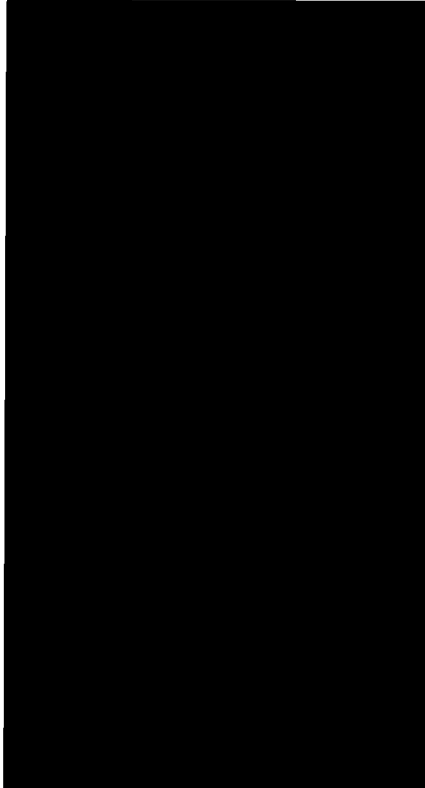
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HC00)

B. CARTAGE(C)
Varies by Distance (km) (KCTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300



Contractor Name:
 Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

A. PRODUCTION(FEL)
 Price per tonne (HC60)

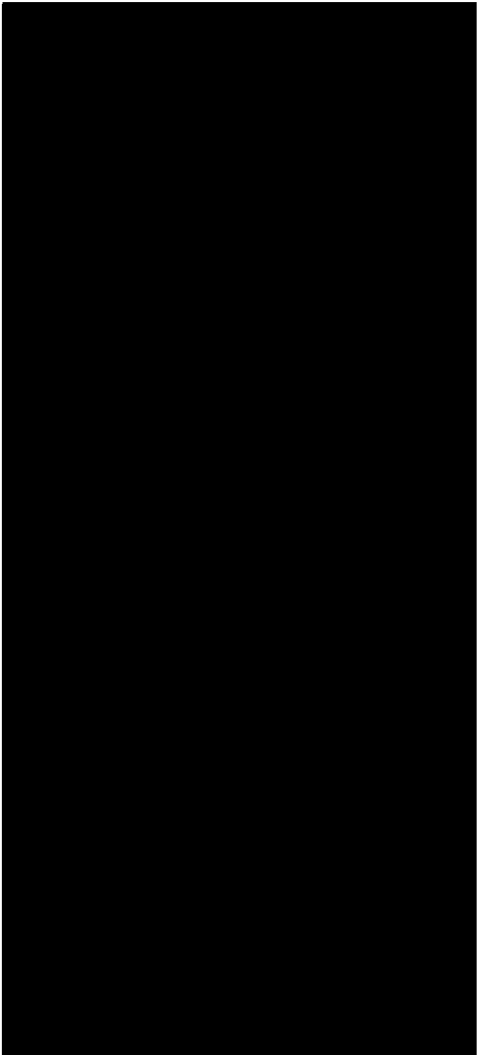
B. CARTAGE(C)
 Varies by Distance (km) (KCTO)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120
- 120.1- 130
- 130.1- 140
- 140.1- 150
- 150.1- 160
- 160.1- 170
- 170.1- 180
- 180.1- 190
- 190.1- 200
- 200.1- 210
- 210.1- 220
- 220.1- 230
- 230.1- 240
- 240.1- 250
- 250.1- 260
- 260.1- 270
- 270.1- 280
- 280.1- 290
- 290.1- 300

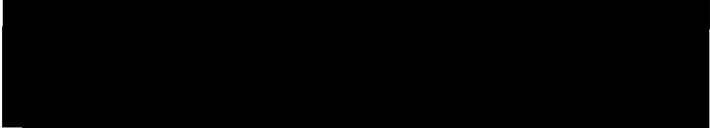
B. CARTAGE(LC)
 Varies by Distance (km) (KCLC)

- 0- 20
- 20.1- 30
- 30.1- 40
- 40.1- 50
- 50.1- 60
- 60.1- 70
- 70.1- 80
- 80.1- 90
- 90.1- 100
- 100.1- 110
- 110.1- 120

Val exc GST GST



Contractor Name:
Harvesting Cont:



Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

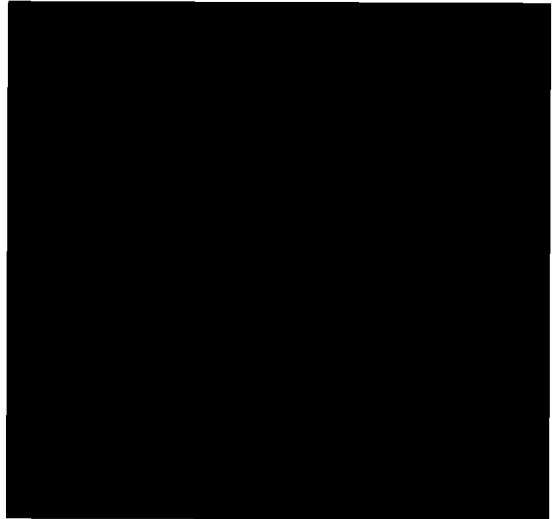
Basis Of Price: Per tonne measured on weighbridge. In truck lots.

B. CARTAGE(LC)

Varies by Distance (km) (KCLC)	
120.1-	130
130.1-	140
140.1-	150
150.1-	160
160.1-	170
170.1-	180
180.1-	190
190.1-	200
200.1-	210
210.1-	220
220.1-	230
230.1-	240
240.1-	250
250.1-	260
260.1-	270
270.1-	280
280.1-	290
290.1-	300

Val exc GST

GST



Contractor Name:
Harvesting Cont:

Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

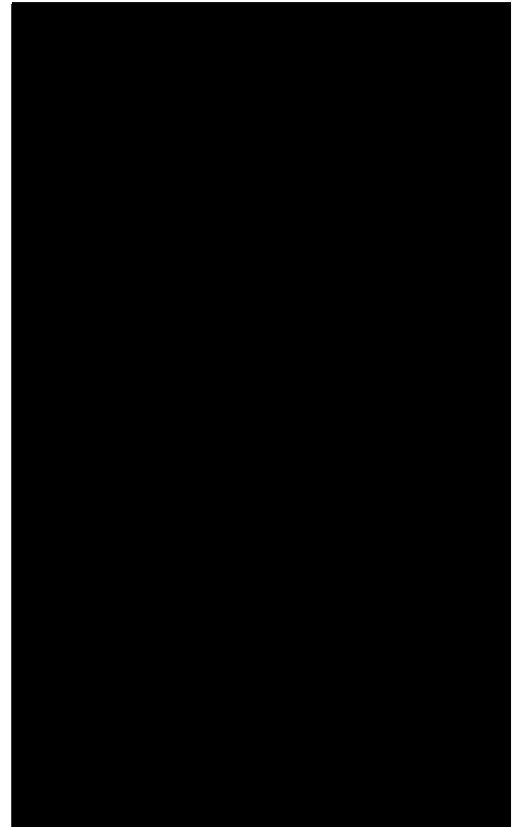
A. PRODUCTION(FEL)
Price per tonne (HN11)

B. CARTAGE(C)
Varies by Distance (km) (KNT0)

0- 20
20.1- 30
30.1- 40
40.1- 50
50.1- 60
60.1- 70
70.1- 80
80.1- 90
90.1- 100
100.1- 110
110.1- 120
120.1- 130
130.1- 140
140.1- 150
150.1- 160
160.1- 170
170.1- 180
180.1- 190
190.1- 200
200.1- 210
210.1- 220
220.1- 230
230.1- 240
240.1- 250
250.1- 260
260.1- 270
270.1- 280
280.1- 290
290.1- 300

Val exc GST

GST



Contractor Name:
Harvesting Cont:

Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

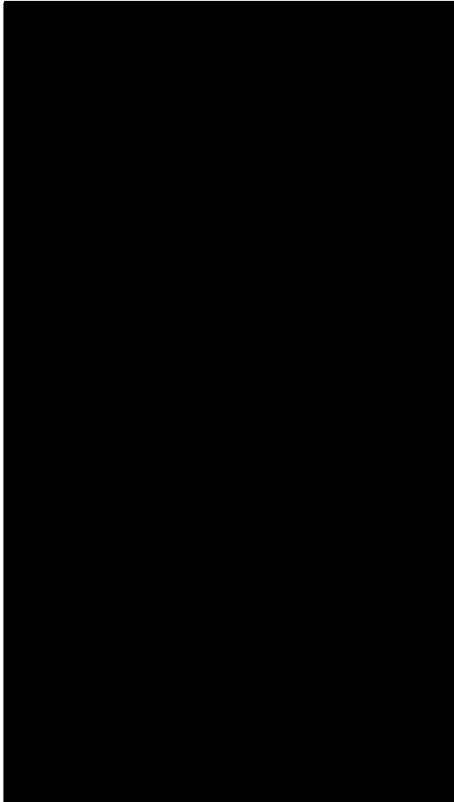
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HN11)

B. CARTAGE(C)
Varies by Distance (km) (KNT0)

0- 20
20.1- 30
30.1- 40
40.1- 50
50.1- 60
60.1- 70
70.1- 80
80.1- 90
90.1- 100
100.1- 110
110.1- 120
120.1- 130
130.1- 140
140.1- 150
150.1- 160
160.1- 170
170.1- 180
180.1- 190
190.1- 200
200.1- 210
210.1- 220
220.1- 230
230.1- 240
240.1- 250
250.1- 260
260.1- 270
270.1- 280
280.1- 290
290.1- 300



Contractor Name:
Harvesting Cont:

Description:

Log Specification: As detailed in the Third Schedule.

Operative Date: 01-JUL-2009

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

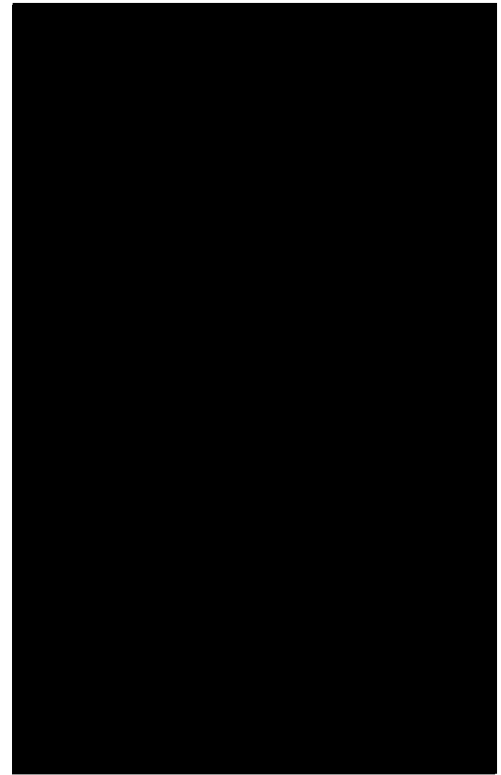
Val exc GST

GST

A. PRODUCTION(FEL)
Price per tonne (HN07)

B. CARTAGE(C)
Varies by Distance (km) (KNT0)

0- 20
20.1- 30
30.1- 40
40.1- 50
50.1- 60
60.1- 70
70.1- 80
80.1- 90
90.1- 100
100.1- 110
110.1- 120
120.1- 130
130.1- 140
140.1- 150
150.1- 160
160.1- 170
170.1- 180
180.1- 190
190.1- 200
200.1- 210
210.1- 220
220.1- 230
230.1- 240
240.1- 250
250.1- 260
260.1- 270
270.1- 280
280.1- 290
290.1- 300

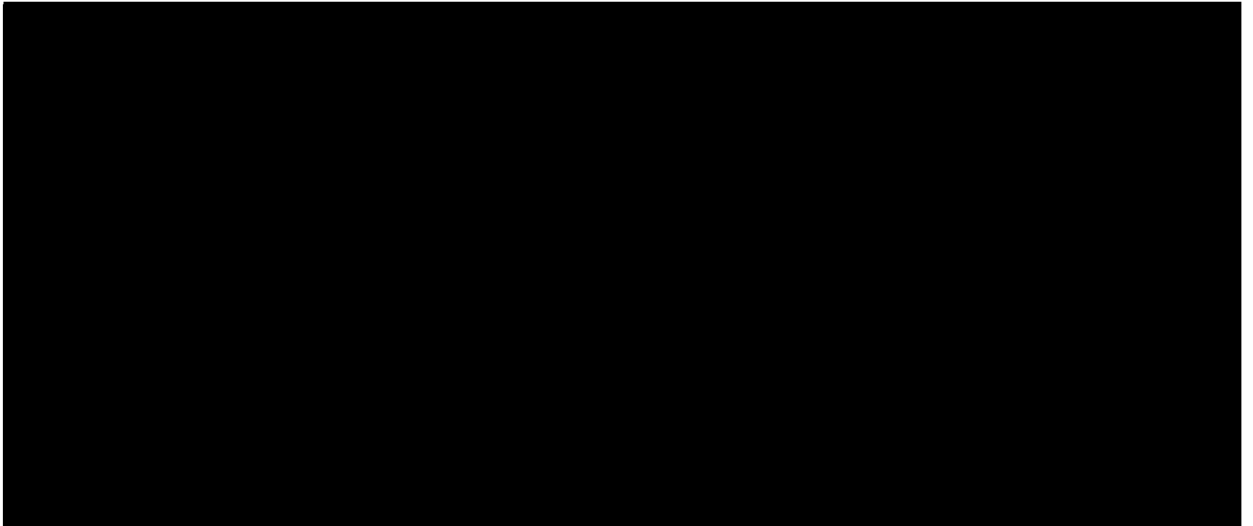


ERROR LIST

==END OF REPORT==

Schedule 3 LOGGING PLAN

A



B The Simcoa Site will normally be open for unloading of deliveries of Log Timber from Tuesdays to Fridays between 6.00 am and 5.00 pm or at other times as advised by Simcoa in writing from time to time. All deliveries must arrive at the Simcoa Site for unloading by no later than 4.30 pm.

Delivery outside of these times may occur if agreed to by Simcoa.

C Simcoa will provide suitable equipment to unload standard log trucks within 30 minutes from arrival on the Simcoa Site.

D Subject to E, failure by Simcoa to unload any truck within 30 minutes from arrival on the Simcoa Site will render Simcoa liable for payment of the Waiting Time Charge.

E No Waiting Time Charge is payable for any time in which another truck is being loaded or unloaded.

Contract of Sale for Timber Product No. 2974

Simcoa Operations Pty Ltd

ACN 009 064 653
(Simcoa)

Forest Products Commission

ABN 69 101 683 074
(Commission)

Clayton Utz
Lawyers
Level 27 QV1 Building 250 St George's Terrace Perth WA 6000 Australia
GPO Box P1214 Perth WA 6844
T +61 8 9426 8000 F +61 8 9481 3095

www.claytonutz.com

Our reference 15703/80053818

Table of contents

1.	Definitions and Interpretation	5
1.1	Definitions	5
1.2	Interpretation.....	10
2.	Agreement.....	11
3.	Duration of Agreement.....	11
3.1	Term	11
3.2	Renewal.....	11
3.3	Termination and suspension	12
3.4	Remedies in addition to other rights.....	13
4.	Quantities	13
4.1	Timber Product	13
4.2	Supply of Pine or Alternative Species	13
4.3	Processed Chip	14
5.	Price.....	14
5.1	Price adjustments	14
5.2	Inclusive price	14
5.3	Waiting time charge	14
5.4	Price Indexation	15
6.	Supply and Determination of Logging Plan.....	15
7.	Acceptance, risk and property.....	16
7.1	Acceptance.....	16
7.2	Risk	16
7.3	Property	16
8.	Variations to Timber Product Intake within a Financial Year.....	16
9.	Exemptions	17
10.	Failure to Accept Delivery or Supply Timber Product.....	18
10.1	Simcoa.....	18
10.2	The Commission.....	18

11.	Invoicing and Payment	19
11.1	Invoices	19
11.2	Payment	19
12.	Security	20
13.	Default	20
14.	Acknowledgements	21
14.1	Commission obligations	21
14.2	Co-operation	21
15.	Indemnity	22
15.1	Parties to indemnify	22
15.2	Mutual release	22
16.	Warranties	22
16.1	Warranties of Commission.....	22
16.2	Other agreements.....	22
16.3	Price	22
16.4	No other warranties.....	22
17.	Dispute Resolution	22
18.	Force Majeure	23
19.	Assignment and Novation	24
20.	Governing law	24
21.	Costs	24
22.	Non-Disclosure	25
23.	Notices	25
24.	Whole agreement	26
25.	Miscellaneous	26
25.1	Exercise of rights	26
25.2	Waiver and variation	26
25.3	Approvals and consents.....	26
25.4	Remedies cumulative.....	26

25.5	Survival of Indemnities.....	27
25.6	Enforcement of indemnities.....	27
25.7	Further assurances.....	27
25.8	Commission may act through others.....	27
26.	GST	27
26.1	Definitions and interpretation	27
26.2	Adjustment for GST	27
26.3	Tax Invoices and Adjustment Notes.....	27
26.4	Reimbursements.....	28
	Schedule 1 - SPECIFICATIONS	30
	Schedule 2 - PRICE/QUANTITY SCHEDULE.....	31
	Schedule 3 - LOGGING PLAN.....	32
	Schedule 4 - WAITING TIME CHARGE.....	33
	Schedule 5 - CONCURRENT CONTRACTS.....	34

Parties **Forest Products Commission ABN 69 101 683 074** of Level 1, D Block, 3 Baron-Hay Court, Kensington, Western Australia (**Commission**)

Simcoa Operations Pty Ltd ACN 009 064 653 of 973 Marriot Road, Wellesley, Western Australia (**Simcoa**)

Recitals

- A. The Forest Products Commission is constituted by section 5 of the FP Act.
- B. By the FP Act, and in particular Part 8 of the FP Act, the Commission is empowered to enter into Production Contracts for the management, harvesting or sale of Forest Products.
- C. By an instrument of delegation made on 10 January 2002 pursuant to its powers under section 13(1) of the FP Act (**Delegation**), the Commission delegated to the General Manager certain of its powers and functions under the FP Act including power to enter into and execute this Agreement, and by section 13(4) of the FP Act, a function performed by a delegate of the Commission (being the General Manager) is to be taken to be performed by the Commission.
- D. Simcoa carries on the business of producing high quality silicon and for this purpose requires wood charcoal.
- E. Simcoa has agreed to acquire genuine chip from the jarrah sawmilling industry whilst it is available.
- F. The Commission acknowledges that the local jarrah sawmill industry currently supplies Simcoa with a significant proportion of Simcoa's chip requirement.
- G. The Commission has agreed to sell and Simcoa has agreed to purchase Timber Product on the terms and conditions set out in this Agreement.
- H. The Commission and Simcoa intend that this Agreement shall be a Production Contract within the meaning of section 55 of the FP Act.

The parties agree

In consideration of, among other things, the mutual promises contained in this Agreement:

1. Definitions and Interpretation

1.1 Definitions

Adjusted Timber Product Intake has the same meaning given to that term under clause 8.

Affected Party means a Party, which is prevented from performing its obligations or satisfying a condition as a result of a Force Majeure Event.

Agreement means this agreement.

Alternative Species means any species of tree offered by the Commission under this Agreement that is not Pine (pinus radiata or pinus pinaster).

Authorisation includes:

- (a) any consent, authorisation, registration, filing, accreditation, recording, agreement, notarisation, certificate, permission, license, approval, permit, authority, exemption, ruling or statutorily required policy of insurance; or
- (b) in relation to any act, matter or thing which may be proscribed or restricted in whole or in part by law or otherwise if a Government Authority intervenes or acts in any way within a specified period after lodgement, registration or other notification of such act, matter or thing, the expiration of such period without such intervention or action.

Authorised Officer means the General Manager, or an officer, employee, or agent of the Commission authorised by the Commission or the General Manager to authorise, approve, direct, consent, or to act or to withdraw, require or to omit to do any such things for or on behalf of the Commission or the General Manager in relation to any matter or thing under or relating to this Agreement.

Business Day means a day on which trading banks are open for business in Western Australia, except a Saturday, Sunday or public holiday.

Cartage Contractor means the person engaged by the Commission under a separate contract to cart Timber, Pine, Processed Chip, Alternative Species or any other Forest Product to Simcoa's Site.

Claim means any claim, right, action, proceeding, demand, or entitlement of any kind and includes, without limitation, a right, proceeding, demand or entitlement to be compensated or indemnified (in whole or in part) for or by way of loss, obligation of indemnity or contribution, damage, expense or liability however arising, and also includes a claim for compensation under any statute, or for breach of any statute or statutory obligation.

Commencement Date means 1 July 2011.

Commission Property in relation to this Agreement, means Timber Product delivered to or processed by Simcoa or a Related Entity of Simcoa, or by any other person at Simcoa's direction, under this Agreement in respect of which moneys are owing or are payable to the Commission.

Concurrent Contract means any contract listed in Schedule 5 of this Agreement.

Consumer Price Index means the Consumer Price Index (All Groups) for Perth, Western Australia (Catalogue Number 6401.0), published by the Australian Statistician and includes any replacement index or formula agreed or determined under Schedule 4.

Corporate Overdraft Reference Rate means the "Corporate overdraft reference rate" (monthly charging cycle) published by the Commonwealth Bank of Australia (www.commbank.com.au/business/rates-fees).

Corporations Act means the Corporations Act 2001 (Cth) (as amended or replaced from time to time).

Defaulting Party has the meaning given in 3.3(a)(i).

Default Interest Period means, for an unpaid amount, the period being on the day in which the amount falls due until the amount is paid.

Default Rate means, for any day in the Default Interest Period, the Corporate Overdraft Reference Rate.

Delegation has the meaning given in Recital C.

Dispute Notice has the meaning given in clause 17.

Financial Year means each consecutive 12 month period from and including the date of 1 July 2011.

Forest Products has the meaning given to "forest products" under section 4 of the FP Act.

Force Majeure means any cause or event outside the Affected Party's reasonable control and which the Affected Party has not caused or materially contributed to by its negligent acts or omissions, or the breach of its obligations under this Agreement, including:

- (a) fire, lightning, explosion, flood, earthquake, storm, cyclone, drought, landslide, natural disaster, epidemic, radioactive contamination, risk to health or safety, toxic or dangerous chemical contamination or force of nature; and
- (b) riots, insurrection, civil commotion, malicious damage, sabotage, act of terrorism, act of public enemy, war (whether declared or not) or revolution; and
- (c) strike, lockout, boycott, work ban or other labour dispute or difficulty (other than where any such action is by the employees of the Affected Party or directed solely at the Affected Party's business); breakage or failure of, or an accident to, any part of the Processing Plant or other plant machinery or equipment owned or operated by the Affected Party and required by the Affected Party for the performance of obligations under this Agreement, which occurs notwithstanding that the Affected Party has taken all reasonable steps to safeguard against the same; and
- (d) order of a court, tribunal or other Governmental Authority or the award of any arbitrator, or the inability to obtain or delay in obtaining governmental, quasi-governmental or regulatory Authorisation.

Force Majeure Event means an act, event, or cause of or constituting Force Majeure.

FP Act means the Forest Products Act 2000 (WA) (as amended or replaced from time to time) and includes all regulations made pursuant to the Act

FP Regulations means certain specified regulations of the Forest Management Regulations 1993 (WA) more particularly referred to in clause 10 of Schedule 1 of the Conservation and Land Management Amendment Act 2000 (WA) and regulations made pursuant to section 70 of the FP Act.

General Manager has the meaning given in the FP Act.

Government Authority means any nation or government, any state or other political subdivision thereof, and any entity exercising legislative, judicial, regulatory or administrative functions of, or pertaining to, any government.

GST has the meaning given to that expression in section 195-1 of the GST Act.

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



[REDACTED]

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order or an order is made and not removed within 21 days that a person be wound up; or
- (b) except to reconstruct or amalgamate while solvent on terms approved by the other party or parties (acting reasonably), a person enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors; or
- (c) as a result of the operation of a section of the Corporations Act 2001, a person is taken to have failed to comply with a statutory demand under that Act for the payment of money; or
- (d) a resolution is passed to appoint an administrator or an administrator is appointed to a person; or
- (e) any step is taken to enforce security over, or a distress, attachment, execution, or other similar process is levied, enforced or served out against any asset or undertaken of a body corporate; or
- (f) a receiver or receiver and manager is appointed to a person.

Jarrah means the species *Eucalyptus Marginata* or similar hardwood as approved by Simcoa

Law means any law and includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgement, rule of common law or equity, condition of any Authorisation or rule of an applicable stock exchange, as amended, consolidated or replaced.

LEADR is an association of dispute resolvers, which is a non-profit membership organisation.

Log Delivery Note means a log delivery note prepared in accordance with the FP Regulations.

Logging Plan means the logging plan agreed pursuant to 6(b) of this Agreement.

Minister means the Minister in the Government of the State charged with administering the FP Act.

Non-Defaulting Party means the Party that is not the Defaulting Party.

Parties means the Commission and Simcoa.

Party means either the Commission or Simcoa.

Pine means the species: *Pinus Radiata* and *Pinus Pinaster*.

Price means the price payable by Simcoa for Timber Product as set out in item 1 of Schedule 2 of this Agreement, as adjusted pursuant to this Agreement.

Processed Chip means the processed chip specified under item 2 of Schedule 1 of the Agreement.

Processing Plant includes sawmills and other mills and timber processing facilities and all buildings, erections, plant, machinery, fixtures and fittings on the Simcoa Site.

Production Contract has the meaning given to "production contract" under section 55 of the FP Act.

Related Entity of an entity means another entity which is related to the first within the meaning of the Corporations Act or is in any economic entity (as defined in any accounting standard approved under the Corporations Act or otherwise generally accepted in Australia) which contains the first and which is a party to a Concurrent Contract.

Relevant Management Plan has the meaning given to it under section 55 of the in the FP Act.

Review Date means 1 January and 1 July in each Financial Year of the Term commencing on and from 1 January 2012.

Security means security referred to in clause 12.

Schedule means one or more of the schedules attached and forming part of this Agreement.

Shortfall in respect of a Financial Year means the amount (expressed in tonnes) by which the quantity of Timber Product which would have had been delivered to satisfy the Timber Product Intake or the Adjusted Timber Product Intake for that Financial Year exceeds the aggregate of:

- (a) the quantity of Timber Product which is actually accepted in that Financial Year by Simcoa in accordance with this Agreement; and
- (b) the quantity of Timber Product which has not been delivered to Simcoa by the Commission in that Financial Year due to the default of the Commission under this Agreement; and
- (c) the quantity of Timber Product which Simcoa or the Commission or both are, excused from accepting or delivering in the Financial Year pursuant to clause 18; and
- (d) the quantity of Timber Product which has not been delivered to Simcoa by the Commission in that Financial Year due to suspension pursuant to clause 3.3(a).

Shortfall Remainder has the same meaning given to that term under clause 10.1(a).

Simcoa Site means 973 Marriot Road, Wellesley, Western Australia and any additional or substitute site, as may be specified by Simcoa from time to time.

Species means Jarrah, Pine and Alternative Species.

Specifications means the specifications set out in Schedule 1.

State means the Crown in right of the State of Western Australia and includes the Government for the time being of Western Australia.

Tax Invoice has the same meaning to that term under clause 26.1.

Term has the meaning given in clause 3.1.

Timber means any softwood or hardwood tree, whether fallen or felled, or sawn, hewn, split, or otherwise fashioned.

Timber Product Intake means the quantity of Timber as set out in clause 4.1 to be delivered to Simcoa in a Financial Year, as that quantity may be varied from time to time under this Agreement by, agreement, or termination.

Timber Product means products processed by Simcoa from Timber supplied to Simcoa under this Agreement; in particular, under Schedule 1.

Timber Supply Area means any public land or sharefarmed land on which Timber is situated.

Tonne means that metric unit of weight of Timber as determined by the method of measurement and recording authorised for the time being by the Commission.

Waiting Time Charge means a charge as set out in item 2 of Schedule 2 and includes that charge as varied from time to time in line with Schedule 4.

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) a reference to a person or any word or expression descriptive of a person includes a public body, company or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes the legal personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes all schedules thereto and regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them or of any regulations and other statutory instruments under them (whether of the same or any other legislative authority having jurisdiction);
- (f) a reference to this Agreement or any other document includes this Agreement or the document as varied altered or replaced from time to time and notwithstanding any change in the identity of the parties;
- (g) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (h) an obligation of two or more parties shall bind them jointly and severally;
- (i) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established in its place or by which its functions have become exercisable;
- (j) if a word or phrase is defined then cognate words and phrases have corresponding definitions;

- (k) a reference to any thing (including any amount) is a reference to the whole or any part of it, but is not to be taken as implying that performance of part of an obligation constitutes performance of the whole, and a reference to a group of things or persons is a reference to any one or more of them;
- (l) a reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (m) where the consent, agreement or approval of a party is required to any act, matter or thing the requirement, in the absence of any express stipulation to the contrary, means the prior written consent, agreement or approval (as the case may be);
- (n) headings and subheadings shall be ignored in construing this Agreement;
- (o) references to time are to local time in Perth, Western Australia;
- (p) where time is to be reckoned from a day or event, such day or the day of such event shall be excluded;
- (q) a reference to a clause, part or Schedule is a reference to a clause or part of, or a Schedule to, this Agreement;
- (r) references to currency are to Australian currency unless otherwise stated;
- (s) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day; and
- (t) "including" means "including, but not limited to".

2. Agreement

The Commission agrees to sell Timber Product to Simcoa and Simcoa agrees to buy Timber Product from the Commission up to the Timber Product Intake or Adjusted Timber Product Intake (as the case may be) for the Price and on the terms and conditions set out in this Agreement.

3. Duration of Agreement

3.1 Term

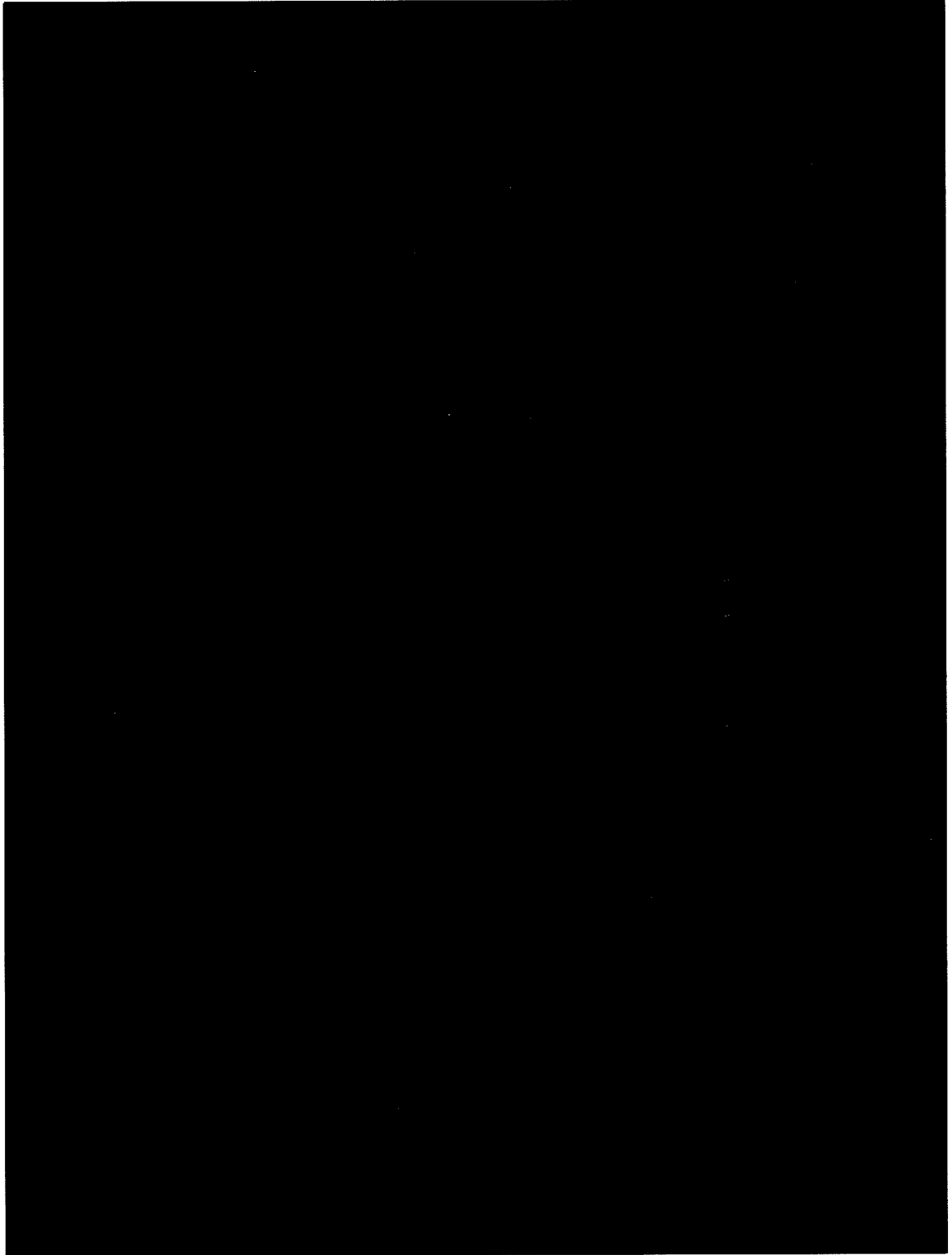
This Agreement shall be deemed to have commenced on the Commencement Date and shall remain in force until 30 June 2016 and any renewal calculated in accordance with clause 3.2 (Term).

3.2 Renewal

- (a) Subject to mutual agreement, the Agreement may be renewed for a period of up to 5 years, or other period as agreed by the Parties, commencing on the date following expiry of the Term.
- (b) In the event that Simcoa wishes to renew the Agreement pursuant to clause 3.2(a) Simcoa shall give Commission not less than six months prior written notice of this intention and the Parties agree to enter into bona-fide negotiations to renew the Agreement prior to the expiry of the Term.

- (c) If the Parties agree to renew this Agreement pursuant to clause 3.2(a) then, except for any option for further renewal, the renewed Term shall be subject to the same covenants and conditions as are contained in this Agreement or as are necessary to make them applicable to the renewed Term.

3.3 Termination and suspension



3.4 Remedies in addition to other rights



4. Quantities

4.1 Timber Product

- (a) By 1 May of each Financial Year during the Term, Simcoa will notify the Commission of:
 - (i) the total quantity of Timber Product it proposes to purchase in the following Financial Year, this quantity becomes the Timber Product Intake for that Financial Year; and
 - (ii) indicative quantities of Timber Product it proposes to purchase in not less than each of the four subsequent Financial Years.
- (b) Any variation on the Timber Product Intake shall be plus or minus 20% from each Financial Year to the following Financial Year.
- (c) For the purposes of the first year,
 - (i) Simcoa shall provide written notice to the Commission confirming the date upon which the Timber Product Intake is to commence, such notice to be provided to the Commission not less than 30 days prior to the proposed date of commencement;
 - (ii) the Timber Product Intake shall be 30,000 tonnes; however, the Parties acknowledge and agree that this amount will be reduced on a pro-rata basis to account for the period from the Commencement Date to the date of this Agreement in which Timber Product was not supplied by the Commission to Simcoa under this Agreement; and
 - (iii) in the event Timber Product Intake does not commence by 15 March 2012, the Commission will have the right, at its absolute discretion, to reduce the amount of Timber Product supplied to Simcoa under this Agreement for a period of 12 months from the Commencement Date.
- (d) For the purposes of 4.1(a)(ii), supply of the indicative quantities of Timber Product for the next 4 Financial Years is set out in item 3 of Schedule 2.
- (e) Any part of the Timber Product Intake not purchased by Simcoa in any Financial Year will not accrue to subsequent Financial Years so as to increase the Timber Product Intake for the following Financial Year by such amount.

4.2 Supply of Pine or Alternative Species

- (a) The Commission may, with the consent of Simcoa, supply the Timber Product Intake in Alternative Species, or as a mix of Pine and Alternative Species, the total quantity of which shall not be less than the Timber Product Intake.
- (b) In supplying the Timber Product Intake under clause 4.1, the Commission shall endeavour to supply the amount of Pine and Alternative Species, as consented to by Simcoa pursuant to clause 4.2(a).

- (c) In the event Simcoa forms the view that the amount of Pine supplied under clause 4.2(a) is not reasonable, Simcoa shall notify the Commission as soon as practicable.
- (d) In providing Alternative Species to Simcoa under clause 4.2(a), the Commission shall ensure that those Alternative Species are reasonably similar to Pine, meet the Specifications, and are otherwise fit for purpose.
- (e) In the event Simcoa forms the view that the Alternative Species supplied are not reasonably similar to Pine or not otherwise fit for purpose, Simcoa shall notify the Commission as soon as practicable.

5. Price

5.1 Price adjustments

- (a) Subject to the indexation in clause 5.4, the Price for Timber Product, delivered to the Simcoa Site is as set out in item 1 of Schedule 2.
- (b) In the event that Simcoa determines the Simcoa Site to be a location other than 973 Marriot Road, Wellesley, Western Australia,
 - (i) the Commission shall have the right to adjust the Price to include any additional costs reasonably incurred by the Commission in delivering to that Simcoa Site; and
 - (ii) the Commission will, at the request of Simcoa, adjust the price to include any additional savings reasonably incurred by the Commission in delivering to that Simcoa Site.
- (c) The Commission shall give reasonable notice to Simcoa of any adjustment in Price pursuant to clause 5.1(b) of this Agreement.

5.2 Inclusive price

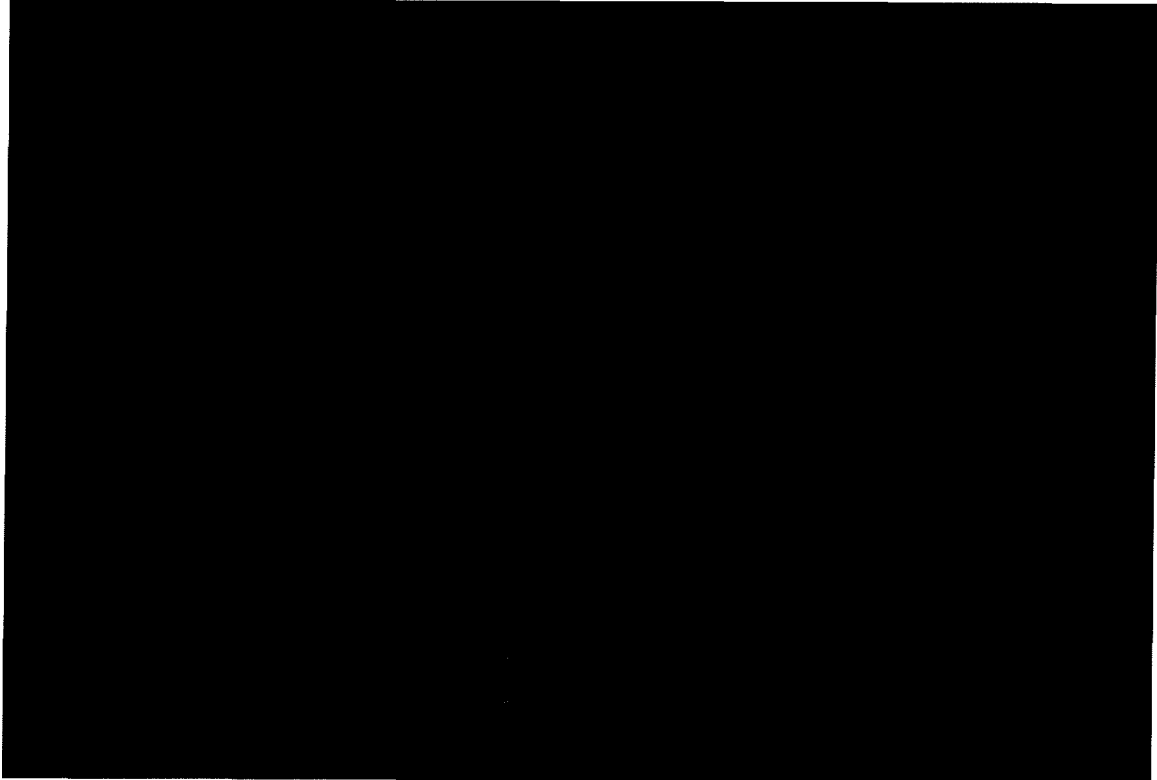
Subject to the provisions in this clause 5, the Price will be inclusive of all other costs, charges and fees including delivery and administration charges.

5.3 Waiting time charge

- (a) The Commission shall direct any Cartage Contractor that upon arrival at the Simcoa Site, the Cartage Contractor will identify themselves at the site office or such other place as nominated by Simcoa.
- (b) The Commission shall direct any Cartage Contractor upon entering the Simcoa Site, to follow all reasonable instructions provided by Simcoa personnel.
- (c) Simcoa will provide suitable equipment to unload standard log and chip trucks.
- (d) Trucks delivering Timber Product will be unloaded by Simcoa within 30 minutes from identification as specified in clause 5.3(a).

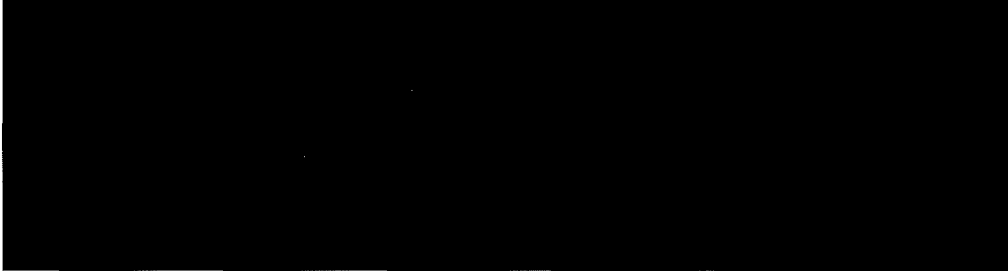
- (e) In the event that Simcoa fails to unload trucks within the time specified in 5.3(d), the Commission may invoice a Waiting Time Charge against Simcoa unless the delay is caused by the Cartage Contractor.
- (f) No Waiting Time Charge is payable for any time in which another truck associated with the delivery of Timber Product under this Agreement is being unloaded.

5.4 Price Indexation



6. Supply and Determination of Logging Plan

- (a) The Timber Product must be delivered in accordance with the Logging Plan for the relevant Financial Year to the Simcoa Site or at an alternative site as directed by Simcoa from time to time.
- (b) Once the Commission has received notification of quantities pursuant to clause 4.1 and indicative quantities for four subsequent Financial Years, the Commission and Simcoa will consult and agree as to the Logging Plan for the following Financial Year. The Commission will then, by 1 July of the relevant Financial Year, advise Simcoa of the Logging Plan for that Financial Year, including the average monthly delivery schedule and amounts for each Species to be delivered under this Agreement.
- (c) The Logging Plan for the First Year is set out in Schedule 3.
- (d) Simcoa agrees to provide Timber Product unloading facilities and to carry out all unloading operations in a safe and efficient manner, and at its own expense.
- (e) Simcoa has the right to:

- 
- (f) Simcoa will provide reasonable access to the Commission or an authorised representative to the Simcoa Site for the purposes of meeting its obligations under the FP Act and this Agreement.

7. Acceptance, risk and property

7.1 Acceptance

- (a) At the time of each delivery of Timber Product, the Commission, or Simcoa at the direction of the Commission, shall calculate the weight or volume (as the case may be) of Timber Product delivered by the system of log measurement shown in Schedule 1 (**Measurement Basis**).
- (b) Authorised representatives of the Commission and Simcoa shall complete, date, and sign a Log Delivery Note in respect of every delivery of Timber Product to Simcoa at the time and place of each such delivery. Simcoa's representative shall sign and return to the Commission the original of the Log Delivery Note in accordance with FP Regulations 48 and 52 and a copy of the Log Delivery Note will be provided to Simcoa for its records.
- (c) Execution of the Log Delivery Note by Simcoa's representative shall, subject to clause 7.1(d) constitute acceptance by Simcoa of the Timber Product described in the Log Delivery Note.
- (d) Notwithstanding any other provision of this Agreement, if upon delivery, it is found that the Timber Product fails to meet the Specifications with the concurrence of the Authorised Officer, then the Commission will take immediate remedial action to ensure that the Timber Product is replaced with Timber Product which meets the Specifications.

7.2 Risk

Risk in Timber Product which is the subject of a signed Log Delivery Note will pass at the time it is accepted by Simcoa by execution of the Log Delivery Note pursuant to clause 7.1(c).

7.3 Property

Without prejudice to the rights of the Commission under the FP Act, it is agreed by the Parties that the property in the Timber Product supplied under this Agreement and any Timber Product and Forest Products in Simcoa's possession or under its apparent control will remain with the State until Simcoa has paid all monies owing or payable to the Commission under this Agreement in relation to that Timber Product for which monies are owing or payable by Simcoa.

8. Variations to Timber Product Intake within a Financial Year

- (a) If Simcoa wishes to vary the Timber Product Intake within a Financial Year then Simcoa must prepare and submit a written proposal to the Commission with four

weeks notice, specifying in such detail as the Commission may reasonably require, its proposal to vary Timber Product Intake within a Financial Year.

- (b) The Commission may, but is not obliged to, approve an increase or reduction in the Timber Product Intake (**Adjusted Timber Product Intake**) pursuant to clause 8(a) and must notify Simcoa within 6 weeks of receipt of Simcoa's proposal under clause 8(a) of whether or not Simcoa's proposed Adjusted Timber Product Intake is acceptable to the Commission.
- (c) If the Commission consents to the Adjusted Timber Product Intake then such approval shall be conditional on the following:
 - (i) the increase or reduction shall apply solely to the Financial Year to which the proposal relates; and
 - (ii) in the case of a reduction, Simcoa may not at any time subsequently during the Term require the Commission to deliver the quantity of Timber Product foregone by such reduction; and
 - (iii) in the case of an increase, Simcoa may not disclaim the increased demand.
- (d) If the Commission does not consent to the Adjusted Timber Product Intake, and the Parties fail to agree in writing on an alternative Timber Product Intake within 2 weeks of the Commission's notice under clause 8(b), the Timber Product Intake for that Financial Year will remain unaltered.

9. Exemptions

- (a) The Commission may, but is not obliged to, at Simcoa's request by notice, exempt Simcoa from accepting delivery for such period or periods not exceeding in aggregate ten (10) Business Days in any Financial Year

- (b)



- (c) The Commission shall use all reasonable endeavours to provide Simcoa with all Timber Product not supplied pursuant to the exercise of its rights under clause 9(b) of this Agreement.
- (d) This clause 9 does not limit clause 18 in any way.

10. Failure to Accept Delivery or Supply Timber Product

10.1 Simcoa

- (a) If for any reason (other than as permitted by clauses 4, 7, and 18), Simcoa refuses or fails to accept delivery of any quantity of Timber Product in accordance with its obligations under this Agreement, and continues to so for more than seven (7) days after notice from the Commission stating its intention to invoke the provisions of this clause, then the Commission may do any one of the following:
 - (i) by further notice, require Simcoa to accept delivery of the Shortfall within 30 days; and
 - (ii) following expiry of the period referred to in clause 10.1(a)(i), if Simcoa has not taken delivery of all or part of the Shortfall (the **Shortfall Remainder**) then the Commission may thereupon claim liquidated damages against Simcoa to the extent permitted by law.
- (b) The liquidated damages referred to in clause 10.1(a)(ii) will be determined as the Shortfall Remainder multiplied by the difference between the price per tonne received by the Commission for selling the Shortfall Remainder to a person other than Simcoa, and the Price payable by Simcoa for the Shortfall Remainder.
- (c) The Parties agree that the liquidated damages referred to in clause 10.1(a)(ii) are not in the nature a penalty and represent an agreed genuine pre-estimate of loss and damage to the Commission equal to the revenue foregone due to Simcoa's failure or refusal to accept delivery referred to in clause 10.1(a).
- (d) If Simcoa for any reason (other than as permitted by clauses 4, 7, and 18) refuses, or fails to accept, delivery in accordance with its obligations under this Agreement of any Shortfall Remainder, then that Shortfall Remainder shall be deemed thereupon to have been forfeited by Simcoa and Simcoa cannot subsequently in any Financial Year of the Term require the Commission to deliver that Shortfall Remainder.
- (e) Notwithstanding any other provision of this Agreement, the Parties agree that the liquidated damages in clause 10.1(a)(ii) represent:
 - (i) the sole extent of liability of Simcoa; and
 - (ii) constitute the sole extent of any damages recoverable by the Commission

for failure to accept the Shortfall Remainder under this clause.



11. Invoicing and Payment

11.1 Invoices

Twice every month, the Commission shall prepare and provide to Simcoa a Tax Invoice for Timber Product supplied to Simcoa under this Agreement. The Tax Invoice shall refer to the Price and Log Delivery Notes for the period relevant to that Tax Invoice.

11.2 Payment

(a)



- (b) The Parties agrees that the Default Rate is not in the nature a penalty and represents an agreed genuine pre-estimate of any costs incurred by the Commission in recovering overdue monies.
- (c) No alleged inaccuracy in the accounts shall be a reason for delay in payment of invoices, but any proved inaccuracy shall be taken into consideration in any subsequent account or a refund may be made of any overcharge proved to the satisfaction of the Commission.
- (d) The Commission shall present to Simcoa a reconciliation of Simcoa's account to the last day of each Financial Year. The amount of any debit or credit resulting from such reconciliation shall be settled by Simcoa or the Commission.

12. Security

- (a) The Commission, throughout the Term, may demand Simcoa to supply an irrevocable and unconditional bank guarantee in favour of the Commission as Security for performance and observance of Simcoa's obligations under this Agreement for an amount derived from the formula in clause 12(c).
- (b) For the purposes of the first year the Security shall be in the amount set out in item 4 of Schedule 2.
- (c) The Commission may, on 1 July each year, recalculate the amount of Security deposited by Simcoa in accordance with the following formula:



Where TPV is the total estimated value of the Timber Product to be supplied for that Financial Year.

13. Default

- (a) If:
 - (i) Simcoa breaches any covenant or obligation on Simcoa's part to be performed or observed under this Agreement (other than a covenant or obligation to pay money referred to in clause 12(a) and such breach is not remedied within 14 days after the Commission serves notice on Simcoa specifying the breach and requiring that it be remedied; or
 - (ii) the holder of a mortgage or charge over any asset of Simcoa enforces any rights of execution against property under that mortgage or charge; or
 - (iii) any judgement for an amount exceeding \$50,000.00 is obtained against Simcoa in any Court which judgement remains unsatisfied for 28 days from its date and without lodgement of notice of appeal having been made within the proper time; or
 - (iv) Simcoa fails to furnish on demand a Security; or
 - (v) an Insolvency Event occurs in respect of Simcoa or a Related Entity of Simcoa; or
 - (vi) Simcoa or a Related Entity of Simcoa breaches a provision of the FP Act or FP Regulations or is convicted in a court of competent jurisdiction of a breach of any other Law which breach in the reasonable opinion of the Commission materially and detrimentally affects the business or the performance by Simcoa of its obligations under this Agreement,then this will be an Event of Default.
- (b) At any time after an Event of Default occurs the Commission may do one or more of the following:

- (i) give a notice which reduces the Timber Product Intake or suspends for any period of time and from time to time the operation of this Agreement; and
- (ii) exercise the Commission's rights and powers under Part 9 of the FP Act (including seizure) in respect of the Timber Product and any other Commission Property in Simcoa's possession pursuant to this Agreement and with or without a warrant enter any premises occupied by Simcoa (including but not limited to any Simcoa Site) without liability for trespass or otherwise; and
- (iii) make demand on Simcoa for any and all moneys owing or payable by Simcoa to the Commission under this Agreement but remaining unpaid at the date of such demand; and
- (iv) realise, appropriate and enforce any Security and apply any amount received under any Security in and towards payment and satisfaction of any amounts owing by Simcoa under this Agreement and any outstanding payments; and
- (v) by notice to Simcoa cancel and terminate either or both this Agreement with effect from the date of service of the notice or any later date specified in the notice;

and, shall be under no liability to Simcoa or any other person for anything arising as a consequence of the exercise of any power conferred by or referred to in this clause 13(b), subject to the Commission exercising the above powers in good faith with due care and skill in accordance with Part 9 of the FP Act.

- (c) Simcoa shall do and ensure that it and each of its Related Entities does everything necessary to ensure that no Event of Default occurs.

14. Acknowledgements

14.1 Commission obligations

The Commission acknowledges and confirms that it will:

- (a) be responsible for all aspects of forest and environmental management in the forest including those related to Phytophthora cinnamomi disease control, fire control, planning, matters of Law, public risk, water management, recreational use, easements or any other matter or claim which arises from the Commission meeting its obligations pursuant to this Agreement; and
- (b) make all arrangements to secure Timber Product reserves for the purposes of meeting its obligations under this Agreement.

14.2 Co-operation

Simcoa and the Commission must use reasonable endeavours to co-operate fully with each other and provide all assistance reasonably required by the other for the purpose of ensuring the timely performance of the matters contemplated by this Agreement.

15. Indemnity

15.1 Parties to indemnify

Each Party (an **Indemnifying Party**) shall indemnify and keep indemnified the other Party, its respective officers, agents and employees (an **Indemnified Party**) against all Claims in relation to injury to or death of people or loss or damage to property arising from the performance of this Agreement caused by the Indemnifying Party, provided that the liability to indemnify an Indemnified Party shall be reduced proportionally to the extent that the Claim may have been contributed to by the act or omission of the Indemnified Party.

15.2 Mutual release

Notwithstanding any other provision of this Agreement to the contrary, no Party will be liable to the other for any loss of opportunity, revenue, profit or anticipated profit or any indirect loss of any kind, whether or not foreseeable at the date of this Agreement, arising out of the performance or non-performance of this Agreement, irrespective of cause including negligence and breach of duty (whether statutory or otherwise).

16. Warranties

16.1 Warranties of Commission

The Commission warrants and represents to Simcoa that the Commission has good title to the Timber Product supplied to Simcoa under this Agreement and that such Timber Product are free from all liens, charges, encumbrances and third party rights of any kind.

16.2 Other agreements

The Commission shall as far as practicable control the jarrah forest operations so as to ensure that (consistent with, in its opinion, approved forestry practice) the quantities of Timber Product agreed between the Commission and Simcoa are available to Simcoa and the Commission shall not sell or dispose of or cause to be sold or disposed of Timber Product or enter into contracts or cause any contracts to be entered into for such sale or disposal which would prevent or be likely to prevent Simcoa being supplied with its requirements pursuant to this Agreement.

16.3 Price

The Commission warrants that the Price determined in Schedule 2 is validly determined for the purposes of section 59(1) of the FP Act.

16.4 No other warranties

Subject to clause 16.1, each Party acknowledges that it has entered into this Agreement on the basis of its own knowledge and enquiry and has not relied on any warranty or representation as to the quality of the Timber Product or the use to which it may be put or any other matter.

17. Dispute Resolution

- (a) Subject to clause 8(c), if a dispute arises between the Parties under this Agreement, either Party must issue a notice to the other Party (defined as a **Dispute Notice**).
- (b) The Dispute Notice must:
 - (i) be in writing; and

- (ii) state that it is given under clause 17; and
 - (iii) include particulars of the dispute including a brief description of the circumstances in which the dispute arose, reference to provisions of this Agreement, acts or omission of any person relevant to the dispute and if relevant, the amount in dispute (whether monetary or volume).
- (c) Upon receiving the Dispute Notice, the Parties must agree upon an appropriate procedure to resolve the dispute.
 - (d) Both Parties must attempt to resolve the dispute within ten (10) Business Days.
 - (e) If the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed upon, then the Parties must refer the dispute to LEADR for mediation according to LEADR's Mediation Rules.
 - (f) The Parties agree to appoint a LEADR representative as facilitator and agree to share the facilitator's costs equally.
 - (g) If, within ten (10) Business Days after referral of the dispute to LEADR the dispute is not resolved, then either Party may give the other Party a written notice stating that fact (defined as a **Non-Resolution Notice**).
 - (h) Either Party after issuing a Non-Resolution Notice on the other Party may commence court proceedings in an effort to resolve the dispute.
 - (i) The provisions of this clause shall not apply to any case where a Minister in the Government of the State, the Commission, is by the FP Act, or any other Law, or this Agreement given expressly or impliedly a discretionary power.
 - (j) The force and effect of this clause 17 will not disrupt the Parties in fulfilling their continuing obligations under this Agreement.

18. Force Majeure

- (a) Failure by a Party to perform an obligation under this Agreement that is not:
 - (i) in the case of Simcoa an obligation to pay money to the Commission or to provide Security to the Commission; or
 - (ii) caused by circumstances arising from a breach by a Party of its obligations under this Agreement,

will be excused to the extent that such failure is caused by or arises from a Force Majeure Event beyond the power and control of the Affected Party and without the Affected Party's fault or privity.
- (b) A Force Majeure Event may include with regard to Simcoa any Law imposed or enforced by a Governmental Authority after the date hereof if compliance with same by Simcoa is mandatory and would result in additional or reasonably unexpected costs to Simcoa which effectively would prevent Simcoa from realising a reasonable commercial profit by the performance of its obligations under this Agreement.
- (c) The Affected Party shall as promptly as possible give notice thereof to the other Party and will also within 10 days of the occurrence of the Force Majeure Event notify the other Party of particulars of the relevant event and supply, if possible,

supporting evidence. The Affected Party must take reasonable and diligent steps to make good and resume compliance with those obligations except that:

- (i) neither Party is obliged to settle strikes, lockouts and other labour difficulties on terms which it reasonably considers to be unacceptable; and
 - (ii) the Commission shall not be obliged to act so as to prejudice public policy and this proviso applies notwithstanding any rule of Law, or authority, or power, of the Commission which may be applied or exercised to remove, or to minimise the effects of, a Force Majeure event.
- (d) If a Force Majeure Event referred to in clause 18(a) continues for a period of not less than 12 calendar months, the Affected Party or, where both Parties are prevented from performing obligations, either of them may terminate this Agreement by notice to the other.
- (e) Subject to clause 18(a) and 18(d), the obligations of the Parties under this Agreement will resume as soon as the Force Majeure Event ceases to have effect.
- (f) If the Commission's failure to supply Timber Product is excused by clause 18, Simcoa shall have no claim against the State or the Commission, arising from such failure, provided that the Commission will treat Simcoa at least as favourably as any other party to whom the Commission is supplying Timber Product when allocating reductions in supply, unless the reduction in supply is caused by breach of this Agreement or any Concurrent Contract by Simcoa.

19. Assignment and Novation

- (a) Simcoa shall not assign, sublet, novate or transfer any part of Simcoa's rights or obligations under this Agreement without the prior written consent of the Commission, which consent shall not be unreasonably withheld.
- (b) Any change in control of Simcoa is taken to be an assignment of Simcoa's interest in this Agreement. In this clause 19:
 - (i) "change in control" means change of more than 50% of the shares with the right to vote in general meetings of the corporation; and
 - (ii) words used in this clause 19 are as defined in the Corporations Act and have the meanings given to them in the Corporations Act.

20. Governing law

This Agreement is governed by and shall be read and construed in accordance with the Laws of Western Australia and the Parties agree to submit themselves to the jurisdiction of the Courts of Western Australia.

21. Costs

Each Party shall bear its own costs (including solicitor's costs) of and incidental to the preparation, engrossment, execution and (where applicable) stamping of this Agreement.

22. Non-Disclosure

- (a) In this clause the expression **Contract Award Information** means:
 - (i) a general description of the goods and/or services the subject of this Agreement;
 - (ii) Simcoa's name, and
 - (iii) the total Agreement price or value.
- (b) The Contract Award Information will be publicly available and published on the Tenders WA website (www.tenders.wa.gov.au) after this Agreement is legally established.
- (c) The Parties shall not, without the prior written consent of the other Party, divulge or permit their servants or agents to divulge to any person any of the contents of this Agreement which is not Contract Award Information.
- (d) Documents and other information relevant to this Agreement may be disclosed when required by Law or under the *Freedom of Information Act 1992* (WA) or by tabling of documents in State Parliament or under a Court order.
- (e) Simcoa shall not have, make or bring any action, suit, claim, demand or proceeding against the Commission, the Commission, or the State for any loss, injury, damage, liability, cost or expense resulting from public disclosure of Contract Award Information.
- (f) Notwithstanding any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General for the State under the *Financial Management Act 2006* (WA) are not limited or affected by the terms of this Agreement.
- (g) The obligations of confidence contained in this clause are in addition to and not in substitution for any obligations of confidence which may otherwise arise between the Parties to this Agreement at Law or in equity.

23. Notices

- (a) Any notice to the Parties given pursuant to this Agreement shall be in writing signed on behalf of a Party by a person authorised to sign such a notice for such Party and may be delivered personally or sent by properly addressed and prepaid mail or facsimile transmission to the Party to whom the notice is given at the address or facsimile number set out in clause 23(c) or to such other address or facsimile number as that Party from time to time may notify to the other Party in accordance with and for the purpose of this clause.
- (b) Proof of posting by prepaid mail or of dispatch of the facsimile shall serve as proof or receipt, in the case of a letter, on the third day after posting and, in the case of a facsimile, upon confirmation of receipt of the addressee after transmission of the communication.
- (c) Initial addresses and facsimile numbers of the Parties are:

In the case of the Commission

Address: Forest Products Commission
Locked Bag 888
PERTH BUSINESS CENTRE WA 6849

Attention: The Manager, Contracts and Billing

Facsimile: (08) 9363 4601

In the case of Simcoa:

Address: Simcoa Operations Pty Ltd
973 Marriot Road
WELLESLEY WA 6233

Attention: Vice President

Facsimile: [REDACTED]

24. Whole agreement

- (a) This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and contains all of the representations and warranties and other terms and conditions agreed by the Parties.
- (b) This Agreement supersedes all prior negotiations, deeds, arrangements, understandings, agreements and documents with respect to such subject matter.

25. Miscellaneous

25.1 Exercise of rights

A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a Party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

25.2 Waiver and variation

A provision of or a right created under this Agreement may not be:

- (a) waived except in writing signed by the Party granting the waiver, or
- (b) varied, added to or replaced, except in writing signed by the Parties.

25.3 Approvals and consents

A Party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

25.4 Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Agreement.

25.5 Survival of Indemnities

Each indemnity in this Agreement is a continuing obligation, separate from and independent of the other obligations and survives termination of this Agreement.

25.6 Enforcement of indemnities

It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

25.7 Further assurances

Each Party agrees, at its own expense, on the request of another Party, to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

25.8 Commission may act through others

Any act required to be performed by the Commission under this Agreement may be performed by an Authorised Officer.

26. GST

26.1 Definitions and interpretation

(a) In this clause 26.1:

Adjustment Note has the same meaning as in the GST Act and includes any document or record treated by the Commissioner of Taxation as an adjustment note;

Tax Invoice has the same meaning as in the GST Act and includes any document or record treated by the Commissioner of Taxation as a tax invoice.

(b) Terms defined in the GST Act have the same meanings in this clause 26, unless provided otherwise in clause 26.1(a).

26.2 Adjustment for GST

Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration provided under this Agreement for that supply (unless it expressly includes GST) and amount (**Additional Amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.

Subject to clause 26.3 the recipient must pay the Additional Amount at the same time as the consideration to which it is referable.

26.3 Tax Invoices and Adjustment Notes

The recovery of any amount in respect of GST by the supplier under this Agreement is subject to the issuing of a Tax Invoice or Adjustment Note to the recipient in respect of the supply to which the GST relates.

26.4 Reimbursements

Costs required to be reimbursed or indemnified under this Agreement must exclude any amount in respect of GST included in the costs for which an entitlement to claim an input tax credit arises.

Executed as an agreement:

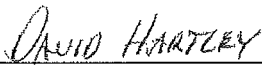
Signed by the General Manager of the **Forest Products Commission** (ABN 69 101 683 074), this *13* day of *February* 2012, as delegate of the Forest Product Commission under section 13 of the *Forest Products Act (WA) 2000*:



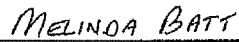
Signature of General Manager



Witness Signature



Name of General Manager

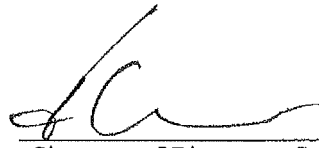


Witness Name

Executed by **Simcoa Operations Pty Ltd** (ACN 009 064 653) in accordance with section 127 of the *Corporations Act 2001 (Cth)* this day of 2012:



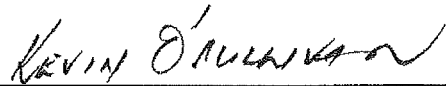
Signature of Director



Signature of Director or Secretary

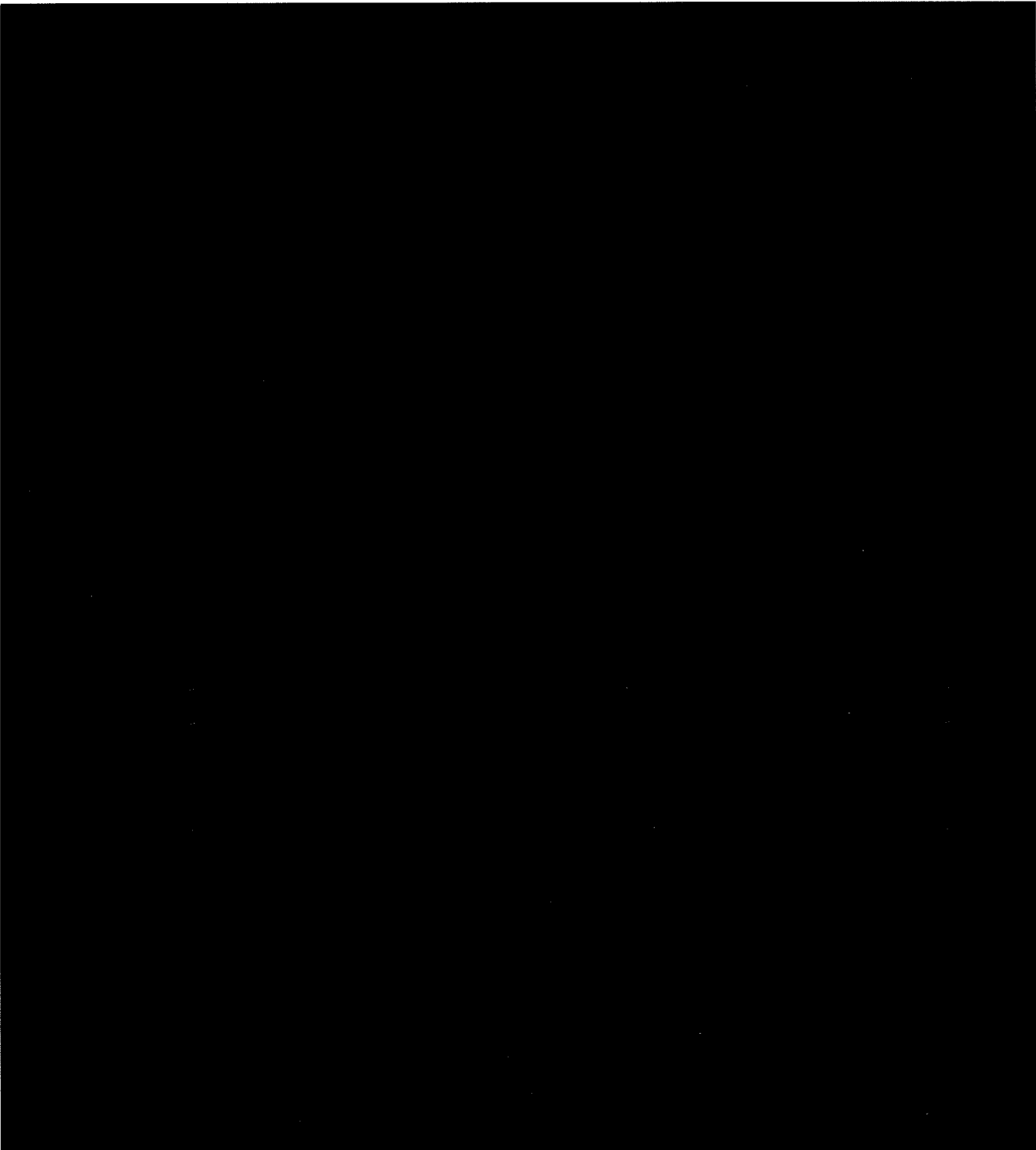


Name of Director in full



Name of Director or Secretary in full

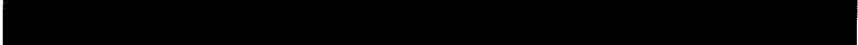
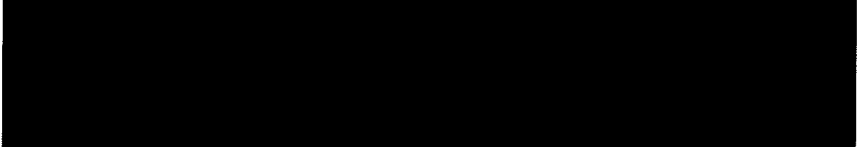
Schedule 1 - SPECIFICATIONS



Schedule 2 - PRICE/QUANTITY SCHEDULE

1. Price

Subject to the indexation in clause 5.4, the Price for Timber Product, delivered to the Simcoa Site is as follows:

- (a) For all deliveries to 973 Marriot Road, Wellesley, Western Australia
 - (i) 
 - (ii) 
 - (iii) For Processed Chip, the Price shall be agreed upon pursuant to clause 4.3.
- (b) For all deliveries to the Preston Chipping Company at Lot 352 Moore Rd, Dardanup, Western Australia, the Price shall be agreed pursuant to clause 5.1.

All Prices are exclusive of GST and the agreed price schedule is the base rates as at the Commencement Date.

2. Waiting Time Charge



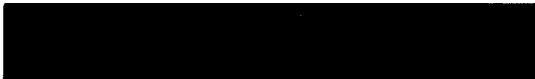
3. Timber Product Intake

Up to 70,000 tonnes of Timber Product per Contract Financial Year. This is inclusive of Processed Chip as requested on an annual basis by Simcoa.

Simcoa provides the following non binding indicative delivery schedule:

2012/13	30,000 tonne
2013/14	36,000 tonne
2014/15	43,000 tonne
2015/16	50,000 tonne

4 Security (initial year)



Schedule 3 - LOGGING PLAN

The Commission will make arrangements for Timber Product as requested by Simcoa to be delivered to the Simcoa Site(s) at the following delivery rates:



The Simcoa Site (973 Marriot Road, Wellesley, Western Australia) will normally be open for unloading of deliveries of Timber Product from Tuesdays to Fridays between 6.00 am and 5.00 pm or at other times as advised by Simcoa in writing from time to time. All deliveries must arrive at the Simcoa Site for unloading by no later than 4.30 pm. Delivery outside of these times may occur if agreed to by Simcoa.

Deliveries in relation to the Preston Chipping Company at Lot 352 Moore Rd, Dardanup, Western Australia are to be between 6.00 am and 5.00 pm Monday to Friday.

Schedule 4 - WAITING TIME CHARGE

1. Waiting Time Charge



2. Consumer Price Index



Schedule 5 - CONCURRENT CONTRACTS

**Plantation Product Contract No. 2960
(Sale of Hardwood Forest Products)**

WA Chip & Pulp Co. Pty Ltd

and

**Commission of the
Forest Products Commission**

Forest Products Commission

Level 1 117 Great Eastern Highway RIVERVALE WA 6103
Telephone 61 8 9475 8888 Facsimile 61 8 9475 8899
www.fpc.wa.gov.au

Reference : COS 2960

Contents

1.	Definitions	5
2.	Sale and purchase	13
3.	Payment.....	13
4.	Price Components and Variations.....	15
5.	Risk and Property	15
6.	Delivery and Unloading	15
7.	Measurement of Quantity and Recording.....	16
8.	Timber not conforming to Specifications	16
9.	Harvesting Plans and Variations to Log Timber Intake.....	17
10.	Exemptions	18
11.	Failure to accept delivery	18
12.	Mill intake summary and other records.....	19
13.	Related Entities.....	19
14.	Access to Sites	19
15.	Other timber segregated	20
16.	No warranty	20
17.	Dispute Resolution	20
18.	Security.....	21
19.	Default	22
20.	Force majeure.....	25
21.	Assignment.....	26
22.	Governing law.....	26
23.	Severance.....	26
24.	Costs	26
25.	Non-Disclosure	27
26.	Notices.....	27
27.	Whole of agreement	28
28.	Trust (if applicable)	28
29.	Miscellaneous	30

**Plantation Product Contract
(Sale of Hardwood Forest Products)**

Date:

As per the date of signing by the Commission on the Execution Page

Parties:

Forest Products Commission of 117 Great Eastern Highway
Rivervale Western Australia ("Commission") of the first part

And

WA Chip & Pulp Co. Pty Ltd (ABN 98 094 151 792) of Level 2, 53
Victoria Street Bunbury Western Australia 6230 ("Buyer") of the
second part.

Recitals:

- A. By the Act and in particular Part 8 the Commission is empowered to enter into production contracts for the management, harvesting or sale of forest products.
- B. By an instrument of delegation made the 10th day of January 2002 pursuant to its powers under section 13(1) of the Act the Commission delegated to the General Manager certain of its powers and functions under the Act including power to execute this agreement, and by section 13(4) of the Act a function performed by a delegate of the Commission (being the Commission) is to be taken to be performed by the Commission.
- C. The Commission by Tender No. RFT 06/2010 dated 28th July 2010 invited tenders for the purchase of plantation grown hardwood Forest Products.
- D. In response to the invitation the Buyer submitted the Tender which the Commission has accepted.
- E. The Commission and the Buyer have agreed that the Commission will sell and the Buyer will purchase Log Timber and Chips during the Term at the Price in the quantities and on the terms and conditions of this agreement.
- F. The parties intend this agreement to be a plantation product contract within the meaning of the Act.

Operative provisions:

1. Definitions

1.1 The following words have these meanings in this agreement unless the contrary intention appears:

Act means the *Forest Products Act 2000*.

Affected Party means a party to this agreement which is prevented from performing its obligations or satisfying a condition as a result of a Force Majeure event.

Applicable Trust has the meaning given to that expression in clause 30.

Authorisation includes:

- (a) any consent, authorisation, registration, filing, accreditation, recording, agreement, notarisation, certificate, permission, license, approval, permit, authority, exemption, ruling or statutorily required policy of insurance; or
- (b) in relation to any act, matter or thing which may be proscribed or restricted in whole or in part by law or otherwise if a Governmental Authority intervenes or acts in any way within a specified period after lodgement, registration or other notification of such act, matter or thing, the expiration of such period without such intervention or action.

Authorised Officer means the Commission, or an officer, employee, or agent of the Commission authorised by the Commission or the Commission.

Authorised Trustee Investment means an authorised investment as defined in section 6 of the *Trustees Act 1962* or a special purpose account established under section 16(1)(c) of the *Financial Management Act 2006*, or an investment authorised by the Treasurer of Western Australia for investment by governmental instrumentalities.

Bank means a body corporate authorised under the *Banking Act 1959* of the Commonwealth to carry on banking business as defined in that Act.

Bank Guarantee means an undertaking issued by a reputable Bank in favour of the Commission in unconditional and irrevocable form and on terms and conditions acceptable to the Commission.

Biodiversity has the meaning given to that expression in section 3 of the CALM Act.

Business means the business of a timber processor and merchant conducted by the Buyer in Western Australia.

Business Hours means the hours during the days on which Log Timber or Chip may be delivered under this agreement as agreed by the parties under clause 6.4 or, failing such agreement, the hours during the days on which businesses in Western Australia similar to the Business are generally conducted.

CALM Act means the *Conservation and Land Management Act 1984*.

CALM Amendment Act means the *Conservation and Land Management Amendment Act 2000*.

Chip means Timber processed into chip form of the genus and species more particularly described in Part A of schedule 1.

Claim means any claim, right, action, proceeding, demand, or entitlement of any kind and includes, without limitation, a right, proceeding, demand or entitlement to be compensated or indemnified (in whole or in part) for or by way of loss, obligation of indemnity or contribution, damage, expense or liability however arising and also includes a claim for compensation under any statute or statutory obligation.

Commencement Date means the date referred to in Part B of schedule 1 as being the date on which the Term commences or, if that date is for any reason considered inappropriate by the parties, such other date as the parties may agree in writing.

Commission means the Forest Products Commission constituted by section 5 of the Act.

Commission Property in relation to this agreement and any Concurrent Contract includes, without limiting the generality, all Log Timber, Chip, Timber Products, and any other Forest Products delivered to or processed by the Buyer or a Related Entity of the Buyer, or by any other person at the direction of the Buyer, under this agreement or any Concurrent Contract, in respect of which moneys are owing or are payable to the Commission or the Commission (as the case may be).

Commonwealth means the Commonwealth of Australia and includes the Government for the time being thereof.

Concurrent Contract means any contract, deed or agreement whether or not it is collateral or expressed to be collateral with this agreement, made between the Commission or the Commission (as the case may be) and the Buyer or a Related Entity of the Buyer.

Corporations Act means the *Corporations Act 2001* of the Commonwealth.

Coupe means any part or parts of a Timber Supply Area that has been set aside in a Commission logging plan for the purpose of obtaining Log Timber or Chip.

Department means the Department of Conservation and Land Management established under section 32 of the CALM Act.

Departmental land means –

- (a) State forest and timber reserves within the meaning of the CALM Act;
 - (b) land that is the subject of a declaration under section 87(2) of the CALM Act;
or
 - (c) land held by the Executive Director under section 131 of the CALM Act,
- and in respect of which the Relevant Management Plan has effect during the Term.

Event of Default means an event or circumstance specified in clause 21.1.

Executive Director means the Executive Director of the Department of Conservation and Land Management established by section 38 of the CALM Act.

Force Majeure means any cause or event outside the Affected Party's reasonable control and which the Affected Party has not caused or materially contributed to by its negligent acts or omissions, including:

- (a) fire, lightning, explosion, flood, earthquake, storm, cyclone, drought, landslide, natural disaster, epidemic, radioactive contamination, risk to health or safety, toxic or dangerous chemical contamination or force of nature;
- (b) actual or threatened environmental harm within the meaning of the Environmental Protection Act 1986 (WA) to, or actual or threatened serious or irreversible environmental damage to any site or the occurrence of any hazard to bio-diversity values or the ecological integrity of any Timber Supply Area;
- (c) the occurrence of any event which in the opinion of the Commission may cause continued performance of obligations to contravene any provision of a Relevant Management Plan relating to, or otherwise to materially adversely affect, sound silvicultural or arboricultural practice in, or the sustainable commercial viability of, a Timber Supply Area;
- (d) riots, insurrection, civil commotion, malicious damage, sabotage, act of terrorism, act of public enemy, war (whether declared or not) or revolution;
- (e) strike, lockout, boycott, work ban or other labour dispute or difficulty (other than where any such action is by the employees of the Affected Party or directed solely at the Business);
- (f) breakage or failure of, or an accident to, any part of the Processing Plant or other plant machinery or equipment owned or operated by the Affected Party and required by the Affected Party for the performance of obligations under this agreement, which occurs notwithstanding that the Affected Party has taken all reasonable steps to safeguard against the same; and
- (g) order of a court, tribunal, or other Governmental Authority or the award of any arbitrator, or the inability to obtain or delay in obtaining governmental, quasi-governmental or regulatory Authorization.

Forest Products means:

- (a) Trees (as hereinafter defined), or parts of Trees;
- (b) Timber (as hereinafter defined), sawdust or chips;
- (c) charcoal, gum, kino, resin or sap; and
- (d) firewood (as defined in the Act),

located on Public land and Sharefarmed Land.

General Manager means the person for the time being and from time to time holding the position of Commission referred to in section 38 of the Act in his capacity as delegate of the Commission pursuant to an instrument of delegation made the 10th day of January 2002 by the Commission under section 13 of the Act.

Governmental Authority means any nation or government, any state or other political subdivision thereof, and any entity exercising legislative, judicial, regulatory or administrative functions of, or pertaining to, any government.

GST has the meaning given to that expression in section 195-1 of the GST Act and includes GST equivalents made payable by the law of Western Australia.

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

Hardwood means any pored angiosperm having a hard wood and growing in a Timber Supply Area.

Input Tax Credit has the meaning given to that expression in the GST Act.

Insolvency Event means the happening of any of these events:

- (a) an order is made that a body corporate be wound up; or
- (b) a liquidator or provisional liquidator in respect of a body corporate is appointed, whether or not under an order; or
- (c) a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them; or
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so; or
- (e) a body corporate is or states that it is insolvent; or
- (f) as a result of the operation of section 459F(1) of the Corporations Act, a body corporate is taken to have failed to comply with a statutory demand; or
- (g) a body corporate is, or makes a statement from which it may be reasonably deduced by the Commission that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act; or
- (h) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate; or
- (i) a person ceases to have legal capacity or is or admits to being insolvent or becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event; or
- (j) a controller under section 9 of the Corporations Act is appointed to a body corporate; or

- (k) anything analogous or having a substantially similar effect to any of the events specified above happens in relation to a person or a body corporate under the law of any applicable jurisdiction.

Law means positive law and includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity, condition of any Authorisation or rule of an applicable stock exchange, as amended, consolidated or replaced.

Log Delivery Note means a log delivery note prepared in accordance with the Regulations.

Log Timber means Timber cut in the log of the genus and species more particularly described in Part A of schedule 1.

Log Timber Intake means the quantity of Log Timber or Chip as set out in Part A of schedule 1 to be delivered to the Buyer in a Year, as that quantity may be adjusted or varied from time to time by agreement or determination under clauses 9, 10 and 31.2(b).

Minister means the Minister in the Government of the State for the time being charged with the administration of the Act.

OSH Act means the Occupational Safety and Health Act 1984 (WA).

OSH Regulations means the Occupational Safety and Health Regulations 1996 (WA).

Prepayment Deposit means the Prepayment Deposit referred to in clause 3.3(a) the amount of which (if any) is shown in Part C of schedule 1 and includes that sum as may be added to or otherwise varied or replaced from time to time by notice to the Buyer.

Price means the price, calculated by reference to clause 4 and schedule 2, payable by the Buyer for Log Timber or Chip purchased by the Buyer under this agreement.

Processing Plant includes sawmills and other mills and timber processing facilities and all buildings, erections, plant, machinery, fixtures and fittings on any Site.

Public land means Crown land within the meaning of section 87 of the CALM Act and Departmental land.

Rate means the commercial business overdraft rate for the time being published by Commonwealth Bank of Australia (or, if that rate ceases to be published, another comparable reference rate of interest published by a Bank carrying on business in Western Australia which is selected by Commission) together with a premium equivalent to 20% of that rate.

Regulations means certain of the *Forest Management Regulations 1993* more particularly referred to in clause 10 of schedule 1 of the CALM Amendment Act and regulations made pursuant to section 70 of the Act.

Related Entity of an entity means another entity which is related to the first within the meaning of the Corporations Act or is in any economic entity (as defined in any accounting standard approved under the Corporations Act or otherwise generally accepted in Australia) which contains the first and which is a party to a Concurrent Contract.

Relevant Management Plan means the Forest Management Plan 2004-2013 under Part 5 of the CALM Act.

Security means cash or an instrument of security referred to in clause 20.1 and shown in Part G of Schedule 1 and includes any additional or replacement Security demanded, required or lodged under clause 20.2 and for the purposes of definition in this agreement includes the same and any other security or Security Interest given to or held by the Commission under or pursuant to any Concurrent Contract.

Security Interest means any bill of sale (as defined in any statute), mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation.

Sharefarmed Land has the meaning given to that expression in the Act.

Shortfall in respect of a Year means the amount (expressed in tonnes or cubic metres, as the case may require) by which the quantity of Log Timber and Chip determined by the Commission to be the quantity which would have had to have been delivered to satisfy the Log Timber Intake for that Year exceeds the aggregate of:

- (a) the quantity of Log Timber and Chip which is actually accepted in that Year by the Buyer in accordance with this agreement;
- (b) the quantity of Log Timber and Chip which was not delivered to the Buyer by the Commission in that Year due to the default of the Commission under this agreement; and
- (c) the quantity of Log Timber and Chip which the Buyer or the Commission is, or both are, excused from accepting or delivering (as the case may be) in that Year pursuant to clause 22.

Site means the site identified in Part D of schedule 1 and any additional or substitute site if first approved by the Commission for acceptance of deliveries and processing of Log Timber or Chip by the Buyer and includes all Processing Plant on such Site.

Specifications means the specifications as to species, quality and measurement set out in schedule 3 as those Specifications may be varied or replaced by written agreement between the parties from time to time.

State means the Crown in right of the State of Western Australia.

Subsidiary of an entity means another entity which is a subsidiary of the first within the meaning of part 1.2 division 6 of the Corporations Act or is a subsidiary of or otherwise controlled by the first within the meaning of any accounting standard approved under the Corporations Act or otherwise generally accepted in Australia.

Supply Period means any complete calendar year in which Log Timber and Chip is supplied.

Taxes means taxes, levies, imposts, deductions, charges, withholdings and duties imposed by any authority (including, without limitation, stamp and transaction duties) (together with any related interest, penalties, fines and expenses in connection with them), except if imposed on the overall net income of the Commission.

Tax Invoice has the meaning given to that expression in the GST Act.

Taxable Supply has the meaning given to that term in the GST Act.

Term means the period set out in Part B of schedule 1 and includes any extension to or diminution of that period under this agreement or the Act.

Timber means any Hardwood Tree, whether fallen or felled, or sawn, hewn, split, or otherwise fashioned.

Timber Products means non-Value Added timber products processed or otherwise derived by the Buyer from Log Timber supplied to the Buyer under this agreement.

Timber Supply Area means any Public land or Sharefarmed Land on which Timber is situated.

Tonne means that unit of weight of Log Timber or Chip as is determined by the method of measurement and recording authorised for the time being by the Commission.

Tree includes shrubs, bushes, seedlings, saplings, and re-shoots of all kinds and of all ages.

Trust means the trust referred to in clause 28.

Trust Deed means the trust deed referred to in clause 28.

Trustee has the meaning ascribed to that word in clause 28.

Waiting-time Charge means a charge as set out in schedule 2 and includes that charge as varied from time to time in accordance with schedule 4 on account of those costs, charges and expenses of a kind referred to in clause 6.6.

Year means the period from and including 1 January of any year to and including 31 December of that year.

1.2 In this agreement unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) a reference to a person or any word or expression descriptive of a person includes a public body, company or association or body of persons, corporate or unincorporated;

- (d) a reference to a person includes the legal personal representatives, successors, substitutes (including, but not limited to, persons taking by novation) and assigns of that person;
- (e) a reference to a statute, ordinance, code or other law includes all schedules thereto and regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them or of any regulations and other statutory instruments under them (whether of the same or any other legislative authority having jurisdiction);
- (f) a reference to this agreement or any other document includes this agreement or the document as varied altered or replaced from time to time and notwithstanding any change in the identity of the parties;
- (g) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes telex and facsimile transmissions;
- (h) an obligation of two or more parties shall bind them jointly and severally;
- (i) references to a person which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established in its place or by which its functions have become exercisable;
- (j) if a word or phrase is defined then cognate words and phrases have corresponding definitions;
- (k) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it, but is not to be taken as implying that performance of part of an obligation constitutes performance of the whole, and a reference to a group of things or persons is a reference to any one or more of them;
- (l) a reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (m) where the consent, agreement or approval of a party is required to any act, matter or thing the requirement, in the absence of any express stipulation to the contrary, means the prior written consent, agreement or approval (as the case may be);
- (n) headings and subheadings shall be ignored in construing this agreement;
- (o) references to time are to local time in Perth, Western Australia;
- (p) where time is to be reckoned from a day or event, such day or the day of such event shall be excluded;

- (q) any notice to be given by a party to this agreement shall be in writing;
- (r) a reference to a clause, part or schedule is a reference to a clause or part of, or a schedule to, this agreement;
- (s) this agreement includes its schedules;
- (t) references to currency are to Australian currency unless otherwise stated;
- (u) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (v) "including" means "including, but not limited to", and
- (w) no rules of construction apply to the disadvantage of a party because the party was responsible for the drafting of this agreement or of any of the provisions of this agreement.

2. Sale and purchase

Subject to the Act, the Commission agrees to sell and the Buyer agrees to purchase Log Timber and Chip meeting the Specifications during the Term, at the Price, in accordance with the Log Timber Intake for each Year and on and subject to the terms and conditions of this agreement.

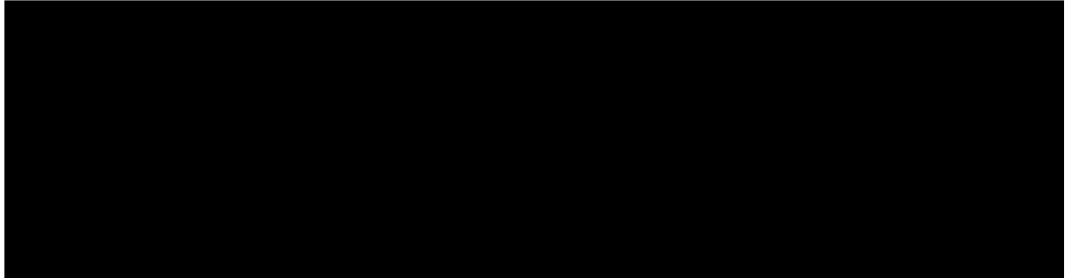
3. Payment

- 3.1 The Buyer shall pay the Price together with all applicable GST to the Commission at the offices of the Commission referred to in sub-clause 26.2 or to any other place in Western Australia nominated by the Commission.
- 3.2 The Commission shall prepare and render to the Buyer twice monthly invoices for Log Timber and Chip delivered under this agreement. Invoices shall be prepared by reference to the Price and to Log Delivery Notes.
- 3.3 Where the Commission at the Buyer's request has agreed in writing that the Buyer may pay the Price in advance of delivery of Log Timber or Chip under this agreement the Buyer shall on or before the Commencement Date (or such other date as the Commission may agree) lodge the Prepayment Deposit with the Commission in the following terms:
 - (a) The Prepayment Deposit shall be credited and held to the account of the Buyer in the books of the Commission ("Prepayment Deposit Account") but no interest shall be payable on it.
 - (b) The Commission shall debit the Buyer's Prepayment Deposit Account with the amount payable under an invoice rendered under sub-clause 3.2 together with GST (if applicable) and shall notify the Buyer accordingly.
 - (c) The Commission will be excused from delivering Log Timber or Chip to the Buyer where the available credit in the Prepayment Deposit Account

is insufficient to meet the Price and all applicable GST relating the that Log Timber or Chip.

- (d) On termination of the Term by effluxion of time or earlier as hereinafter provided, the balance (if any) in the Prepayment Deposit Account shall be repaid, free of interest, to the Buyer.

3.4



3.5 Notwithstanding anything contained (whether express or implied) in this agreement (other than this sub-clause 3.4) to the contrary, if GST is imposed or is payable on or in respect of any supply of Log Timber or Chip by the Commission under or in connection with this agreement, or if the amount of GST is calculated by reference to any such supply, or if GST is imposed or is payable on or in respect of or by reference to any amount payable to the Commission under or in connection with this agreement, the Buyer must pay to the Commission an extra amount equal to the amount of that GST.

3.6 The Buyer shall pay to the Commission all amounts payable under sub-clause 3.4 on each Due Date for Payment or other due date of the payment to which they relate, or otherwise on demand, provided that the Buyer's obligations under sub-clause 3.4 will only apply if the Commission has provided the Buyer with a valid Tax Invoice for the relevant Supply which:

- (a) meets the requirements of the GST Act and any regulations governing the GST and any relevant requirements of the Australian Taxation Office (or other relevant administering body or person); and
- (b) sets out the amount in respect of which GST is payable and the amount of that GST.

3.7 The Commission shall present to the Buyer a reconciliation of the Buyer's account to the last day of each Financial Year. The amount of any debit or credit resulting from such reconciliation shall be settled by the Buyer or the Commission (as the case may require).

3.8 The Buyer shall pay on demand interest on any invoices remaining unpaid on the Due Date or the last day of any extension of the Due Date granted to the Buyer under subclause 3.3 (whichever is the later) assessed from the Due Date or the last day of any extension of the Due Date (as the case may be) to the date of payment at the Rate.

3.9 If an alleged inaccuracy in an invoice is proved to the Commission's reasonable satisfaction it shall be rectified by the creation of an appropriate credit or debit in any subsequent rendering of accounts or, at the Commission's option, by separate refund to or demand on the Buyer (as the case may require).

4. Price Components and Variations

- 4.1 The Price for Log Timber and Chip to be purchased under this agreement includes those components referred to in section 59 of the Act.
- 4.2 The Price contained in schedule 2 shall be varied in the way provided in schedule 4.

5. Risk and Property

- 5.1 Risk in Log Timber or Chip the subject of a Log Delivery Note will pass at the time of delivery of the Log Delivery Note.
- 5.2 Without prejudice to the rights of the Commission under the Act, it is agreed by the parties that:
 - (a) the property in the or Chip supplied under this agreement and any Timber Products, and other Forest Products in the Buyer's possession or under its apparent control will remain with the State until the Commission has been paid all moneys owing or payable to the Commission or the Commission (as the case may be) under this agreement and each Concurrent Contract;
 - (b) for the purposes of this subclause 5.2, any Log Timber, Chip, Timber Products and other Forest Products in the Buyer's possession or under its apparent control shall be deemed to be Commission Property until the contrary is proven.

6. Delivery and Unloading

- 6.1 From the Commencement Date, but subject to any delivery exemption under clause 3.3(a)(iii) and clause 10, the Commission shall deliver Log Timber and Chip to the Buyer at each Site within Business Hours in accordance with the delivery schedule in force under clause 6.2 and the Buyer shall accept the Log Timber or Chip so delivered.
- 6.2 The delivery schedule for any Year will be as agreed by the Buyer and the Commission on or before the commencement of the Year and, failing agreement, as reasonably determined by the Commission having regard to seasonal and any other relevant factors, but in any event shall provide for delivery of quantities sufficient to ensure that the Log Timber Intake is achieved.
- 6.3 The Buyer shall at its own cost provide Log Timber and Chip stockpiling facilities at each Site and shall accept delivery when required of sufficient Log Timber or Chip to maintain compliance with the delivery schedule in force under clause 6.2.
 - (a) Stockpile facilities must be sufficient in size to enable FPC to establish and supply an 'operational float' against the agreed delivery schedule. The 'float area' would as a minimum be required to be a large enough to hold at least one weeks additional supply against the delivery scheduled volumes.

- 6.4 On or about the beginning of each Year the parties shall confer and agree Business Hours for each Site and procedures and other operational matters relating to Log Timber and Chip deliveries.
- 6.5 The Buyer shall at its own cost provide all necessary personnel and unloading facilities and shall carry out all unloading operations at all Sites.
- (a) Unloading facilities provided must meet OSH Act 1984 (WA) and OSH Regulations 1996 (WA) work safe requirements and equipment must in the sole opinion of the Authorised Officer be suitable for effectively unloading all contracted timber products from FPC contracted trucks.
- 6.6 Trucks delivering Log Timber will be unloaded by the Buyer within 30 minutes from arrival at a Site unless the delay is caused by the Commission's harvesting contractor. Subject to clause 6.8, if the Buyer fails to unload trucks within that time the Commission may invoice a Waiting-time Charge against the Buyer.
- 6.7 Trucks delivering Chip material must be able to unload the Chip within 30 minutes from arrival at a Site unless the delay is caused by the Commission's harvesting contractor. Subject to clause 6.8, if the Buyer is unable to unload Chip within that time the Commission may invoice a Waiting-time Charge against the Buyer.
- 6.8 The Commission may not invoice the Waiting-time Charge where the Buyer agrees, at the Commission's request, to accept deliveries of Log Timber or Chip at a Site at times other than the Business Hours.

7. Measurement of Quantity and Recording

- 7.1 Authorised representatives of the Commission and the Buyer shall complete, date, sign and complete delivery of a Log Delivery Note in respect of every delivery of Log Timber or Chip to the Buyer at the time and place of each such delivery. The Buyer's representative shall sign and return to the Commission the original of the Log Delivery Note in accordance with Regulations 48 and 52.
- 7.2 Delivery of the Log Delivery Note to the Buyer's representative shall, subject to clause 8, constitute acceptance by the Buyer of the Log Timber or Chip described in the Log Delivery Note.
- 7.3 At the time of each delivery of Log Timber or Chip, the Commission, or the Buyer at the direction of the Commission, shall calculate the weight or volume (as the case may be) of Log Timber or Chip delivered by the system of log measurement shown in Part F of schedule 1 or, if for any reason the Commission agrees that that method is not applicable, then by other method determined for the time being and from time to time by the Commission.

8. Timber not conforming to Specifications

- 8.1 If the Commission delivers any Log Timber or Chip to the Buyer which, in the opinion of the Buyer, does not conform to the Specifications, the Buyer shall give notice thereof to the Commission within seven days of delivery. The Commission and the Buyer shall assess Log Timber or Chip described in the notice within seven days of the date of receipt of the notice.

- 8.2 The Commission shall record details of Log Timber or Chip delivered which the parties agree does not conform to Specifications and, within 30 days of the assessment referred to in clause 8.1, shall issue a credit note for it to the Buyer. The quantity of Log Timber or Chip recorded on the credit note will not be considered part of the Log Timber Intake.
- 8.3 Any credit note issued under clause 8.2 may be subject to review in accordance with clause 3.7.
- 8.4 The Commission shall remove any Log Timber or Chip for which a credit note has been issued under clause 8.2 at the Commission's expense within 14 days of the date of issue of the credit note.
- 8.5 This clause 8 shall not apply to any case where Log Timber or Chip, in the reasonable opinion of the Commission, fails to conform to Specifications due primarily to any act or omission of the Buyer.

9. Harvesting Plans and Variations to Log Timber Intake

- 9.1 If the Buyer wishes to vary the Log Timber Intake for a Year then the Buyer must prepare and submit a written proposal to the Commission by 1 March in the preceding Year, specifying in such detail as the Commission may reasonably require, its proposed Log Timber Intake for each Site for the next Year.
- 9.2 The Commission must notify the Buyer within 6 weeks of receipt of the Buyer's proposal under subclause 9.1 of whether or not the Buyer's proposed Log Timber Intake is acceptable to the Commission. If the Buyer's proposed Log Timber Intake is not acceptable to the Commission and the parties fail to agree in writing on an alternative Log Timber Intake within 2 weeks of the Commission's notice, the Log Timber Intake in effect at that date will not be altered.
- 9.3 Subject to clause 9.4 the Commission may, but is not obliged to, approve an increase or reduction in the Log Timber Intake pursuant to clause 9.1, and if approved such approval shall be conditional on the following –
 - (a) the increase or reduction shall apply solely to the Year to which the proposal relates; and
 - (b) the increase or reduction shall be temporary and will not operate to increase or diminish the Log Timber Intake for the subsequent Years of the Term; and
 - (c) in the case of a reduction the Buyer may not at any time subsequently during the Term require the Commission to deliver the quantity of Log Timber or Chip foregone by such reduction.
- 9.4 The Buyer may by 3 month's written notice require the Commission to increase or reduce the Log Timber Intake for a Year by up to 20% and the Commission shall comply with that requirement provided that there is no antecedent breach of this agreement or any concurrent Contract by the Buyer remaining unremedied and conditionally upon the annual average quantity of Log Timber or Chip accepted by the Buyer during the Supply Period

commencing on the 1st day of the Year specified in the notice at least equalling the Log Timber Intake for that Supply Period.

- 9.5 If the Buyer fails to accept the total Log Timber Intake in effect during the Supply Period referred to in clause 9.4(a) such failure will be an event to which the provisions of clause 12 will apply.

10. Exemptions

- 10.1 The Commission may, but is not obliged to, at the Buyer's request, by notice exempt the Buyer from accepting delivery for such period or periods not exceeding in aggregate two weeks in any Year as may be notified by the Commission by reason of any cause which the Commission considers may justify a temporary exemption.
- 10.2 The Commission shall be exempted by notice to the Buyer from maintaining continuity of Log Timber and Chip supplies according to the agreed rate of supply under clause 6.2 where suspension of bush operations under the Harvesting Contract is necessitated by weather conditions or any other cause which, in the opinion of an Authorised Officer, make bush operations (including but not limited to road haulage operations) unsafe, or hazardous to the forest PROVIDED THAT the Commission shall use reasonable endeavours to minimise deviations from the agreed rate of supply under clause 6.2.
- 10.3 This clause 10 does not relieve the Commission of the Commission's obligation to supply, nor the Buyer of the Buyer's obligation to take delivery of, the whole of the Log Timber Intake required in any Year under this agreement.
- 10.4 This clause 10 does not limit clause 20 in any way.

11. Failure to accept delivery

- 11.1 If the Buyer for any reason (other than as permitted by clauses 8, 10 and 20) refuses, or fails to accept, delivery in accordance with its obligations under this agreement of any quantity of Log Timber or Chip, or in either case evinces an intention so to do, and continues to do so for more than 7 days after notice from the Commission stating his intention to invoke the provisions of this clause, then the Commission may do any one of the following:
- (a) require the Buyer to accept delivery of that quantity of Log Timber or Chip; or
 - (b) sue for unliquidated damages; or
 - (c) sue for liquidated damages in accordance with clause 11.2 on account of the Buyer's refusal or failure to accept delivery of that quantity of Log Timber or Chip,
- to the extent permitted by law.
- 11.2 The liquidated damages referred to in clause 11.1(c) will be the amount determined by the Commission as the difference between the price received by the Commission by selling to another person the Log Timber or Chip which

the Buyer has failed to accept and the Price the Commission would have received under this agreement which would have been payable by the Buyer under this agreement for that quantity of Log Timber or Chip.

- 11.3 If the Buyer for any reason (other than as permitted by clauses 8, 10 and 20) refuses, or fails to accept, delivery in accordance with its obligations under this agreement of any quantity of Log Timber or Chip, or in either case evinces an intention so to do and continues to do so for more than 7 days after the notice referred to in clause 11.1 is given, then that quantity of Log Timber or Chip shall be deemed to have been forfeited and the Buyer cannot subsequently in any in any Year of the Term require the Commission to deliver that quantity of Log Timber or Chip.
- 11.4 The rights and remedies of the Commission under this clause 11 are in addition to and without prejudice to the exercise by the Commission of any other rights and remedies which the Commission may have under this agreement, including (without limitation) the Commission's rights and remedies under clause 19, at law, in equity, or under statute.

12. Mill intake summary and other records

- 12.1 Subject to clause 25, the Buyer shall at its own cost prepare and deliver to the Commission in the form of the monthly mill intake summary issued by the Commission, the records referred to in Regulation 57 and such other information which is prescribed by the Regulations.
- 12.2 The Buyer shall at its own cost prepare in writing in a form acceptable to the Commission and deliver to the Commission on or before the last day of July in each Year an accurate record of all Log Timber or Chip and Timber Products in the possession or under the control of the Buyer as at 30 June of the immediately preceding Year on or in respect of which moneys are owing or payable to the Commission or the Commission (as the case may be) under this agreement and each Concurrent Contract and their location on each Site.
- 12.3 The Commission may from time to time carry out such audits, enquiries and inspections of the Buyer's accounts or premises and may appoint accountants auditors and other representatives for the purpose of verifying compliance by the Buyer with its obligations under subclause 12.2.
- 12.4 The Buyer shall deliver the records and summaries referred to in clause 12.1 and 12.2 to the Authorised Officer to the place and at the times set out in Part E of schedule 1, as may be varied by the Commission from time to time by notice to the Buyer.

13. Related Entities

The Buyer shall do and ensure that it and each of its Related Entities does everything necessary to ensure that no Event of Default occurs.

14. Access to Sites

The Buyer shall give free access to any Authorised Officer to any Site for the purpose of performing obligations and exercising rights under the Act and this agreement. The Authorised Officer shall observe the Buyer's normal safety and

operational procedures whilst on any Site and shall exercise all reasonable care to prevent property loss or damage or personal injury whilst on any Site and shall indemnify the Buyer against any cost, loss or damage sustained by the Buyer as a result of property loss or damage or personal injury attributable to a grossly negligent act or omission of the Authorised Officer.

15. Other timber segregated

The Buyer shall segregate and keep segregated all Commission Property in the Buyer's possession or under its apparent control from any other timber delivered to the Buyer by any other person and from products manufactured from that timber.

16. No warranty

16.1 The Commission warrants that, to the best of his knowledge and belief, he has good title to the Log Timber or Chip supplied under this agreement and that such Log timber or Chip is free from all liens, charges, encumbrances and third-party rights of any kind.

16.2 Subject to clause 16.1, the Buyer acknowledges that it has entered into this agreement on the basis of its own knowledge and enquiry and has not relied on any warranty or representation as to the quality of the Log Timber or Chip or the use to which it may be put or any other matter.

17. Dispute Resolution

17.1 If a dispute ("Dispute") arises between the parties in respect of any matter arising out of, or connected in any way whatsoever with, this agreement or any of its provisions either the Buyer or the Commission ('Instituting Party') may, at any time, give a notice ('Initiating Notice') to the other of the Buyer and the Commission (as the case may be) containing full particulars of the Dispute, including terms proposed by the Instituting Party for settlement of the Dispute.

17.2 The party to whom an Initiating Notice is given must give to the Instituting Party notice of its response ('Response') within 14 days after the date the Initiating Notice is given.

17.3 If, within 14 Days after the date a Response is given, the Instituting Party gives to the other party notice that it is satisfied by the Response, it shall be binding on all parties to this agreement.

17.4 If the Instituting Party is dissatisfied with a Response, or the other party fails to give a Response, the Instituting Party may, within 28 days after the latest date on which the Response should be given, give notice ('Dispute Notice') to the other party requiring that the Dispute be determined by a dispute resolution as hereinafter provided.

17.5 Where the Instituting Party serves a Dispute Notice on the other party, neither party may commence any court proceedings (other than for urgent relief), or tribunal or arbitration proceedings relating to the Dispute unless the parties have first endeavoured in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them. If the

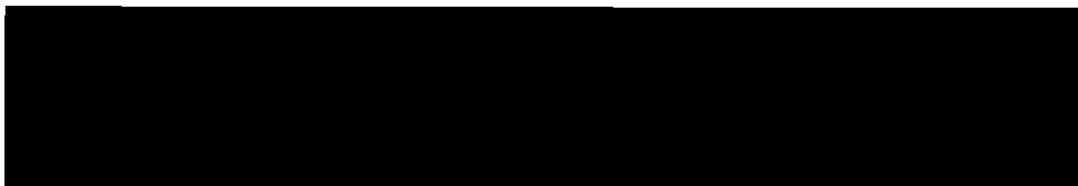
parties do not agree within 7 days of receipt of a Dispute Notice (or such further period as agreed in writing by them) as to:

- (a) the dispute resolution technique and procedure to be adopted;
- (b) the timetable for all steps in those procedures; and
- (c) the selection and compensation of the independent person required for that technique,

the parties must mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of Western Australia (or the President's nominee) will select the mediator from a panel of mediators accredited by the body known as Leaders Engaged in Alternative Dispute Resolution ("LEADR") (or, if no such panel then exists, the list of persons approved by the Chief Justice of Western Australia to be mediators) and determine the mediator's remuneration.

17.6 If the Dispute is not able to be resolved by the procedures referred to above, then either party may give the other a written notice stating that fact ('the Non Resolution Notice'). Either party may then, after service of the Non Resolution Notice, commence court proceedings for the resolution of the Dispute.

17.7



18. Security

18.1 As security for the performance by the Buyer of its obligations in this agreement and in any Concurrent Contract the Buyer shall prior to commencement of deliveries to the Buyer of Log Timber or Chip under clause 6 of this agreement (or such later date as the Commission may approve by written notice to the Buyer):

- (a) deposit with the Commission a sum in cash or by Bank Cheque payable in favour of the Commission; or
- (b) deliver to the Commission a Bank Guarantee; or
- (c) furnish the Commission with any other security,

as nominated and approved by the Commission in its sole and unfettered discretion to a cash value and in a form acceptable to the Commission.

18.2 The Commission may review a Security at any time or times and if, on such review, the Commission reasonably considers that a Security has ceased to be acceptable to the Commission, then the Commission may require the Buyer to furnish replacement or additional security for performance by the Buyer of its obligations under this agreement. The Buyer shall within 6 weeks after written request by the Commission furnish replacement or additional security in such sum or to such value as the Commission shall nominate, in a form and upon terms and conditions approved by the Commission, which

approval shall not be unreasonably withheld. On receipt of approved replacement security the Commission shall release and discharge the original security.

18.3 Where a security is lodged in cash or any Bank Guarantee or additional or replacement security is converted to cash the Commission will arrange for the cash to be invested to the credit of a private trust fund established by the Treasury Department of the State or with an Authorised Trustee Investment. The cash so invested and any accrued interest shall be used only in accordance with the terms of this clause 20.

18.4 If the Buyer has paid all moneys and has complied with all of its obligations under this agreement and each Concurrent Contract the Commission shall:

- (a) if the Security is in cash, refund within 14 days to the Buyer the full amount of the Security and all accrued interest to the date of refund; and
- (b) return all agreements, certificates, documents and things relating to a Security to the Buyer or security provider (as the case may require).

19. Default

19.1 If:

- (a) the Buyer does not pay on time or within 7 days of the due date any amount owing or payable under this agreement or under any Concurrent Contract;
- (b) the Buyer for any reason (other than as permitted by clauses 8, 10 or 20) refuses, or fails to accept, delivery in accordance with its obligations under this agreement of any Log Timber or Chip, or evinces its intention to do either;
- (c) the Buyer breaches any covenant or obligation on the Buyer's part to be performed or observed under this agreement or under any Concurrent Contract (other than a covenant or obligation to pay money referred to in sub-clause 19.1(a)) and such breach is not remedied within 14 days after the Commission serves notice on the Buyer specifying the breach and requiring that it be remedied;
- (d) the holder of a mortgage or charge over any asset of the Buyer enforces any rights of execution against property under that mortgage or charge;
- (e) any execution or other lawful process in an amount exceeding \$50,000 is levied upon or issued against any property of the Buyer;
- (f) except as provided in clause 20, the Buyer ceases to carry on the Business for a period exceeding 14 days without first obtaining the written consent of the Commission;
- (g) any judgement for an amount exceeding \$50,000.00 is obtained against the Buyer in any Court which judgement remains unsatisfied for 28 days

from its date and without lodgement of notice of appeal having been made within the proper time;

- (h) the Buyer fails to furnish on demand a Security or to deposit moneys required by the Commission in a Prepayment Deposit Account under subclause 3.3(a);
- (i) an Insolvency Event occurs in respect of the Buyer or a Related Entity of the Buyer; or
- (j) the Buyer or a Related Entity of the Buyer breaches a provision of the Act or Regulations or is convicted in a court of competent jurisdiction of a breach of any Law which breach in the reasonable opinion of the Commission materially and detrimentally affects the Business or the performance by the Buyer of its obligations under this agreement,

THEN this will be an Event of Default.

19.2 At any time after an Event of Default occurs the Commission may do one or more of the following:

- (a) give a notice which reduces the Log Timber Intake or suspends for any period of time and from time to time the operation of this agreement, and of any one or more Concurrent Contracts for the time being in force; and
- (b) without notice to the Buyer exercise the Commission's rights and powers under Part 9 of the Act in respect of the Log Timber or Chip and any other Commission Property in the Buyer's possession pursuant to this agreement and any Concurrent Contract (whether or not an Event of Default has occurred under such Concurrent Contract) and with or without a warrant enter any premises occupied by the Buyer (including but not limited to any Site) without liability for trespass or otherwise; and
- (c) make demand on the Buyer for any and all moneys owing or payable by the Buyer to the Commission under this agreement and any Concurrent Contract (whether or not such Concurrent Contract has been cancelled or terminated under clause 19.2(e)) but remaining unpaid at the date of such demand; and
- (d) realise, appropriate and enforce any Security and apply any amount received under any Security in and towards payment and satisfaction of any amounts owing by the Buyer under this agreement and any Concurrent Contract; and
- (e) by notice to the Buyer cancel and terminate either or both this agreement and any Concurrent Contract (whether or not default has occurred under the Concurrent Contract) with effect from the date of service of the notice or any later date specified in the notice,

and, save as provided in clause 19.4, shall be under no liability to the Buyer or any other person for anything arising as a consequence of the exercise of any power conferred by or referred to in this clause 19.2.

19.3 If the Buyer:

- (a) does not pay on time or within 7 days of the due date any amount owing or payable under this agreement or under any Concurrent Contract to the Commission (as to which time is of the essence); or
- (b) refuses or fails to accept delivery in accordance with its obligations under this agreement or any Concurrent Contract of any Log Timber or Chip or evinces its intention to do so; or
- (c) does not comply or evinces an intention not to comply with its obligations under clause 15 with the result that any of the Events of Default contained in clauses 21.1(c) to 21.1(j) inclusive occurs,

then it repudiates this agreement and each Concurrent Contract and the Commission may accept that repudiation and terminate this agreement and each Concurrent Contract. This clause does not mean that it is not possible for the Buyer to repudiate this agreement or a Concurrent Contract in other ways.

19.4 The Buyer hereby indemnifies and shall keep the Commission, the Commission and the State, its officers, employees and agents and all instrumentalities of the State and the officers, employees and agents of such instrumentalities, indemnified from and against all Claims by any person (whether or not claiming an estate or interest in any Commission Property or other timber or manufactured products seized, detained, removed, sold or disposed of pursuant to this agreement) for or in respect of any loss (including loss of profits) or damage of whatsoever nature or kind caused, or for specific performance obtained, as a consequence or suffered by reason of:

- (a) the entry onto any property and the seizure, detention, removal, sale or disposition of Commission Property by, or by any person on behalf of, the Commission, or of other Forest Products or other timber or timber products by, or by any person on behalf of, the Commission, in the exercise or purported exercise of a power under this agreement, a Concurrent Contract, the CALM Act, or the Act; or
- (b) the occurrence of an Event of Default; or
- (c) the exercise or purported exercise by the Commission of its rights or remedies under this agreement, at law, in equity, or under statute following the occurrence of an Event of Default, or other event specified in clause 19.2,

except in the case of gross negligence in the seizure, detention, removal or the sale or other disposition of the Commission Property, or Forest Produce or other timber or manufactured timber products by the Commission, its officers, employees or agents.

19.5 Any cancellation or termination of the rights and obligations created by this agreement and any Concurrent Contract shall be without prejudice to any rights acquired by any party under or pursuant to this agreement or any Concurrent Contract prior to such cancellation or termination.

19.6 The rights and remedies of the Commission under this clause 19 are in addition to and without prejudice to the exercise by the Commission of any other rights and remedies which the Commission may have under this agreement, at law, in equity, or under statute.

20. Force majeure

20.1 Failure by a party to perform an obligation under this agreement that is not:

- (a) in the case of the Buyer an obligation to pay money to the Commission or to provide Security to the Commission; or
- (b) caused by circumstances arising from a breach by a party of its obligations under this agreement,

will be excused to the extent that such failure is caused by or arises from a Force Majeure event beyond the power and control of the Affected Party and without the Affected Party's fault or privity.

20.2 The Affected Party shall as promptly as possible give notice thereof to the other party and will also within 10 days of the occurrence of the Force Majeure event notify the other party of particulars of the relevant event and supply, if possible, supporting evidence. The Affected Party must take reasonable and diligent steps to make good and resume compliance with those obligations except that :

- (a) neither party is obliged to settle strikes, lockouts and other labour difficulties on terms which it reasonably considers to be unacceptable;
- (b) the Commission shall not be obliged to act so as to prejudice public policy and this proviso applies notwithstanding any rule of law, or authority, or power, of the Commission which may be applied or exercised to remove, or to minimise the effects of, a Force Majeure event.

20.3 If a Force Majeure event referred to in clause 20.1 continues for a period of not less than 12 calendar months, the Affected Party or, where both parties are prevented from performing obligations, either of them, may terminate this agreement by notice to the other.

20.4 Subject to clause 20.3, the obligations of the parties under this agreement will resume as soon as the Force Majeure event ceases to have effect.

20.5 If the Commission's failure to supply Log Timber or Chip is excused by clause 20.1 or for any other reason, the Buyer shall have no claim against the State, the Commission, or the Commission arising from such failure, provided that the Commission will treat the Buyer at least as favourably as any other party to whom the Commission is supplying Log Timber or Chip when allocating reductions in supply, unless the reduction in supply is caused by breach of this agreement or any Concurrent Contract by the Buyer.

21. Assignment

- 21.1 The Buyer shall not assign sublet or transfer any part of the Buyer's rights or obligations under this agreement without the prior written consent of the Commission which consent shall not be withheld unreasonably.
- 21.2 If the Buyer is a corporation any change in control of the Buyer (or if the Buyer is a Subsidiary, any change in control of its holding company) is taken to be an assignment of the Buyer's interest in this agreement. In this sub-clause 21.2 :
- (a) change in control" means control of the composition of the board of directors or control of more than 50% of the shares with the right to vote in general meetings of the corporation; and
 - (b) words used in this sub-clause 21.2 are as defined in the Corporations Act and have the meanings given to them in the Corporations Act.

22. Governing law

This agreement is governed by and shall be read and construed in accordance with the laws of Western Australia and the parties agree to submit themselves to the jurisdiction of the Courts of Western Australia.

23. Severance

If any part of this agreement is or becomes void, illegal or unenforceable for any reason whatever then in an appropriate case a Court may sever that part from this agreement and all those parts not so severed shall remain in full force and effect and be unaffected by any such severance.

24. Costs

- 24.1 Each party shall bear its own costs (including solicitors' costs) of and incidental to the preparation, engrossment, execution and (where applicable) stamping of this agreement.
- 24.2 The Buyer agrees :
- (a) to pay or reimburse the Commission on demand the costs, charges and expenses of the Commission reasonably incurred in connection with the enforcement or preservation of any rights made under this agreement (including legal costs on a full indemnity basis); and
 - (b) to bear all costs, charges and expenses (including legal costs on a full indemnity basis) of and incidental to the preparation, engrossment, execution and (where applicable) stamping and registration of any Security.

25. Non-Disclosure

25.1 The Commission may publish industry statistics consolidated from information provided by the Buyer under clause 12 but, subject to clause 25.2, otherwise shall not, without the prior written consent of the Buyer, reveal to any third party (other than to the Minister) any individual mill or company statistics referred to in clause 12 or any data or technical information provided to the Commission by the Buyer under this agreement.

25.2 In this clause the expression "Contract Award Information" means:

- (a) a general description of the goods and/or services the subject of this agreement;
- (b) the Buyer's name;
- (c) the total agreement price or value; and
- (d) documents and other information where disclosure is required under the Freedom of Information Act 1992 or by any Law, or by tabling in State Parliament, or under a Court order.

25.3 The Contract Award Information referred in clause 25(a)(i),(ii) and (iii) will be publicly available and published on the Government's Tenders WA web site after this agreement is legally established.

25.4 The Buyer shall not have, make or bring any Claim against the Commission, the Commission, or the State for any loss, injury, damage, liability, cost or expense resulting from public disclosure of Contract Award Information.

25.5 Notwithstanding any provision of this agreement to the contrary, the powers and responsibilities of the Auditor General for the State under the *Auditor General Act 2006* are not limited or affected by the terms of this agreement.

26. Notices

26.1 Any notice to the Buyer or the Commission given pursuant to this agreement shall be in writing signed on behalf of a party by a person authorised to sign such a notice for such party and may be delivered personally or sent by properly addressed and prepaid mail or facsimile transmission to the party to whom the notice is given at the address or facsimile number set out in clause 26.2 or to such other address or facsimile number as that party from time to time may notify to the other party for the purpose of this clause. Proof of posting by prepaid mail or of dispatch of the facsimile shall serve as proof or receipt, in the case of a letter, on the third day after posting and, in the case of a facsimile, upon confirmation of receipt of the addressee after transmission of the communication.

26.2 Initial addresses and facsimile numbers of the parties are:

In the case of the Commission:

The Manager

Business Operations Branch
 Forest Products Commission
 117 Great Eastern Highway
 RIVERVALE WA 6103
 Facsimile: (08) 9475 8877

In the case of the Buyer:

[REDACTED]
 Harvesting Manager
 WA Chip & Pulp Co. Pty Ltd
 Level 2
 53 Victoria Street
 BUNBURY WA 6230
 Facsimile: (08) [REDACTED]

27. Whole of agreement

This agreement constitutes the entire agreement between the parties with respect to its subject matter and contains all of the representations and warranties and other terms and conditions agreed by the parties. This agreement supersedes all prior negotiations, deeds, arrangements, understandings, agreements and documents with respect to such subject matter.

28. Trust (if applicable)

28.1 In this clause 28:

- (a) **Trust** means the _____ Trust created by the Trust Deed;
- (b) **Trust Deed** means the Deed of Settlement dated _____ establishing the Trust made between _____ as Settlor and the Trustee as trustee;
- (c) **Trustee** means the Buyer in its capacity as trustee of the Trust; and
- (d) **Applicable Trust** in relation to the Trustee means the Trust and all other trusts of which the Trustee is a trustee.

28.2 If the Trustee enters into this agreement, whether or not the Commission is aware of that fact, the Trustee does so both for itself and as trustee of each Applicable Trust of it, and in this agreement each reference to the Buyer has effect as a reference to it in each capacity.

28.3 The Trustee warrants to the Commission that:

- (a) it is the only trustee of each Applicable Trust;
- (b) no action has been taken or proposed to remove it as trustee of each Applicable Trust;

- (c) the copy of the trust deed and other documents relating to each Applicable Trust delivered to the Commission discloses all the terms of that trust;
- (d) it has power under the trust deed of each Applicable Trust to enter into this agreement and it has entered into this agreement for the benefit of the beneficiaries of each Applicable Trust;
- (e) it has a right to be fully indemnified out of the assets of each Applicable Trust in respect of obligations incurred under this agreement;
- (f) the assets of each Applicable Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which it has a right to be indemnified out of those assets;
- (g) it is not in default under the trust deed of each Applicable Trust;
- (h) no action has been taken or is proposed to terminate an Applicable Trust;
- (i) it has complied with the trustee's obligations in connection with each Applicable Trust; and
- (j) its rights under this agreement rank in priority to the interests of the beneficiaries of each Applicable Trust.

28.4 The Trustee must:

- (a) at the Commission's request, exercise the Trustee's right of indemnity from the assets and beneficiaries of each Applicable Trust in respect of obligations incurred by it under this agreement;
- (b) comply with the Trustee's obligations as trustee of each Applicable Trust;
- (c) not, without the consent of the Commission, do anything which:
 - (i) effects the retirement, removal or replacement of it as trustee of an Applicable Trust;
 - (ii) could restrict a Trustee's right of indemnity from the assets of each Applicable Trust in respect of obligations incurred by it under this agreement;
 - (iii) could restrict the ability of it to comply with its obligations under this agreement;
 - (iv) effects a variation of the trust deed of an Applicable Trust, the termination of an Applicable Trust or the resettlement of an Applicable Trust.

29. Miscellaneous

29.1 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

29.2 Waiver and variation

A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied, added to or replaced, except in writing signed by the Commission and the Buyer or their respective Authorised Officers.

29.3 Approvals and consents

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this agreement expressly provides otherwise.

29.4 Remedies cumulative

The rights, powers and remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

29.5 No merger

The warranties, undertakings and indemnities in this agreement do not merge on completion of the sale and purchase of Log Timber or Chip.

29.6 Survival of indemnities

Each indemnity in this agreement is a continuing obligation, separate from and independent of the other obligations of the Buyer and survives termination of this agreement.

29.7 Enforcement of indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

Schedule 1.

A1 Log Timber Description and Intake**Description**

Eucalyptus Globulus as specified in Schedule 3.

Intake

Approximately 23,000 tonnes over the duration of the contract.

A2 Source of Log Timber

Timber Supply Area(s) being: Farr, Mitchell, Statewide, Price, Taylor, Tabain, Eckersley, Coolangatta, and Other government estate.

B Term

The term of this agreement shall commence, or shall be deemed to have commenced, on the date on which the Relevant Management Plan begins to have effect, or 1st October 2010 (whichever is the later) and shall expire on 31st December 2015. There are two, twelve (12) month extension options at the FPC General Manager's sole discretion.

C Prepayment Deposit

Not applicable.

D Site

The Buyer's premises situated at Western Australia's:

- Bunbury – Port Mill;
- Bunbury – Preston Mill; and
- Manjimup – Diamond Mill.

E Address of returns (clause 12.4)

All returns shall be sent to the Commission at:

FPC Bunbury Office, Robertson Drive, EAST BUNBURY WA 6230.

F System of log measurement

Weighing as required under Schedule 1 Part C of the Regulations.

G. Security

29.8 Further assurances

Each party agrees, at its own expense, at the request of another party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.

29.9 Commission may act through others

Any act required to be performed by the Commission under this agreement may be performed by an Authorised Officer.

29.10 GST

If this agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, or to satisfy demand under any indemnity or enforcement of a Security or Security Interest for the benefit of that other party the amount required to be paid, reimbursed or contributed by the first party will be the sum of :

- (a) the amount of such expense loss or outgoing indemnified amount or security amount in each case net of Input Tax Credits (if any) to which the other party is entitled ("net amount") and
- (b) if the other party's recovery from the first party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the other party meets the GST liability, it retains the net amount.

Schedule 2. Log Prices Delivered Price plus Waiting Time Charge

Forest Products Commission SECOND SCHEDULE - Schedule of Prices		Page	2 of	5
Buyer Name:	WA CHIP & PULP CO LTD			
Contract of Sale:	2960 - Part A			
Product:	GLOBULUS DEBARKED CHIPLOG			
Description:	AS DETAILED IN THE FIRST SCHEDULE			
Log Specification:	As detailed in the Third Schedule.			
Operative Date:	01-OCT-2010			
Basis Of Price:	Per tonne measured on weighbridge. In truck lots.			
		Val exc GST	GST	
A. PRODUCTION				
Price per tonne (QPLG)				
B. CARTAGE				
Price per tonne (QCLG)				
C. ADMINISTRATION				
Price per tonne (ALPG)				
D. INFOREST				
Price per tonne (ILPG)				
H. ROADING				
Price per tonne (RLPG)				
I. STUMPAGE				
Price per tonne (QTLG)				
K. WAITING TIME				
Price per half hour or part thereof per tru (W000)				

Forest Products Commission
SECOND SCHEDULE - Schedule of Prices

=====

Buyer Name: WA CHIP & PULP CO LTD
 Contract of Sale: 2960 - Part B

Product: GLOBULUS DEBARK C/L (DIAMOND)

Description: AS DETAILED IN THE FIRST SCHEDULE

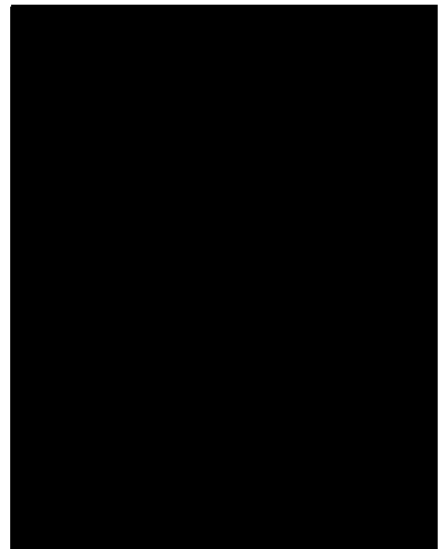
Log Specification: As detailed in the Third Schedule.

Operative Date: 01-OCT-2010

Basis Of Price: Per tonne measured on weighbridge. In truck lots.

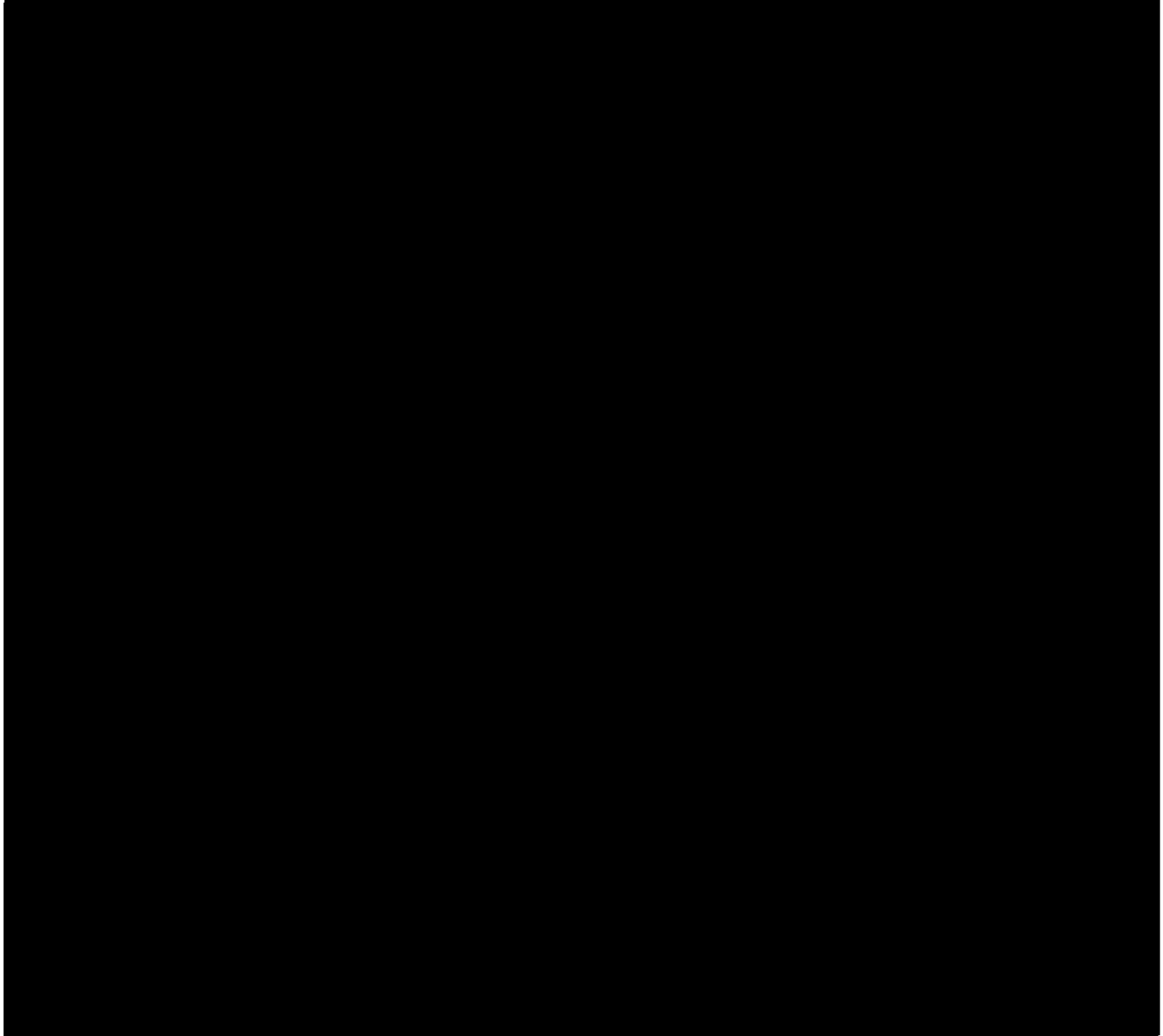
Val exc GST GST

- A. PRODUCTION
 Price per tonne (QPLG)
- B. CARTAGE
 Price per tonne (QCLG)
- C. ADMINISTRATION
 Price per tonne (ALPG)
- D. INFOREST
 Price per tonne (ILPG)
- H. ROADING
 Price per tonne (RLPG)
- I. STUMPAGE
 Price per tonne (QTGD)
- K. WAITING TIME
 Price per half hour or part
 thereof per tru (W000)



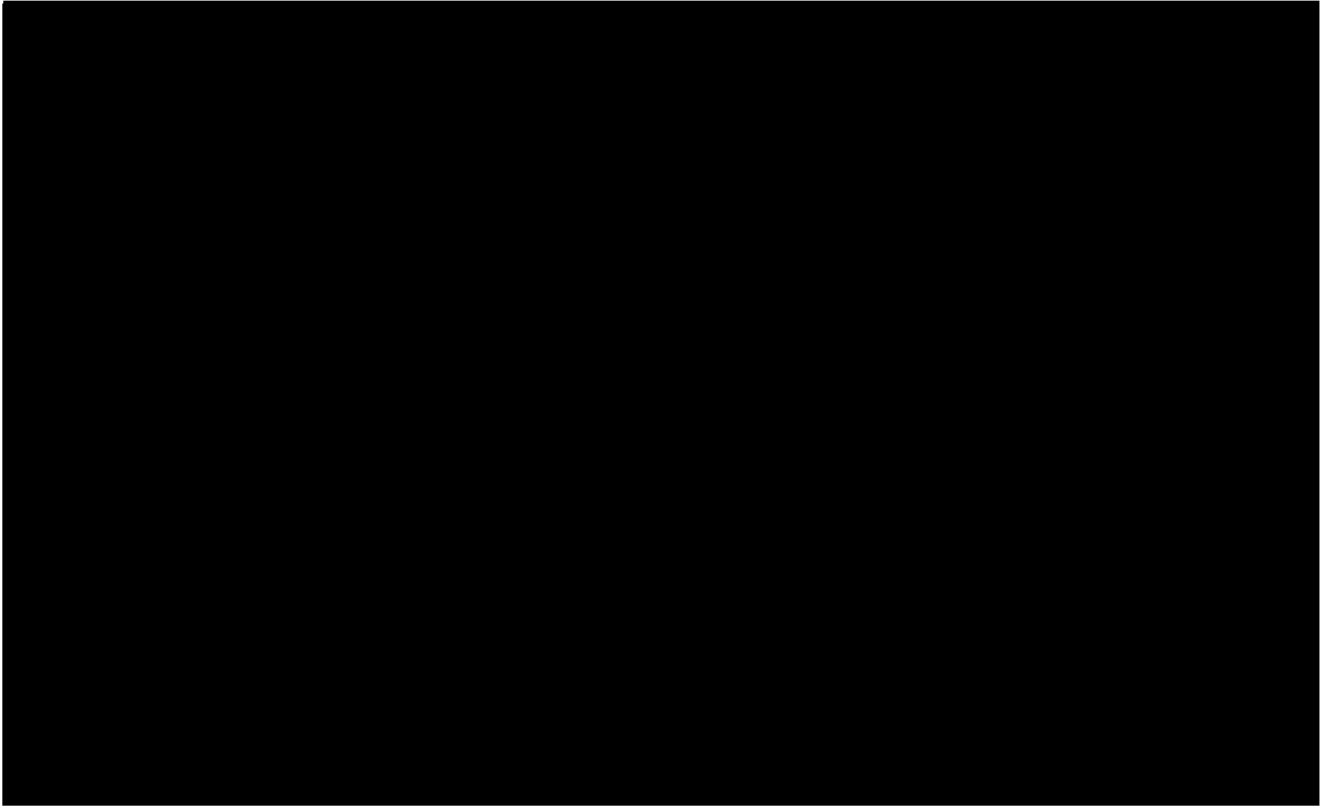
Schedule 3. Specifications

1. Chip logs

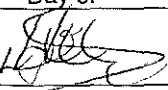
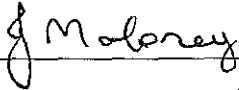




Schedule 4.

Variation of the Price



Execution pages

Execution – Forest Products Commission			
SIGNED by David John Hartley the A/General Manager of the Forest Products Commission as delegate of the Forest Products Commission under section 13 of the <i>Forest Products Act 2000</i>			
Dated	<i>Eleventh</i>	<i>November</i>	<i>2010</i>
	Day of	Month	Year
Signature			
In the presence of:			
Signature of Witness			
Name of Witness (<i>Print</i>)	JUNE MALONEY		
Witness Address	C/- Forest Products Commission 117 Great Eastern Highway Rivervale		
Witness Occupation	Public Servant		

Execution – Buyer			
Executed for and on behalf of WA Chip & Pulp Co. Pty Ltd (ACN 008 720 518) in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)			
Dated	<i>11th</i>	<i>November</i>	<i>2010</i>
	Day of	Month	Year
Signature of Director			
Name of Director (<i>Print</i>)	Masashi Watanabe		
Signature of Director/Secretary			
Name of Director/Secretary (<i>Print</i>)	Christopher John Palmer		

WA, CHIP &
PULP CO.
PTY. LTD.
A.C.N. 008 720 518
☆
COMMON SEAL

