



DUXTON
ORCHARDS

SCHEME BOOK

VOTE IN FAVOUR

The Duxton Orchards Directors and independently, the sole member of the Duxton Orchards Sub-committee, unanimously recommend that you vote in favour of the Duxton Orchards Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders.

SCHEME BOOK

In relation to the proposed acquisition by Duxton Farms Ltd (**Duxton Farms**) of all the preference shares in Duxton Orchards Pty Ltd ACN 616 154 379 (**Duxton Orchards**) by way of scheme of arrangement between Duxton Orchards and the Duxton Orchards Scheme Shareholders.

You should read it entirely before deciding whether or not to vote in favour of the Duxton Orchards Scheme. If you are in any doubt about how to deal with this document, you should contact your legal, financial, tax or other professional adviser immediately.

This is an important document and requires your immediate attention. You should read it carefully and in its entirety before deciding whether or not to vote in favour of the Duxton Orchards Scheme.

If you are in doubt as to what you should do, you should consult your legal, financial or other professional adviser. If you have recently sold all your preference shares, please ignore this Scheme Book. If you have any questions in relation to the Duxton Orchards Scheme, you can contact Investor Support by emailing invest@duxtonam.com or by calling +61 8 8130 9500. The Investor Support line will be monitored between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays) until the date of the Scheme Meeting.

IMPORTANT NOTICES

General

This Scheme Book is important and requires your immediate attention. You should read this Scheme Book in full before making any decision as to how to vote at the Scheme Meeting.

Nature of this Scheme Book

This Scheme Book includes the explanatory statement for the Duxton Orchards Scheme required by subsection 412(1) of the Corporations Act.

This Scheme Book does not constitute or contain an offer to Duxton Orchards Shareholders, or a solicitation of an offer from Duxton Orchards Shareholders, in any jurisdiction.

This Scheme Book is not a disclosure document required by Chapter 6D of the Corporations Act. Subsection 708(17) of the Corporations Act provides that Chapter 6D of the Corporations Act does not apply in relation to arrangements under Part 5.1 of the Corporations Act approved at a meeting held as a result of an order under subsection 411(1).

Instead, Duxton Orchards Shareholders asked to vote on a scheme of arrangement at such a meeting must be provided with an explanatory statement as referred to above.

ASIC and ASX

A copy of this Scheme Book has been registered by ASIC for the purposes of subsection 412(6) of the Corporations Act. ASIC has been given the opportunity to comment on this Scheme Book in accordance with subsection 411(2) of the Corporations Act.

Neither ASIC, nor any of its officers, takes any responsibility for the contents of this Scheme Book.

ASIC has been requested to provide a statement, in accordance with paragraph 411(17)(b) of the Corporations Act, that it has no objection to the Duxton Orchards Scheme. If ASIC provides that statement for the Duxton Orchards Scheme, it will be produced to the Court at the time of the Second Court Hearing to approve the Duxton Orchards Scheme.

A copy of this Scheme Book has been provided to ASX. Neither ASX, nor any of its officers, takes any responsibility for the contents of this Scheme Book.

Important notice associated with Court order under subsection 411(1) of the Corporations Act

The fact that, under subsection 411(1) of the Corporations Act, the Court has ordered that a meeting be convened and has approved the explanatory statement required to accompany the Notice of Scheme Meeting in respect of a Scheme does not mean that the Court:

- has formed any view as to the merits of the proposed Duxton Orchards Scheme or as to how any Duxton Orchards Shareholder should vote (on this matter each Duxton Orchards Shareholder must reach their own conclusion); or
- has prepared, or is responsible for the content of, the explanatory statement.

Notice of Scheme Meeting

The Notice of Scheme Meeting is set out in Annexure F.

Notice of Second Court Hearing

At the Second Court Hearing, the Court will consider whether to approve the Duxton Orchards Scheme following the vote at the Scheme Meeting. Any Duxton Orchards Shareholder may appear at the Second Court Hearing, currently expected to be held at 10.15am (Sydney time) on Tuesday, 21 October 2025 at the Federal Court of Australia, Law Courts Building, 184 Phillip Street, Queens Square, Sydney NSW 2000.

Any Duxton Orchards Shareholder who wishes to oppose approval of the Duxton Orchards Scheme at the Second Court Hearing may do so by filing with the Court and serving on Duxton Orchards a notice of appearance in the prescribed form together with any affidavit that the Duxton Orchards Shareholder proposes to rely on.

Defined Terms

Capitalised terms used in this Scheme Book are defined in section 14.1.

If a word or phrase is defined, its other grammatical forms have a corresponding meaning. The documents reproduced in the attachments to this Scheme Book may have their own defined terms, which sometimes differ from those in section 14.1.

No investment advice

This Scheme Book has been prepared without reference to the investment objectives, financial and taxation situation or particular needs of any

Duxton Orchards Shareholder or any other person.

The information and recommendations contained in this Scheme Book do not constitute, and should not be taken as, financial product advice.

The Duxton Orchards Directors encourage you to seek independent financial and taxation advice before making any investment decision and any decision as to whether or not to vote in favour of the Duxton Orchards Scheme.

This Scheme Book should be read in its entirety before making a decision on whether or not to vote in favour of the Duxton Orchards Scheme. In particular, it is important that you consider the potential risks if the Duxton Orchards Scheme does not proceed, as set out in section 11, and the views of the Independent Expert set out in the Independent Expert's Report contained in Annexure A.

If you are in doubt as to the course you should follow, you should consult an independent and appropriately licensed and authorised professional adviser immediately.

Forward-looking statements

Some of the statements appearing in this Scheme Book (including in the Independent Expert's Report) may be in the nature of forward-looking statements. Forward-looking statements or statements of intent in relation to future events in this Scheme Book (including in the Independent Expert's Report) should not be taken to be forecasts or predictions that those events will occur.

Forward-looking statements generally may be identified by the use of forward-looking words such as 'believe', 'aim', 'expect', 'anticipate', 'intending', 'foreseeing', 'likely', 'should', 'planned', 'may', 'estimate', 'potential', or other similar words.

Similarly, statements that describe the objectives, plans, goals, intentions or expectations of Duxton Orchards, the Other Merger Companies, Duxton Farms or their respective subsidiaries are or may be forward-looking statements. You should be aware that such statements are only opinions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to Duxton Orchards, the Other Merger Companies, Duxton Farms, their respective subsidiaries and/or the industries in which they operate, as well as general economic conditions, prevailing exchange rates and interest rates and conditions in financial markets.

Actual events or results may differ materially from the events or results expressed or implied in any forward-looking statement and deviations are both normal and to be expected. None of Duxton Orchards, the Other Merger Companies, Duxton Farms, their respective subsidiaries or their respective officers, directors, employees or advisers or any person named in this Scheme Book, or any person involved in the preparation of this Scheme Book makes any representation or warranty (either express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement, or any events or results expressed or implied in any forward-looking statement. Accordingly, you are cautioned not to place undue reliance on those statements.

Any forward-looking statements in this Scheme Book reflect views held only at the date of this Scheme Book. Subject to any continuing obligations under the Listing Rules or the Corporations Act, Duxton Orchards, each Other Merger Company, Duxton Farms, their respective subsidiaries and their respective officers, directors, employees and advisers, disclaim any obligation or undertaking to distribute after the date of this Scheme Book any updates or revisions to any forward looking statements to reflect (a) any change in expectations in relation to such statements; or (b) any change in events, conditions or circumstances on which any such statement is based.

Responsibility Statement

Duxton Orchards has prepared and takes responsibility for its Merger Company Information included in the Scheme Book for the purposes of the Duxton Orchards Scheme. None of the Other Merger Companies nor Duxton Farms assumes any responsibility for the accuracy or completeness of that information.

Each Other Merger Company has prepared and takes responsibility for its Merger Company Information included in the Scheme Book for the purposes of its respective Scheme. None of the Merger Companies, other than the relevant Other Merger Company, nor Duxton Farms assumes any responsibility for the accuracy or completeness of that information.

Duxton Farms has prepared and takes responsibility for the Duxton Farms Information included in the Scheme Book for the purposes of each Scheme and none of the Merger Companies assume any responsibility for the accuracy or completeness of that information.

The Independent Expert has prepared, and is responsible for, the Independent Expert's Report (as set out in Annexure A). None of Duxton

Orchards, the Other Merger Companies nor Duxton Farms assumes any responsibility for the accuracy or completeness of that information except to the extent that that entity has provided information in writing to the Independent Expert for the purposes of preparing the Independent Expert's Report.

The Investigating Accountant has prepared, and is responsible for, the Investigating Accountant's Report (as set out in Annexure B). Except as set out in the Investigating Accountant's Report, none of Duxton Orchards, the Other Merger Companies or Duxton Farms, or any of their respective subsidiaries, directors, officers, employees or advisers assume any responsibility for the accuracy or completeness of the information contained in the Investigating Accountant's Report.

No consenting party has withdrawn their consent to be named before the date of this Scheme Book.

Foreign jurisdictions

The release, publication or distribution of this Scheme Book in jurisdictions other than Australia may be restricted by law or regulation in such other jurisdictions and persons outside of Australia who come into possession of this Scheme Book should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws or regulations.

This Scheme Book has been prepared in accordance with the laws of Australia and the information contained in this Scheme Book may not be the same as that which would have been disclosed if this Scheme Book had been prepared in accordance with the laws and regulations of a jurisdiction outside of Australia.

To that end, Duxton Orchards notes that interests in Duxton Orchards may be held by Duxton Orchards Shareholders in the following jurisdictions as at the date of this Scheme Book:

- Hong Kong;
- Luxembourg;
- New Zealand;
- Singapore;
- Switzerland; and
- United Kingdom.

This Scheme Book does not constitute an offer of Duxton Farms Shares in any jurisdiction in which it would be unlawful. In particular, this Scheme Book may not be distributed to any person, and the Duxton Farms Shares may not be offered or sold, in any country outside Australia except to the extent described in section 13.7.

Duxton Orchards Shareholders who are nominees, trustees or custodians are encouraged to seek independent advice as to how they should proceed.

Financial amounts and effects of rounding

All financial amounts in this Scheme Book are expressed in Australian currency unless otherwise stated. A number of figures, amounts, percentages, estimates, calculations of value and fractions in this Scheme Book are subject to the effect of rounding.

Accordingly, any discrepancies between totals in tables or financial statements, or in calculations, graphs or charts are due to rounding. All financial and operational information set out in this Scheme Book is current as at the date of this Scheme Book, unless otherwise stated.

Charts and diagrams

Any diagrams, charts, graphs or tables appearing in this Scheme Book are illustrative only and may not be drawn to scale. Unless stated otherwise, all data contained in diagrams, charts, graphs and tables is based on information available as at Last Practicable Date.

Timetable and dates

All times and dates referred to in this Scheme Book are times and dates in Adelaide, Australia, unless otherwise indicated. All times and dates relating to the Implementation of the Duxton Orchards Scheme referred to in this Scheme Book may change and, among other things, are subject to all necessary approvals from Government Agencies.

External websites

Unless expressly stated otherwise, the content of the websites of Duxton Orchards, each Other Merger Company or Duxton Farms or any other websites references in this Scheme Book do not form part of this Scheme Book and Duxton Orchards Shareholders should not rely on any such content.

Tax implications of the Duxton Orchards Scheme

Section 12 provides a general summary of certain tax implications that may be applicable to Duxton Orchards Shareholders on Implementation.

Section 12 is a general summary prepared for informational purposes only.

You should consult your own professional tax adviser regarding the tax implications of participating in the Duxton Orchards Scheme based on your personal circumstances.

The general summary in section 12 does not take into account or anticipate changes in the law (by legislation or judicial decision) or practice (by ruling or otherwise) after the Last Practicable Date.

The general summary in section 12 does not constitute tax advice. Duxton Orchards Shareholders are encouraged to obtain their own tax advice in relation to the Duxton Orchards Scheme.

Privacy

Duxton Orchards may collect personal information of Duxton Orchards Shareholders in the process of Implementing its Duxton Orchards Scheme. The type of information that it may collect about you includes your name, contact details and information on your shareholding in Duxton Orchards and the names of persons appointed by you to act as a proxy, attorney or corporate representative at the Scheme Meeting. The collection of some of this information is required or authorised by the Corporations Act. The primary purpose of the collection of personal information is to assist Duxton Orchards independently to conduct the Scheme Meeting and Implement the Duxton Orchards Scheme. Without this information, Duxton Orchards may be hindered in its ability to issue this Scheme Book and Implement the Duxton Orchards Scheme.

Personal information of the type described above may be disclosed to third party service providers (including print and mail service providers and parties otherwise involved in the conduct of the Scheme Meeting), authorised securities brokers, professional advisers, related bodies corporate of Duxton Orchards, Government Agencies, and also where disclosure is otherwise required or allowed by law.

Duxton Orchards Shareholders who are individuals and the other individuals in respect of whom personal information is collected as outlined above have certain rights to access the personal information collected in relation to them. If you would like to obtain details of the information about you held by Duxton Orchards in connection with your Duxton Orchards Shares, please contact Duxton Orchards.

Duxton Orchards Shareholders who appoint an individual as their proxy, corporate representative or attorney to vote at the Scheme Meeting should ensure that they inform such an individual of the matters outlined above. Further information about how Duxton Capital, as the investment manager of Duxton Orchards, collects, uses and discloses personal information on behalf of Duxton Orchards is contained in the privacy policy located at <https://www.duxtonam.com/legal/legal-terms>.

Date of the Scheme Book

This Scheme Book is dated 4 September 2025.

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Letter from the Chairman of Duxton Orchards

Dear Duxton Orchards Shareholder

Transformative merger

On behalf of the Duxton Orchards Board, I am pleased to provide you with this Scheme Book, which contains important information for your consideration about the proposed strategic merger between Duxton Orchards, the Other Merger Companies (being Duxton Bees, Duxton Dried Fruits and Duxton Walnuts) and Duxton Farms.

In the case of your Duxton Orchards Shares, the Merger will be implemented by way of scheme of arrangement.

The Merger represents the next step of Duxton Orchards' evolution and an opportunity to strengthen its our market position.

The Duxton Orchards Board believes that the combination of Duxton Orchards, the Other Merger Companies and Duxton Farms makes strong commercial sense and represents a compelling opportunity for the Duxton Orchards Scheme Shareholders.

The terms of the Duxton Orchards Scheme enable the Duxton Orchards Scheme Shareholders to realise some immediate cash value for their shares as well as an opportunity, as a shareholder in the ASX listed Merged Group, to retain an ongoing interest in the business. This retained interest will also have the liquidity benefits from the Merged Group shares being listed on ASX.

If the Merger is implemented, the Merged Group will be one of the largest agricultural portfolios listed on ASX, providing investors with an opportunity for exposure to a diversified and strategically designed agriculture holding with potential for significant long-term investment returns.

The Merged Group will have several opportunities for meaningful growth and expansion within the rapidly evolving Australian agriculture sector, and the Merged Group's ASX listing furthers these strategic objectives by bolstering the business' reputation in the market while gaining exposure to a wider range of institutional and retail investors.

The Duxton Orchards Directors and independently, the sole member of the Duxton Orchards Sub-committee, unanimously recommend that you vote in favour of the Duxton Orchards Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders. In reaching this recommendation, the Duxton Orchards Directors have assessed the Duxton Orchards Scheme having regard to the reasons to vote in favour of, or against, the Duxton Orchards Scheme, as set out in this Scheme Book.

Background

On 26 June 2025, Duxton Orchards and Duxton Farms entered into the Scheme Implementation Agreement, pursuant to which it is proposed that Duxton Farms will acquire all of the preference shares in Duxton Orchards by way of the Duxton Orchards Scheme. On the same date, Duxton Farms announced that it had entered into scheme implementation agreements with each Other Merger Company to acquire all of the preference shares in the respective Other Merger Company, not already owned by Duxton Farms (if any), by way of the Other Merger Company's respective Scheme, as well as Ordinary Share SPAs with the holders of ordinary shares in each Other Merger Company under which Duxton Farms would acquire all of the ordinary shares in each Other Merger Company.

The Duxton Orchards Scheme is subject to a number of customary conditions and regulatory approvals including approval from the Foreign Investment Review Board for the acquisition of all of the Duxton

Orchards Scheme Shares by Duxton Farms, approval by the Duxton Orchards Shareholders and approval by the Duxton Farms Shareholders (see section 1.1).

Scheme Consideration

If the Duxton Orchards Scheme proceeds, each Duxton Orchards Scheme Shareholder is entitled to the Scheme Consideration which has an implied value of \$0.05 per Duxton Orchards Scheme Share (based on an issue price of \$1.25 per Duxton Farms Share). The Scheme Consideration payable to Duxton Orchards Scheme Shareholders comprises Duxton Farms Shares, with the ability for each Duxton Orchards Scheme Shareholder to elect to receive up to 20% of their Scheme Consideration in cash (in aggregate, up to approximately \$200,895 in cash). Each Duxton Farms Share to be issued as Scrip Consideration will be issued at a price of \$1.25 per Duxton Farms Share. The Independent Expert has assessed the value of a Duxton Farms Share to be in the range of \$1.00 to \$1.25 (please refer to the Independent Expert's Report for further details).

The Scheme Consideration values Duxton Orchards' equity at approximately \$1.0 million and its enterprise value at approximately \$8.1 million, noting that nil consideration is payable for ordinary shares in Duxton Orchards under the Ordinary Share SPA relating to Duxton Orchards.

Key reasons why you should vote in favour of the Duxton Orchards Scheme

The Duxton Orchards Board believes that the proposed Duxton Orchards Scheme is attractive for Duxton Orchards Scheme Shareholders. The key reasons why you should vote in favour of the Duxton Orchards Scheme include:

- (a)** Unanimous recommendation to vote in favour of the Duxton Orchards Scheme from the Duxton Orchards Director comprising the Duxton Orchards Sub-committee.¹
- (b)** Unanimous recommendation to vote in favour of the Duxton Orchards Scheme from all other Duxton Orchards Directors.²
- (c)** The Independent Expert has concluded that the Duxton Orchards Scheme is fair and reasonable and in the best interests of Duxton Orchards Shareholders, in the absence of a Superior Proposal.
- (d)** The Merger creates a significant agriculture portfolio, being the only listed agriculture portfolio of its type, with:
 - (i)** Duxton Orchards Scheme Shareholders holding approximately between 0.5% and 0.8% of the Merged Group's share capital immediately following Implementation;³ and
 - (ii)** the Scheme Shareholders of all Merger Companies holding approximately between 53.1% and 58.5% of the Merged Group's share capital immediately following Implementation.⁴

¹ When considering this recommendation, Duxton Orchards Shareholders should note the interests of the Duxton Orchards Director comprising the Duxton Orchards Sub-committee in Duxton Orchards, the Other Merger Companies, Duxton Farms or other interests in the Merger as set out in section 5.9.

² When considering this recommendation, Duxton Orchards Shareholders should note the interests of the Duxton Orchards Directors in Duxton Orchards, the Other Merger Companies, Duxton Farms or other interests in the Merger as set out in section 5.9.

³ The lower end of the range represents the scenario where all Duxton Orchards Shareholders receive Election Scheme Consideration comprising 80% Election Scrip Consideration and 20% Cash Consideration and all Scheme Shareholders of each Other Merger Company receive the Default Scrip Consideration, whereas the higher end of the range represents the scenario where all Duxton Orchards Shareholders receive the Default Scrip Consideration and all Scheme Shareholders of each Other Merger Company receive Election Scheme Consideration comprising 80% Election Scrip Consideration and 20% Cash Consideration. Both ends of the range assume that all Merger Companies are acquired by Duxton Farms, that 1,250,368 Duxton Farms Shares are issued as consideration under the Ordinary Share SPAs and that the Duxton Farms Placement completes on Implementation.

⁴ The lower end of the range represents the scenario where all Scheme Shareholders of all Merger Companies receive Election Scheme Consideration comprising 80% Election Scrip Consideration and 20% Cash Consideration, whereas the higher end of the range represents the scenario where all Scheme Shareholders of all Merger Companies receive the Default Scrip Consideration. Both ends of the range assume that all Merger Companies are acquired by Duxton Farms, that 1,250,368 Duxton Farms Shares are issued as consideration under the Ordinary Share SPAs and that the Duxton Farms Placement completes on Implementation.

- (e) The Merger combines several leading and complementary management teams and an experienced board of directors to continue to drive value creation for all shareholders.
- (f) The Merged Group will have the potential to unlock significant synergies and efficiencies which, if realised, are expected to create additional value for Duxton Orchards Scheme Shareholders.
- (g) You may elect to receive up to 20% of your Scheme Consideration as cash and in the absence of any election, you will receive the Default Scrip Consideration in a listed entity, providing value transparency and liquidity of your shareholding.⁵
- (h) No Superior Proposal has emerged at the date of the Scheme Book.
- (i) Australian resident Duxton Orchards Scheme Shareholders may be eligible for scrip-for-scrip rollover relief.

Further information on the reasons why you should vote in favour of the Duxton Orchards Scheme is set out in section 2.1.

You should also have regard to section 2.2 which sets out reasons why you may wish to vote against the Duxton Orchards Scheme. Some of these reasons include:

- (a) You may disagree with the unanimous recommendations of the Duxton Orchards Sub-committee and the Duxton Orchards Directors or with the Independent Expert's conclusion.
- (b) You may take the view that the Scheme Consideration does not reflect the underlying value of Duxton Orchards' contribution to the Merged Group.
- (c) You may believe it is in your best interests to maintain your current investment and risk profile.
- (d) You may believe that there is potential for a Superior Proposal to emerge.
- (e) The tax consequences of transferring your Duxton Orchards Shares pursuant to the Duxton Orchards Scheme may not be attractive to you.
- (f) The value of the Scrip Consideration is fixed and may not reflect the price at which Duxton Farms Shares trade on ASX after the date of the Scheme Meeting or the Implementation Date.

Independent Expert

The Duxton Orchards Board appointed the Independent Expert to assess the merits of the Duxton Orchards Scheme. The Independent Expert has concluded that the Duxton Orchards Scheme is fair and reasonable and in the best interests of Duxton Orchards Shareholders, in the absence of a Superior Proposal.

The reasons why the Independent Expert reached this conclusion are set out in the Independent Expert's Report, a copy of which is included in Annexure A. I encourage you to read this report in its entirety.

How to vote

If you wish for the Duxton Orchards Scheme to proceed, it is important that you vote in favour of the Duxton Orchards Scheme. The Duxton Orchards Scheme can only be implemented if it is approved by the Requisite Majorities of Duxton Orchards Shareholders and all other Conditions Precedent are satisfied or waived (as applicable).

⁵ Scrip Consideration issued under the Merger to Duxton Orchards Directors and larger Duxton Orchards Scheme Shareholders (i.e., registered Duxton Orchards Scheme Shareholders who are issued in aggregate 200,000 or more Duxton Farms Shares as Scrip Consideration under the Duxton Orchards Scheme and the Scheme of any Other Merger Company in which they are a Scheme Shareholder) are to be escrowed through operation of the applicable Schemes, as described further in section 13.5.

The Scheme Meeting will be held at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 at 12.00pm (Adelaide time) on Friday, 10 October 2025.

Your vote is important. I encourage you to vote by attending the Scheme Meeting and following the voting instructions set out in section 1.4.

Further information

Please read this Scheme Book carefully as it will assist you in making an informed decision on how to vote. If you are in any doubt as to what you should do, I encourage you to seek advice from independent financial, legal and taxation advisors before making your decision in relation to your Duxton Orchards Shares.

If you have any questions in relation to the Scheme or this Scheme Book, please email invest@duxtonam.com or call +61 8 8130 9500 between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays).

On behalf of the Duxton Orchards Board, I want to acknowledge and thank you for your part in the success that Duxton Orchards has achieved to date and for your continued support.

Yours sincerely,



Brett Goodin

Key Dates

Event	Time and date
Date of this Scheme Book	4 September 2025
Election Time Latest time and date for receipt of Election Forms to receive the Election Scheme Consideration	6.30pm on Thursday, 2 October 2025
Proxy and power of attorney deadline Latest time and date for receipt of Proxy Forms or powers of attorney by Duxton Orchards for the Scheme Meeting	12.00pm on Wednesday, 8 October 2025
Eligibility to vote Time and date for determining eligibility to vote at the Scheme Meeting	6.30pm on Wednesday, 8 October 2025
Scheme Meeting	12.00pm on Friday, 10 October 2025
If the Duxton Orchards Scheme of is approved by the Duxton Orchards Shareholders	
Second Court Date The first date of the Second Court Hearing	10.15am (Sydney time) on Tuesday, 21 October 2025
Effective Date Court orders lodged with ASIC	Tuesday, 21 October 2025
Scheme Record Date For determining entitlements to Scheme Consideration	4.30pm on Thursday, 23 October 2025
Implementation Date Provision of Scheme Consideration	Thursday, 30 October 2025

Event	Time and date
New Duxton Farms Shares commence trading on a normal settlement basis	Friday, 31 October 2025

All times and dates in the above timetable are references to the time and date in Adelaide, Australia and all such times and dates are subject to change. Certain times and dates are conditional on the approval of the Duxton Orchards Scheme by the Duxton Orchards Shareholders, the approval by the relevant Merger Company Shareholders of the Schemes of Other Merger Companies required to constitute a Successful Combination and the approval of the Court.

The final timetable will also depend upon the time at which the Conditions Precedent are satisfied (or waived, where permitted). Any changes will be communicated by Duxton Orchards to the Duxton Orchards Shareholders and announced by Duxton Farms to ASX.

1. Key information about the Duxton Orchards Scheme

1.1 What is the Duxton Orchards Scheme?

The Duxton Orchards Scheme is a scheme of arrangement between Duxton Orchards and the Duxton Orchards Scheme Shareholders. If the Duxton Orchards Scheme becomes Effective and Implementation occurs under the Scheme Implementation Agreement, Duxton Farms will acquire all of the Duxton Orchards Scheme Shares for the Scheme Consideration in respect of the Duxton Orchards Scheme and, if all ordinary shares in Duxton Orchards are acquired under its Ordinary Share SPA, Duxton Orchards will become a wholly-owned subsidiary of Duxton Farms.

A “scheme of arrangement” is a statutory procedure in the Corporations Act that can be used to enable one company to acquire another company. To become Effective, the Duxton Orchards Scheme requires a vote in favour of the Duxton Orchards Scheme by the Requisite Majorities of the Duxton Orchards Shareholders at the Scheme Meeting, Court approval and for all other Conditions Precedent to be satisfied or waived. The Conditions Precedent are summarised in section 13.3(b) and set out in full in clause 3.1 of the Scheme Implementation Agreement contained in Annexure C of this Scheme Book.

If the Duxton Orchards Scheme becomes Effective and you are a Duxton Orchards Scheme Shareholder on the Scheme Record Date, Duxton Farms will acquire all of your Duxton Orchards Scheme Shares and you will receive the Scheme Consideration (comprising Duxton Farms Shares, with the ability to make an Election to receive up to 20% of your Scheme Consideration in cash). The Scheme Consideration in respect of Duxton Orchards is equal to a value of \$0.05 per Duxton Orchards Scheme Share, based on an issue price of \$1.25 per Duxton Farms Share. The Independent Expert has assessed the value of a Duxton Farms Share to be in the range of \$1.00 to \$1.25 (please refer to the Independent Expert’s Report for further details).

If you do not hold Duxton Orchards Scheme Shares, you will not be entitled to receive any Scheme Consideration in respect of the Duxton Orchards Scheme.

The Scheme Resolution to approve the Duxton Orchards Scheme must be passed by the **Requisite Majorities** of the Duxton Orchards Shareholders, being:

- a majority in number (more than 50%) of Duxton Orchards Shareholders who are present and voting either in person or by proxy, attorney or, in the case of corporate shareholders, by corporate representative (**Headcount Test**);⁶ and
- at least 75% of the total number of total votes cast on the Scheme Resolution by the Duxton Orchards Shareholders who are present and voting either in person or by proxy, attorney or, in the case of corporate shareholders, by corporate representative.

The terms of the Duxton Orchards Scheme are set out in full in Annexure C (Scheme Implementation Agreement), Annexure D (Duxton Orchards Scheme) and Annexure E (Deed Poll).

1.2 Read this Scheme Book

You should read this Scheme Book carefully in its entirety and then vote by attending the Scheme Meeting (in person) or by appointing a proxy to vote on your behalf. Full details of who is eligible to vote and how to vote are set out in section 1.4.

Answers to various frequently asked questions are set out in section 3. If you have any questions in relation to the Scheme Book or the Duxton Orchards Scheme, please consult your legal, financial or other professional adviser or contact Investor Support by emailing

⁶ The Court has a statutory discretion to disregard the Headcount Test for the purpose of the Scheme Meeting. Duxton Orchards reserves the right to apply to the Court at the Second Court Hearing to approve the Duxton Orchards Scheme even if the Headcount Test is not satisfied.

invest@duxtonam.com or by calling +61 8 8130 9500. The telephone number will be monitored between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays) until the date of the Scheme Meeting.

1.3 Scheme Meeting details

The Scheme Meeting, at which the Duxton Orchards Shareholders will vote on the Scheme Resolution to approve the Duxton Orchards Scheme, is currently expected to be held at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 at 12.00pm on Friday, 10 October 2025.

1.4 How to vote

Am I entitled to vote?

If you are registered on the Merger Company Share Register of Duxton Orchards at 6.30pm on Wednesday, 8 October 2025 as a Duxton Orchards Shareholder, you will be entitled to vote on the Scheme Resolution to approve the Duxton Orchards Scheme at the Scheme Meeting. Registrable transmission applications or transfers registered after this time will be disregarded for the purposes of determining entitlements to attend and vote at the Scheme Meeting.

Voting at the Scheme Meeting will be conducted by way of poll. Every Duxton Orchards Shareholder entitled to vote who is present in person, by proxy, attorney or, in the case of holders or proxies which are bodies corporate, by corporate representative, will have one vote for each Duxton Orchards Share held by that Duxton Orchards Shareholder.

How to vote in person

To vote in person at the Scheme Meeting, Duxton Orchards Shareholders must attend the Scheme Meeting which is currently expected to be held at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 at 12.00pm on Friday, 10 October 2025.

A Duxton Orchards Shareholder who wishes to attend and vote at the Scheme Meeting must arrive at the Scheme Meeting venue at least 15 minutes prior to the start of the Scheme Meeting, so that their shareholding can be checked against the Merger Company Share Register of Duxton Orchards and any power of attorney or form of appointment of corporate representative verified, and their attendance noted. Duxton Orchards Shareholders will be admitted to the Scheme Meeting and given a voting card upon disclosure of their name and address at the point of entry.

How to cast a direct vote prior to the Scheme Meeting

To cast a direct vote prior to the Scheme Meeting, Duxton Orchards Shareholders can submit their personalised Proxy Form in the manner stated on the Proxy Form and described in further detail below.

How to vote by proxy

Your personalised Proxy Form for the Scheme Meeting accompanies this Scheme Book.

Information setting out how you may appoint and vote by proxy is contained in the Notice of Scheme Meeting.

If your personalised Proxy Form is signed by an attorney or corporate representative, please also enclose the authority under which the Proxy Form is signed (or a certified copy of the authority). Details of the requirements for these authorities are contained in the Notice of Scheme Meeting, which can be found at Annexure F.

Proxy Forms (and any authority appointing an attorney or corporate representative) must be lodged as follows:

- **By post** to Duxton Orchards Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152;
- **By hand** delivery during business hours (Monday to Friday (excluding public holidays), 9.00am to 5.00pm (Adelaide time)) to the address specified above; or
- **By email** to invest@duxtonam.com.

Completed Proxy Forms, together with any power of attorney or corporate representative appointment, or a certified copy of it, under which the Proxy Form is signed, must be received by Duxton Orchards at least 48 hours prior to commencement of the Scheme Meeting, being received no later than 12.00pm on Wednesday, 8 October 2025.

Proxy Forms received after this time will be invalid.

A proxy will be admitted to the Scheme Meeting and given a voting card upon providing written evidence of their name and address at the point of entry to the Scheme Meeting. If you appoint a proxy, you may still attend the Scheme Meeting. Please note that if you appoint a proxy and attend the Scheme Meeting, your proxy's authority to vote will not be suspended while you are present. However, you may still vote on the Scheme Resolution at the Scheme Meeting. If you do so and your proxy also votes, your vote will be counted and your proxy's vote will not.

How to vote by attorney

Duxton Orchards Shareholders who wish to vote by attorney at the Scheme Meeting must, if they have not already presented an appropriate power of attorney to Duxton Orchards, deliver an original or certified copy of the power of attorney to Duxton Orchards at the address identified above, which must be received by Duxton Orchards at least 48 hours prior to commencement of the Scheme Meeting, being received no later than 12.00pm on Wednesday, 8 October 2025.

How to vote by corporate representative

A Duxton Orchards Shareholder or proxy which is a body corporate may appoint an individual to act as its representative to vote at the Scheme Meeting in person (**Corporate Representative**). The appointment must comply with section 250D of the Corporations Act.

If a Corporate Representative of a Duxton Orchards Shareholder or proxy which is a body corporate is to attend the Scheme Meeting, the appropriate "Appointment of Corporate Representative" form must be completed and, along with an original or certified copy of any authority under which it has been signed, be produced prior to the Scheme Meeting or received by Duxton Orchards at least 48 hours before the Scheme Meeting to be effective, being received no later than 12.00pm on Wednesday, 8 October 2025.

A form may be obtained by emailing invest@duxtonam.com.

Unless otherwise specified in the appointment, a Corporate Representative acting in accordance with his or her authority, until it is revoked by the body corporate Duxton Orchards Shareholder or proxy, is entitled to exercise the same powers on behalf of that body corporate as that body corporate could exercise at a meeting or in voting on a resolution in its capacity as Duxton Orchards Shareholder or proxy.

An authorised corporate representative will be admitted to the Scheme Meeting and given a voting card upon providing, at the point of entry to the Scheme Meeting, written evidence of their appointment including any authority under which it is signed, their name and address and the identity of their appointed.

Joint holders

In the case of Duxton Orchards Shares held by joint holders, only one of the joint holders is entitled to vote. If more than one Duxton Orchards Shareholder votes in respect of jointly held shares, the vote of the holder named first in the Share Register, whether in person or by proxy, attorney or corporate representative, will be accepted to the exclusion of the votes of the other joint holders. If multiple Proxy Forms are received for a joint holding of Duxton Orchards Shares, the lattermost Proxy Form received will be accepted to the exclusion of the foregoing Proxy Forms.

1.5 Elections for Scheme Consideration

If the Duxton Orchards Scheme becomes Effective, Duxton Orchards Scheme Shareholders will receive the Scheme Consideration in one of the following two ways:

Default Scrip Consideration	Election Scheme Consideration
100% scrip consideration, equating to 0.043 Duxton Farms Shares for each Duxton Orchards Scheme Share.	A combination of Cash Consideration and Election Scrip Consideration, comprising up to 20% Cash Consideration and the balance as scrip consideration equating to 0.043 Duxton Farms Shares for each Duxton Orchards Scheme Share.

Duxton Orchards Shareholders (other than Ineligible Foreign Shareholders) will have the ability to elect to receive a percentage of their Scheme Consideration in cash, up to a maximum of 20%. If a Duxton Orchards Shareholder also holds Merger Company Shares in another Merger Company, the shareholder must make a separate Election in respect of their Merger Company Shares in the other Merger Company.

If a Duxton Orchards Scheme Shareholder makes a valid Election in respect of Duxton Orchards, they will receive their Scheme Consideration in the form of the Election Scheme Consideration in respect of their Duxton Orchards Scheme Shares.

Duxton Orchards Scheme Shareholders (other than Ineligible Foreign Shareholders) who do not make an Election in respect of Duxton Orchards or make an Election in respect of Duxton Orchards which was not valid, or who become a Duxton Orchards Shareholder after the Election Time (and they did not previously make a valid Election), will receive their Scheme Consideration in the form of the Default Scrip Consideration in respect of all of their Duxton Orchards Scheme Shares.

Duxton Farms has no obligation to procure the allotment or issue of Scrip Consideration to an Ineligible Foreign Shareholder under the Duxton Orchards Scheme. Duxton Farms will ensure that the Scrip Consideration to which an Ineligible Foreign Shareholder would otherwise have been entitled will be issued to the Sale Agent appointed by Duxton Farms and dealt with in accordance with the Duxton Orchards Scheme. See section 4.6 for further information.

1.6 Conflicts of interest and related party transactions policy

Duxton Orchards, Duxton Farms, Duxton Capital and each Other Merger Company are parties to a conflicts of interest and related party transactions policy in relation to the Merger (**Conflicts Policy**).

The Conflicts Policy, in particular, outlines processes for identifying, reporting and managing conflicts of interest which were identified as potentially arising in relation to the Merger and:

- establishes a framework for identifying actual, perceived or potential conflicts of interest during the period prior announcement and up to completion of the Merger;

- sets out protocols to be followed to promote the effective identification, reporting and management of conflicts of interest which arise during that period; and
- facilitates the consideration and execution of transactions forming part of the Merger in accordance with applicable laws and duties, particularly those transactions between persons who have conflicting interests or who are related parties.

Pursuant to the Conflicts Policy, board sub-committees were established for Duxton Orchards, Duxton Farms, each Other Merger Company and Duxton Capital, comprised of directors who were not also a director of another of those companies. Each board sub-committee was responsible, among other matters, for evaluating the Merger and negotiating the terms of each Merger, or overseeing their team and advisers in doing so, on behalf of their respective entities.

Section 1.7 outlines the recommendations of the Duxton Orchards Directors. The Duxton Orchards Sub-Committee, in accordance with the terms of the Conflicts Policy, has separately assessed the merits of the Merger and the Duxton Orchards Scheme, including the key reasons to vote in favour of the Duxton Orchards Scheme as set out in the letter at the beginning of this Scheme Book, in order to make an informed and impartial recommendation to the Duxton Orchards Shareholders.

1.7 What is your Duxton Orchards Directors' recommendation?

The Duxton Orchards Directors and independently, the sole member of the Duxton Orchards Sub-committee, unanimously consider the Duxton Orchards Scheme to be in the best interests of Duxton Orchards Shareholders and unanimously recommend that Duxton Orchards Shareholders vote in favour of the Duxton Orchards Scheme, subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders and in the absence of a Superior Proposal.

In reaching their recommendation, each Duxton Orchards Director has independently assessed the Duxton Orchards Scheme having regard to the reasons to vote for, or against, the Duxton Orchards Scheme, as set out in this Scheme Book.

Each Duxton Orchards Director independently believes the offer provides an opportunity for Duxton Orchards Scheme Shareholders to realise certain value in cash in the near term which may not be achieved if the Duxton Orchards Scheme does not proceed. Section 2 sets out reasons to vote for or against the Duxton Orchards Scheme.

Each Duxton Orchards Director independently intends to vote the Duxton Orchards Shares in which they have a Relevant Interest, and will direct any proxies placed at their discretion in favour of the Duxton Orchards Scheme, subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders and in the absence of a Superior Proposal.⁷

If a Superior Proposal emerges for Duxton Orchards or the Independent Expert changes its conclusion that the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders after the date of this Scheme Book, the Duxton Orchards Directors will carefully reconsider the Duxton Orchards Scheme and advise the Duxton Orchards Shareholders of their recommendation.

When considering the recommendations of the Duxton Orchards Directors and the Duxton Orchards Company Sub-committee to vote in favour of the Duxton Orchards Scheme, Duxton Orchards Shareholders should have regard to the personal interests of each Duxton Orchards Director. The interests of each Duxton Orchards Director, including the benefits they will receive on or in connection with the Duxton Orchards Scheme becoming Effective, are disclosed in section 5.9.

⁷ As at the date of this Scheme Book, the Duxton Orchards Directors hold or have an interest in the Merger as described in section 5.9.

Each Duxton Orchards Director considers that, despite these interests, it is appropriate for them to make a voting recommendation on the Duxton Orchards Scheme given their role in Duxton Orchards.

2. Matters relevant to your vote on the Duxton Orchards Scheme

2.1 Reasons to vote in favour of the Duxton Orchards Scheme

(a) Unanimous recommendation to vote in favour from the Duxton Orchards Directors and the Duxton Orchards Sub-committee

Each Duxton Orchards Director and independently, the sole member of the Duxton Orchards Sub-Committee, unanimously recommend the Duxton Orchards Shareholders vote in favour of the Duxton Orchards Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders.

Subject to those same qualifications, each Duxton Orchards Director intends to vote all the Duxton Orchards Shares in which they have a Relevant Interest in favour of the Duxton Orchards Scheme.

In reaching their recommendation, the Duxton Orchards Directors have assessed the Duxton Orchards Scheme, having regard to the reasons to vote in favour of, or against, the Duxton Orchards Scheme, as set out in this Scheme Book. The Duxton Orchards Directors consider that the Merged Group has the potential to realise greater benefits for the Duxton Orchards Scheme Shareholders than other alternatives currently available, including Duxton Orchards continuing to operate as a standalone, unlisted entity.

The Duxton Orchards Directors also note that since the announcement of the Merger on 26 June 2025, while a third party has approached Duxton Orchards in relation to a potential transaction and is undertaking due diligence, no Superior Proposal has been received. If there are developments relating to that potential transaction prior to the Scheme Meeting that need to be disclosed to Duxton Orchards Shareholders, then Duxton Orchards will make supplementary disclosure as appropriate and notify Duxton Orchards Shareholders in the manner described in section 13.11.

When considering the recommendations of the Duxton Orchards Directors and the Duxton Orchards Sub-committee to vote in favour of the Duxton Orchards Scheme, Duxton Orchards Shareholders should have regard to the personal interests of each Duxton Orchards Director. The interests of the Duxton Orchards Directors, including the benefits they will receive on or in connection with the Duxton Orchards Scheme becoming Effective, are disclosed in section 5.9.

Duxton Orchards Shareholders should have regard to these interests when considering how to vote on the Duxton Orchards Scheme, including when considering the recommendation of the Duxton Orchards Directors on the Duxton Orchards Scheme as it appears throughout this Scheme Book.

(b) The Independent Expert has concluded that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders

Duxton Orchards appointed Leadenhall Corporate Advisory Pty Ltd as the independent expert to assess the merits of Duxton Orchards Scheme.

The Independent Expert has analysed the businesses of Duxton Orchards, each Other Merger Company and the Merged Group and, in light of this analysis, the Independent Expert has concluded that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders, in the absence of a Superior Proposal.

The Independent Expert determined the value of each Duxton Orchards Share to be nil.

Based on:

- an assessed value range of \$1.00 to \$1.25 per Duxton Farms Share;

- a Scheme Scrip Ratio of 0.043 Duxton Farms Shares per Duxton Orchards Scheme Share; and
- Duxton Orchards Shareholders being able to elect to take up to 20% of their Scheme Consideration as Cash Consideration,

the Independent Expert has assessed the aggregate Scheme Consideration for each Duxton Orchards Scheme Share to be in the range of:

- assuming that all Duxton Orchards Shareholder Shareholders are issued the Default Scrip Consideration (comprising 100% Duxton Farms Shares), \$0.04 to \$0.05; or
- assuming that all Duxton Orchards Scheme Shareholders receive 20% of their Scheme Consideration as Cash Consideration and the balance as Duxton Farms Shares, \$0.05 to \$0.05.

The reasons why the Independent Expert reached these conclusions are set out in full in the Independent Expert's Report, a copy of which is included in Annexure A.

The Duxton Orchards Directors encourage you to read the Independent Expert's Report in its entirety.

- (c) Lead to the creation of one of Australia's most significant ASX-listed diversified agriculture portfolios, with the Scheme Shareholders of all Merger Companies holding approximately between 53.1% and 58.5% of the Merged Group's share capital immediately following Implementation.⁸**

For the purposes of Duxton Orchards, the Merger merges Duxton Orchards and each of the Other Merger Companies,⁹ resulting in complementary businesses across no less than three sectors with a pro forma gross asset value of at least A\$120 million¹⁰ to create a leading diversified agriculture portfolio listed on ASX.

The Merged Group will have a larger and more diversified asset base, with the Merged Group pro forma gross assets of at least \$125 million, excluding synergies at 31 December 2024.¹¹

Please refer to section 10.10 of this Scheme Book for a more detailed breakdown of the Merged Group's potential pro forma financial statements for each Successful Combination of Merger Companies.

It is anticipated that through the Merger, the Merged Group will be well placed to compete in the rapidly evolving agriculture sector and to pursue growth opportunities both in Australia and internationally.

Further, the combined senior management team of the Merged Group boasts many decades of relevant experience. The management team have a strong track record of enhancing shareholder value. Please refer to section 10.7(a) of this Scheme Book for further information in relation to Duxton Capital, the investment manager of Duxton Farms.

The Merger also brings together highly complementary skill sets, with Duxton Orchards and each of the Other Merger Companies providing significant experience in horticulture, viticulture

⁸ The lower end of the range represents the scenario where all Scheme Shareholders of all Merger Companies receive Election Scheme Consideration comprising 80% Election Scrip Consideration and 20% Cash Consideration whereas the higher end of the range represents the scenario where all Scheme Shareholders of all Merger Companies receive the Default Scrip Consideration. Both ends of the range assume that all Merger Companies are acquired by Duxton Farms, that 1,250,368 Duxton Farms Shares are issued as consideration under the Ordinary Share SPAs and that the Duxton Farms Placement completes on Implementation.

⁹ The Merger will proceed if the Schemes of a Successful Combination of Merger Companies become Effective. There are two Successful Combinations: (a) all Merger Companies; and (b) Duxton Bees, Duxton Dried Fruits and Duxton Walnuts. Therefore, the Merger may proceed without Duxton Orchards. See section 2.3(b) for further information on the Successful Combinations.

¹⁰ See section 10.10 for further details on the pro forma gross asset values of the Merger Companies and the Merged Group and the assumptions made in determining the pro forma gross assets of the Merger Companies and the Merged Group.

¹¹ Assumes that all Merger Companies are acquired by Duxton Farms.

and apiary services from their existing operations, and Duxton Farms offering over seven years of experience managing an ASX listed entity. Please refer to section 10 for further information about the proposed management of the Merged Group.

(d) The Merged Group will have the potential to unlock synergies and efficiencies which, if realised, are expected to create additional value for Duxton Orchards Scheme Shareholders

Duxton Farms has identified a number of synergies it expects to realise as a result of the Merger which, if achieved, would create value for Duxton Orchards Scheme Shareholders and deliver the potential for stronger returns than Duxton Orchards or Duxton Farms could achieve on a standalone basis.

Projected synergies and efficiencies to be realised following Implementation include:

- operational diversification;
- operational synergies;
- knowledge sharing and internalisation;
- platform for future growth; and
- scale and access to capital.

These are expanded further upon in section 10.

(e) You will receive Duxton Farms Shares as all or part of your Scheme Consideration, providing value transparency and liquidity of your shareholding

If the Duxton Orchards Scheme becomes Effective, as a default, you will receive Duxton Farms Shares for your Duxton Orchards Scheme Shares. Alternatively, you may elect to receive up to 20% of your Scheme Consideration in cash and the balance as Duxton Farms Shares.

As Duxton Farms Shares are traded on ASX, you will be able to access a liquid market for trading in new Duxton Farms Shares (subject to the escrow restrictions discussed in section 13.5 which apply to the Escrowed Shareholders). The Merged Group may be eligible for admission to the ASX All Ordinaries Index providing opportunities for further liquidity, increased market awareness of the Merged Group and access to a broader investor base.

Subject to the escrow restrictions discussed in section 13.5 which apply to the Escrowed Shareholders, you will be able to realise your investment by selling Duxton Farms Shares on market. Duxton Farms Shares will also trade at a publicly available price, enabling you to assess the value of your investment or any sale in a transparent manner.

If the Duxton Orchards Scheme does not become Effective, you will not receive any consideration for your Duxton Orchards Shares and you will retain your Duxton Orchards Shares, which are not listed on ASX. There is no public market for Duxton Orchards Shares. This illiquid investment restricts your ability to realise your investment. As there is no publicly available price for your Duxton Orchards Shares, it will be more difficult for you to assess the value of your investment or any potential sale price when compared to Duxton Farms Shares.

(f) You may elect to receipt up to 20% of your Scheme Consideration in cash

You may elect to receive up to 20% of your Scheme Consideration as Cash Consideration, with the balance of your Scheme Consideration to be issued as Duxton Farms Shares.

The option to receive a portion of your Scheme Consideration in cash provides immediate liquidity for a portion of your Duxton Orchards Scheme Shares should you elect to receive Cash Consideration.

(g) No Superior Proposal has emerged for the Duxton Orchards Scheme

Since the Duxton Orchards Scheme was announced on 26 June 2025 up until the date of this Scheme Book, while a third party has approached Duxton Orchards in relation to a potential transaction and is undertaking due diligence, no Superior Proposal has emerged. If there are developments relating to that potential transaction prior to the Scheme Meeting that need to be disclosed to Duxton Orchards Shareholders, then Duxton Orchards will make supplementary disclosure as appropriate and notify Duxton Orchards Shareholders in the manner described in section 13.11.

(h) Australian resident Duxton Orchards Scheme Shareholders may be eligible for scrip-for-scrip rollover relief

Duxton Orchards Scheme Shareholders who are Australian tax residents (and are not tax residents in any other country) and who make a capital gain from the disposal of their Duxton Orchards Scheme Shares may be eligible for scrip-for-scrip rollover relief. Scrip-for-scrip rollover relief allows these shareholders to defer the capital gain they make from the disposal of their Duxton Orchards Scheme Shares under the Duxton Orchards Scheme.

See section 12 for further details on the tax implications of the Duxton Orchards Scheme.

2.2 Why you may consider voting against the Duxton Orchards Scheme

(a) You may disagree with the unanimous recommendations given by the Duxton Orchards Directors and the Duxton Orchards Sub-committee or with the Independent Expert's conclusion

Notwithstanding the unanimous recommendation of the Duxton Orchards Directors and the Duxton Orchards Sub-committee to vote in favour of the Duxton Orchards Scheme, and the conclusion by the Independent Expert that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders, you may believe that the Duxton Orchards Scheme is not in your best interests.

(b) You may take the view that the Scheme Consideration does not reflect the underlying value of Duxton Orchards' contribution to the Merged Group

You may form the view that the Scheme Consideration does not give existing Duxton Orchards Shareholders an appropriate share of the Merged Group or that the combined benefits arising from a Successful Combination of the Merger Companies do not adequately reflect the value of the business conducted by Duxton Orchards.

(c) If the Duxton Orchards Scheme is Implemented, you will no longer be a Duxton Orchards Shareholder and any potential upside that may result from being a Duxton Orchards Shareholder may be diluted by the other business operations of the Merged Group

If the Duxton Orchards Scheme is Implemented, you will be exposed to the future performance of each acquired Merger Company and Duxton Farms' existing operations as a holder of Duxton Farms Shares. This will mean that your exposure to Duxton Orchards' assets or the potential to share in the value that could be generated by Duxton Orchards in the future may be diluted by the other business operations of the Merged Group.

(d) You may believe it is in your best interests to maintain your current investment and risk profile

If the Duxton Orchards Scheme is Implemented, there will be a change in the risk profile to which the Duxton Orchards Scheme Shareholders are exposed. While Duxton Orchards, each of the Other Merger Companies and Duxton Farms operate in the agriculture industry, the operational profile, capital structure and asset geography of the Merged Group will be different from that of

Duxton Orchards as a standalone entity. Relevant risks are set out in section 11 to this Scheme Book.

- (e) You may also prefer to retain your Duxton Orchards Shares to preserve your investment in an unlisted company with the specific characteristics of Duxton Orchards.**

In particular, you may consider that, despite the risk factors relevant to Duxton Orchards' potential future operations (including those set out in section 11), Duxton Orchards may be able to return greater value from its assets by remaining a standalone entity or by seeking alternative corporate transactions in the future.

- (f) You may believe that there is potential for a Superior Proposal to emerge**

You may consider that a Superior Proposal could emerge in the future, either prior to the End Date or afterwards. The Duxton Orchards Directors are, as at the date of this Scheme Book, not aware of and have not received any Superior Proposal.

The unlisted nature of Duxton Orchards should also be considered alongside the prospect of a Superior Proposal. Duxton Orchards Shareholders should note that Duxton Orchards is subject to certain exclusivity arrangements in the Scheme Implementation Agreement until the End Date.

These exclusivity arrangements may diminish the possibility of Duxton Orchards receiving a Superior Proposal. However, the exclusivity arrangements do not restrict Duxton Orchards from taking action or inaction in respect of an unsolicited Alternative Proposal to the extent that the Duxton Orchards Board determines (acting in good faith and after receiving external advice) that the Alternative Proposal is or could reasonably be expected to lead to a Superior Proposal and failing to take or not take such action would likely breach the fiduciary or statutory duties of any member of that Duxton Orchards Board.

If a Superior Proposal emerges, the Duxton Orchards Directors will consider the proposal and advise the Duxton Orchards Shareholders accordingly (subject to the exclusivity provisions of the Scheme Implementation Agreement). Refer to section 13.3 for further details.

- (g) The tax consequences of transferring your Duxton Orchards Shares pursuant to the Duxton Orchards Scheme may not be attractive to you**

The tax consequences of the Duxton Orchards Scheme will depend on your personal circumstances. You may consider that the tax consequences of transferring your Duxton Orchards Shares to Duxton Farms pursuant to the Duxton Orchards Scheme is not attractive to you.

Duxton Orchards Shareholders should read the tax implications of the Duxton Orchards Scheme outlined in section 12. However, section 12 is general in nature, and you should consult with your own independent taxation advisers regarding the tax implications of the Duxton Orchards Scheme.

2.3 Additional considerations relating to the Duxton Orchards Scheme

Duxton Orchards Shareholders should also take into account the following additional considerations in deciding how to vote on the Duxton Orchards Scheme.

- (a) The Duxton Orchards Scheme may become Effective even if you vote against the Scheme Resolution or do not vote at all**

The Duxton Orchards Scheme will become Effective if the Duxton Orchards Scheme is approved by the Requisite Majorities of Duxton Orchards Shareholders, is approved by the Court, and all other Conditions Precedent are satisfied or waived (as applicable), irrespective of whether you do not vote or you vote against the Scheme Resolution at the Scheme Meeting.

If the Duxton Orchards Scheme becomes Effective, all Duxton Orchards Scheme Shares you hold on the Scheme Record Date will be transferred to Duxton Farms, and you will receive the Scheme Consideration to which you are entitled under the Duxton Orchards Scheme.

(b) Successful Combination of Merger Companies required

Even if the Duxton Orchards Scheme is approved by the Requisite Majorities of Duxton Orchards Shareholders, the Duxton Orchards Scheme will not become Effective unless the Schemes of a Successful Combination of Merger Companies become Effective. For the purposes of Duxton Orchards, this means that the Schemes of all Merger Companies must be approved by the requisite majorities of their Merger Company Shareholders and by the Court, and all conditions precedent applicable to those Schemes must be satisfied or waived, for the relevant Schemes to proceed.¹²

(c) Implications if the Duxton Orchards Scheme does not become Effective

If the Duxton Orchards Scheme does not become Effective:

- Duxton Orchards will not be acquired by Duxton Farms in the manner contemplated by the Merger;
- Duxton Farms will not acquire the Duxton Orchards Shares and Duxton Orchards Shareholders will not receive the Scheme Consideration; and
- Duxton Orchards Shareholders will continue to hold their Duxton Orchards Shares and, in doing so, will be exposed to the risks of holding their Duxton Orchards Shares including those applicable to Duxton Orchards in sections 11.2 and 11.3 and the risks set out in section 11.5. Additionally, the advantages of the Duxton Orchards Scheme described in section 2.1 will not be realised and the potential disadvantages of the Duxton Orchards Scheme described in section 2.2 will not arise.

In the absence of a Superior Proposal, there is a risk that Duxton Orchards Shareholders may not be able to realise a price for all of their Duxton Orchards Shares (at least in the short term) comparable to the price they would receive under the Duxton Orchards Scheme.

If the Duxton Orchards Scheme is not Implemented, Duxton Orchards will continue to operate in the ordinary course of business and will continue as a standalone private unlisted entity.

Duxton Orchards has incurred costs in respect of the Duxton Orchards Scheme prior to the date of this Scheme Book, including in relation to the conduct of negotiations with Duxton Farms, retention of advisers, provision of information to Duxton Farms, engagement of the Independent Expert, and preparation of this Scheme Book.

If the Duxton Orchards Scheme does not become Effective, the Duxton Bees Scheme, the Duxton Dried Fruits Scheme and the Duxton Walnuts Scheme may still become Effective if each of those Schemes is approved by the requisite majorities of their Merger Company Shareholders and by the Court, and all conditions precedent applicable to them are satisfied or waived. In those circumstances, in addition to the implications described above:

- Duxton Farms will acquire the Scheme Shares of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts; and
- the Scheme Shareholders of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts will receive the Scheme Consideration.

¹² There are two Successful Combinations: (a) all Merger Companies; and (b) Duxton Bees, Duxton Dried Fruits and Duxton Walnuts. Therefore, the Merger may still proceed without Duxton Orchards.

(d) Conditionality of the Duxton Orchards Scheme

The Implementation of the Duxton Orchards Scheme is subject to a number of Conditions Precedent. The Conditions Precedent are summarised in section 13.3 and set out in full in clause 3.1 of the Scheme Implementation Agreement contained in Annexure C.

If the Conditions Precedent are not satisfied or waived (as applicable), the Duxton Orchards Scheme will not be Implemented and you will not receive the Scheme Consideration to which you are entitled under the Duxton Orchards Scheme.

(e) Exclusivity

The Scheme Implementation Agreement includes certain exclusivity arrangements that Duxton Orchards has made in favour of Duxton Farms. These include customary no-shop and no-talk obligations, as well as obligations of notification of any unsolicited approaches and providing a matching right to Duxton Farms in the event that a Superior Proposal is received.

Refer to section 13.3 for further details.

(f) Break Fee

Under the Scheme Implementation Agreement, the Break Fee is payable by Duxton Orchards to Duxton Farms if certain specified events occur, including if an Alternative Proposal is announced before the End Date and completed within 12 months of the End Date.

The Break Fee is not payable by Duxton Orchards if the Duxton Orchards Scheme does not proceed solely as a result of the Requisite Majorities of Duxton Orchards Shareholders failing to approve the Duxton Orchards Scheme at the Scheme Meeting.

Refer to section 13.3 for further details.

(g) Duxton Orchards Scheme Shareholders' agreements and warranties

If the Duxton Orchards Scheme is Implemented, each Duxton Orchards Scheme Shareholder is taken to have warranted to Duxton Farms warranted to Duxton Orchards and Duxton Farms on the Implementation Date, and appointed and authorised Duxton Orchards as its attorney and agent to warrant to Duxton Farms on the Implementation Date, that:

- all their Duxton Orchards Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred under the Duxton Orchards Scheme will, at the date of transfer, be fully paid and free from any Encumbrance;
- they have full power and capacity to transfer their Duxton Orchards Scheme Shares to Duxton Farms together with any rights and entitlements attaching to those shares; and
- they have no existing right to be issued any Duxton Orchards Shares or options or performance rights, convertible notes or any other securities in respect of Duxton Orchards.

Duxton Orchards undertakes that it will provide such warranties to Duxton Farms as agent and attorney of each Duxton Orchards Scheme Shareholder.

3. Frequently Asked Questions

This section 3 answers some frequently asked questions relating to the Duxton Orchards Scheme and the Merger. It is not intended to address all relevant issues for Duxton Orchards Shareholders. This section 3 should be read together with all other parts of this Scheme Book.

Question	Answer	More Information
Overview of the Merger	<p>The Merger involves the proposed acquisition by Duxton Farms of Duxton Orchards, the Other Merger Companies (being Duxton Bees, Duxton Dried Fruits and Duxton Walnuts) by way of separate schemes of arrangement under the Corporations Act and share purchase agreements.</p> <p>The Merger aims to establish a broad and scalable investment platform, adding direct exposure to walnuts, apples, apiary and dried fruits post completion of the Merger.</p>	Section 4
Why have I received this Scheme Book?	<p>This Scheme Book has been sent to you because you are a Duxton Orchards Shareholder, and you are being asked to vote on the Duxton Orchards Scheme. This Scheme Book is intended to help you to consider and decide on how to vote on the Duxton Orchards Scheme.</p> <p>If you are a Merger Company Shareholder of an Other Merger Shareholder, please refer to the scheme book issued by that Other Merger Company for information on its respective Scheme.</p>	N/A
What is the Duxton Orchards Scheme?	<p>The Duxton Orchards Scheme is a scheme of arrangement between Duxton Orchards and Duxton Orchards Scheme Shareholders.</p> <p>A “scheme of arrangement” is a statutory procedure in the Corporations Act that can be used to enable one company to acquire another company. To become Effective, the Duxton Orchards Scheme requires a vote in favour of the Duxton Orchards Scheme by the Requisite Majorities of the Duxton Orchards Shareholders at a meeting of the Duxton Orchards Shareholders, Court approval and for all other Conditions Precedent to be satisfied or waived.</p> <p>If the Duxton Orchards Scheme becomes Effective, Duxton Farms will acquire all of the Duxton Orchards Scheme Shares for the Scheme Consideration in respect of the Duxton Orchards Scheme and, if all of the ordinary shares in Duxton Orchards are acquired under its Ordinary Share SPA, Duxton Orchards will become a wholly-owned subsidiary of Duxton Farms.</p>	<p>Section 1.1 contains an overview of the Duxton Orchards Scheme</p> <p>The Duxton Orchards Scheme is contained in Annexure D</p>
What is the Scheme Implementation Agreement?	Duxton Orchards is party to a Scheme Implementation Agreement with Duxton Farms which sets out the terms and conditions under which	Section 13.3 contains a summary of the Scheme

Question	Answer	More Information
	Duxton Farms and Duxton Orchards have agreed to Implement the Duxton Orchards Scheme.	Implementation Agreement The Scheme Implementation Agreement is contained in Annexure C
What are the other disclosure documents associated with the Merger?	<p>Each Other Merger Company has prepared and issued a scheme book in respect of its respective Scheme to its respective Merger Company Shareholders. If you are a Merger Company Shareholder in an Other Merger Company, please refer to the scheme book issued by that Other Merger Company for information on its respective Scheme.</p> <p>Duxton Farms has prepared and issued a notice of meeting and explanatory memorandum in respect of the Duxton Farms Shareholder Meeting. At the Duxton Farms Shareholder Meeting, Duxton Farms Shareholders will vote on the Duxton Farms Merger Resolutions, the approval of which is a Condition Precedent to the Duxton Orchards Scheme.</p>	Sections 4.4(b) and 4.4(c)
Who is Duxton Farms?	<p>Duxton Farms is an ASX-listed Australian integrated mixed farming enterprise that directly invests in and operates a diversified portfolio of agricultural assets (ASX: DBF).</p> <p>Duxton Farms' portfolio is principally comprised of farmland and water assets which it directly manages via a dedicated operations team led by General Manager, Bryan Goldsmith.</p> <p>Duxton Farms' principal business activities consist of the acquisition, development and divestment of Australian agricultural land and water assets and primary production and direct sale of agricultural commodities.</p>	Section 9
What should I do?	You should read this Scheme Book carefully in its entirety and then vote by attending the Scheme Meeting in person or by appointing a proxy to vote on your behalf.	N/A
Recommendations and Intentions		
What do the Duxton Orchards Directors recommend?	The Duxton Orchards Directors and independently, the sole member of the Duxton Orchards Sub-committee, unanimously recommend that Duxton Orchards Shareholders vote in favour of the Duxton Orchards Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of the Duxton	Sections 1.7, 2.1(a) and 5.9

Question	Answer	More Information
	<p>Orchards Shareholders. The basis for this recommendation is set out in section 1.7.</p> <p>When considering the recommendations of the Duxton Orchards Directors and the Duxton Orchards Sub-committee to vote in favour of the Duxton Orchards Scheme, Duxton Orchards Shareholders should have regard to the personal interests of the Duxton Orchards Directors. The interests of the Duxton Orchards Directors, including the benefits they will receive on or in connection with the Duxton Orchards Scheme becoming Effective, are disclosed in section 5.9.</p> <p>The Duxton Orchards Directors consider that, despite these interests, it is appropriate for them to make a voting recommendation on the Duxton Orchards Scheme given their role in Duxton Orchards.</p>	
<p>What are the intentions of the Duxton Orchards Directors with respect to their Duxton Orchards Shares?</p>	<p>Each of the Duxton Orchards Directors intends to vote the Duxton Orchards Shares in which they have a Relevant Interest, and will direct any proxies placed at their discretion, in favour of the Duxton Orchards Scheme, subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders and in the absence of a Superior Proposal.</p> <p>The interests of the Duxton Orchards Directors, and the number and description of Duxton Orchards Shares, Merger Company Shares in the Other Merger Companies or Duxton Farms Shares held by or on behalf of them, are set out in section 5.9.</p>	<p>Sections 1.7, 2.1(a) and 5.9</p>
<p>What is the Independent Expert's opinion?</p>	<p>The Independent Expert has concluded that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders, in the absence of a Superior Proposal.</p> <p>The Independent Expert has assessed the value of:</p> <ul style="list-style-type: none"> • a Duxton Orchards Share to nil; and • the Scheme Consideration to be in the range of \$0.04 to \$0.05 per Duxton Orchards Scheme Share, assuming that all Duxton Orchards Scheme Shareholders receive the Default Scrip Consideration. <p>The Duxton Orchards Directors encourage Duxton Orchards Shareholders to read the Independent Expert's Report in its entirety.</p>	<p>Section 2.1(b) contains a summary of the Independent Expert's conclusions</p> <p>A copy of the Independent Expert's Report is contained in Annexure A</p>

Question	Answer	More Information
What if the Independent Expert changes its opinion?	If the Independent Expert changes its opinion in respect of the Duxton Orchards Scheme, the Duxton Orchards Directors will carefully reconsider the Duxton Orchards Scheme and advise the Duxton Orchards Shareholders of their recommendation.	Section 1.7
Key considerations relevant to your vote		
What are the reasons why you should vote in favour of the Duxton Orchards Scheme?	<p>Reasons why you may consider voting in favour of the Duxton Orchards Scheme include:</p> <ul style="list-style-type: none"> the Duxton Orchards Directors and independently, the sole member of the Duxton Orchards Sub-committee, unanimously recommend that you vote in favour of the Duxton Orchards Scheme, in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders; the Independent Expert has concluded that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders, in the absence of a Superior Proposal; the Merger will lead to the creation of one of Australia's significant ASX-listed diversified agricultural portfolios; the Merged Group will have the potential to unlock significant synergies and efficiencies which, if realised, are expected to create additional value for Duxton Orchards Scheme Shareholders; you will receive Duxton Farms Shares as all or part of your Scheme Consideration, providing value transparency and liquidity of your shareholding; you may elect to receive up to 20% of your Scheme Consideration in cash; no Superior Proposal has emerged; and Australian resident Duxton Orchards Scheme Shareholders may be eligible for scrip-for-scrip rollover relief. 	Section 2.1
What are the reasons why you may wish to vote against the Duxton Orchards Scheme?	<p>Reasons why you may consider voting against the Duxton Orchards Scheme include:</p> <ul style="list-style-type: none"> you may disagree with the unanimous recommendations given by the Duxton Orchards Directors and the Duxton 	Section 2.2

Question	Answer	More Information
	<p>Orchards Sub-committee or with the Independent Expert's conclusion;</p> <ul style="list-style-type: none"> • you make take the view that the Scheme Consideration does not reflect the underlying value of Duxton Orchards' contribution to the Merged Group; • if the Duxton Orchards Scheme is Implemented, you will no longer be a Duxton Orchards Shareholder and any potential upside that may result from being a Duxton Orchards Shareholder may be diluted by the other business operations of the Merged Group; • you may believe it is in your best interests to maintain your current investment and risk profile; • you may believe that there is potential for a Superior Proposal to emerge; and • the tax consequences of transferring your Duxton Orchards Shares pursuant to the Duxton Orchards Scheme may not be attractive to you. 	
<p>What are the risks relating to Duxton Orchards if the Duxton Orchards Scheme is not Implemented?</p>	<p>If the Duxton Orchards Scheme does not proceed:</p> <ul style="list-style-type: none"> • Duxton Orchards will not be acquired by Duxton Farms in the manner contemplated by the Merger; • Duxton Farms will not acquire the Duxton Orchards Shares and Duxton Orchards Shareholders will not receive the Scheme Consideration; and • Duxton Orchards Shareholders will retain their Duxton Orchards Shares and, in doing so, will continue to have the benefit of their current Duxton Orchards investment and to be exposed to the risks of holding their Duxton Orchards Shares, including those applicable to Duxton Orchards in sections 11.2 and 11.3 and the risks set out in section 11.5. <p>If the Duxton Orchards Scheme does not become Effective, the Duxton Bees Scheme, the Duxton Dried Fruits Scheme and the Duxton Walnuts Scheme may still become Effective if each of those Schemes is approved by the requisite majorities of their Merger Company Shareholders and by the Court, and all conditions precedent applicable to them are satisfied or waived. In those</p>	<p>Sections 2.3(c), 11.2, 11.3 and 11.5</p>

Question	Answer	More Information
	<p>circumstances, in addition to the implications described above:</p> <ul style="list-style-type: none"> Duxton Farms will acquire the Scheme Shares of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts; and the Scheme Shareholders of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts will receive the Scheme Consideration. 	
What are the risks associated with the Merger and Duxton Farms Shares?	Duxton Orchards Shareholders should be aware that there are a number of risks relating to Duxton Farms Shares and associated with the Merger. Further details on these risks are detailed in sections 11.2, 11.3 and 11.4.	Sections 11.2, 11.3 and 11.4.
Overview of the Scheme Consideration		
What is the Scheme Consideration?	If the Duxton Orchards Scheme becomes Effective, Duxton Orchards Scheme Shareholders will receive the Scheme Consideration (comprising Duxton Farms Shares, with the ability to make an Election to receive up to 20% of their Scheme Consideration in cash). The Scheme Consideration in respect of the Duxton Orchards Scheme is equal to the value of \$0.05 per Duxton Orchards Scheme Share, based on an issue price of \$1.25 per Duxton Farms Share. The Independent Expert has assessed the value of a Duxton Farms Share to be in the range of \$1.00 to \$1.25 (please refer to the Independent Expert's Report for further details).	Section 4.2(a)
How do I make an Election?	To make an Election, Duxton Orchards Shareholders will need to provide a valid Election Form to Duxton Orchards by the Election Time, being 6.30pm (Adelaide time) on Thursday, 2 October 2025. If you also hold Merger Company Shares in an Other Merger Company, you must make a separate Election in respect of your Merger Company Shares in the Other Merger Company. Please refer to the scheme book for that Other Merger Company for details.	Sections 1.5 and 4.2(b)
What happens if I do not make an Election or if my Election is not valid?	<p>Duxton Orchards Scheme Shareholders (other than Ineligible Foreign Shareholders) who do not make an Election in respect of Duxton Orchards or make an Election in respect of Duxton Orchards which is not valid, or who become a Duxton Orchards Shareholder after the Election Time (and they did not previously make a valid Election), will receive the Default Scrip Consideration which is 0.043 Duxton Farms Shares for each Duxton Orchards Scheme Share.</p> <p>Each Duxton Farms Share to be issued as Scrip Consideration will be issued at a price of \$1.25 per Duxton Farms Share. The Independent Expert has assessed the value of a Duxton Farms Share to be</p>	Section 4.2(a)

Question	Answer	More Information
	in the range of \$1.00 to \$1.25 (please refer to the Independent Expert's Report for further details).	
Who is entitled to receive the Scheme Consideration?	You will be entitled to receive the Scheme Consideration if you hold Duxton Orchards Scheme Shares on the Scheme Record Date, currently expected to be 4:30pm (Adelaide time) on Thursday, 23 October 2025.	Sections 1.5 and 4.5
When will I receive my Scheme Consideration?	<p>If the Duxton Orchards Scheme becomes Effective, and you hold Duxton Orchards Scheme Shares on the Scheme Record Date, you will receive the Scheme Consideration on or before the Implementation Date which is currently expected to be Thursday, 30 October 2025, unless you are an Ineligible Foreign Shareholder.</p> <p>If the Scheme Meeting is adjourned or the Effective Date is otherwise delayed, the issuing and payment (as applicable) of the Scheme Consideration will also be delayed.</p> <p>If you are an Ineligible Foreign Shareholder, you will receive the Scheme Consideration as described in section 4.6.</p>	Sections 4.2(c) and 4.6
Will I be able to hold and trade Duxton Farms Shares received as Scheme Consideration?	Duxton Farms Shares currently trade on ASX and, if the Duxton Orchards Scheme is Implemented, the Duxton Farms Shares comprising the Scheme Consideration will trade on ASX (subject to the escrow restrictions discussed in section 13.5 which apply to the Escrowed Shareholders).	Sections 4.3 and 13.5
What are the escrow restrictions?	<p>Duxton Farms Shares issued as Scheme Consideration to:</p> <ul style="list-style-type: none"> a Duxton Orchards Director (or a Duxton Orchards Scheme Shareholder in whose Duxton Orchards Scheme Shares a Duxton Orchards Director has an interest); and Duxton Orchards Scheme Shareholders who are issued, in aggregate, 200,000 or more Duxton Farms Shares as consideration under the Duxton Orchards Scheme and the Scheme of any Other Merger Company in which they hold Scheme Shares, <p>are to be escrowed for up to 18 months from their issue.</p> <p>The terms of the escrow restrictions are the same for each Merger Company.</p> <p>Escrow restrictions may be subject to certain exceptions accepted by Duxton Farms before Implementation for Small Beneficial Holder Shares,</p>	<p>Section 13.5(a) sets out an overview of the escrow arrangements</p> <p>Terms of escrow arrangements are contained in Annexure A of the Duxton Orchards Scheme contained in Annexure D of this Scheme Book.</p>

Question	Answer	More Information
	being Duxton Farms Shares issued by Duxton Farms pursuant to the Duxton Orchards Scheme or the Scheme of an Other Merger Company to a licensed trustee, nominee or custodian that are, upon issue, held on bare trust for a person who would have been issued less than 200,000 Duxton Farms Shares in their name pursuant to the Duxton Orchards Scheme or the Scheme of an Other Merger Company, if that person were issued those Duxton Farms Shares (together with any other Duxton Farms Shares issued to another professional nominee or custodian on bare trust for the person in their name).	
How do I apply for the escrow restriction exception available for qualified Small Beneficial Holder Shares?	<p>Relevant Holders holding Small Beneficial Holder Shares as licensed trustees, custodians or nominees on bare trust for investors may make a request to Duxton Farms for Duxton Farms Shares comprising the Scrip Consideration which qualify as Small Beneficial Holder Shares to be exempted from the escrow arrangements.</p> <p>If you would like to make such a request, please contact Investor Support by emailing invest@duptonam.com or by calling +61 8 8130 9500 between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays).</p> <p>Duxton Orchards Shareholders for whom Duxton Orchards Shares are held by a Relevant Holder and who wish to apply for an exception from the escrow arrangement should contact that Relevant Holder to request the Relevant Holder to make the appropriate application using the contact details above.</p>	Section 13.5(b)
Who is an Ineligible Foreign Shareholder?	Ineligible Foreign Shareholders are Duxton Orchards Scheme Shareholders whose address shown in the Duxton Orchards Merger Company Share Register as at the Scheme Record Date is in a place outside of Australia, New Zealand, Switzerland, Singapore, Hong Kong and Luxembourg, and to whom Duxton Farms (acting reasonably and after obtaining written advice from its legal advisers) determines it would be unlawful, unduly onerous or impracticable or give rise to a breach of any applicable law or regulation to issue Duxton Farms Shares when the Duxton Orchards Scheme becomes Effective.	Section 4.6
What will Ineligible Foreign Shareholders receive under the Duxton Orchards Scheme?	If you are an Ineligible Foreign Shareholder, you will not receive Duxton Farms Shares. Instead, you will receive the cash proceeds (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) of the sale of the Duxton Farms Shares to which you otherwise would have been entitled.	Section 4.6

Question	Answer	More Information
Will I have to pay brokerage as a result of the Duxton Orchards Scheme?	You will not have to pay brokerage on the transfer of your Duxton Orchards Scheme Shares to Duxton Farms under the Duxton Orchards Scheme, unless you are an Ineligible Foreign Shareholder.	Section 4.6
What are the taxation implications of the Duxton Orchards Scheme?	<p>The tax consequences of the Duxton Orchards Scheme will depend on your personal circumstances.</p> <p>Duxton Orchards Shareholders should read the tax implications of the Duxton Orchards Scheme outlined in section 12. However, section 12 is general in nature, and you should consult with your own independent taxation advisers regarding the tax implications of the Duxton Orchards Scheme.</p>	Section 12
What is the Scheme Consideration payable for the Schemes of the Other Merger Companies?	<p>If the Scheme of an Other Merger Company becomes Effective, Scheme Shareholders of that Other Merger Company will receive Scheme Consideration comprising Duxton Farms Shares, with an ability to make an Election to receive up to 20% of their Scheme Consideration in cash. The Scheme Consideration in respect of each Other Merger Company is equal to the value of:</p> <ul style="list-style-type: none"> • \$1.05 per Duxton Bees Scheme Share; • \$0.91 per Duxton Dried Fruits Scheme Share; and • \$1.84 per Duxton Walnuts Scheme Share. <p>The values above are based on an issue price of \$1.25 per Duxton Farms Share. The Independent Expert has assessed the value of a Duxton Farms Share to be in the range of \$1.00 to \$1.25 (please refer to the Independent Expert's Report for further details).</p>	N/A
Conditions to the Duxton Orchards Scheme		
Are there any conditions to the Duxton Orchards Scheme?	<p>Yes. The Conditions Precedent are summarised in section 13.3(b) and set out in full in clause 3.1 in the Scheme Implementation Agreement.</p> <p>As at the date of this Scheme Book, Duxton Orchards Directors are not aware of any reason why any Conditions Precedent will not be satisfied.</p>	<p>Section 13.3(b) contains a summary of the Conditions Precedent</p> <p>The Conditions Precedent are contained in full in clause 3.1 of the Scheme Implementation Agreement contained in Annexure C</p>
What is required for the Duxton Orchards	The Duxton Orchards Scheme will become Effective if:	Sections 4.4(d) and 4.4(e)

Question	Answer	More Information
Scheme to become Effective?	<ul style="list-style-type: none"> the Duxton Orchards Scheme is approved by the Requisite Majorities of the Duxton Orchards Shareholders at the Scheme Meeting; the Court approves the Duxton Orchards Scheme at the Second Court Hearing and the Court order is lodged with ASIC; the Court approves the Schemes of a Successful Combination of Merger Companies at the Second Court Hearing and the Court order is lodged with ASIC; and all other Conditions Precedent are satisfied or waived. 	
What is required for the Scheme of each Other Merger Company to become Effective?	<p>The Scheme of each Other Merger Company will become Effective if:</p> <ul style="list-style-type: none"> the Scheme is approved by the requisite majorities of the Merger Company Shareholders of that Other Merger Company at the scheme meeting in respect of that Scheme; the Court approves the Scheme at the Second Court Hearing and the Court order is lodged with ASIC; the Court approves the Schemes of a Successful Combination of Merger Companies at the Second Court Hearing and the Court order is lodged with ASIC; and all other conditions precedent are satisfied or waived. <p>The conditions precedent of the Scheme of each Other Merger Company are substantially the same as the Conditions Precedent to the Duxton Orchards Scheme.</p>	N/A
Can the Duxton Orchards Scheme be terminated?	<p>The Scheme Implementation Agreement may be terminated in certain circumstances.</p> <p>If the Scheme Implementation Agreement is terminated, the Duxton Orchards Scheme will not proceed. However, the Schemes of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts could still proceed (unless the scheme implementation agreement in respect of one of those Schemes is terminated).</p> <p>Depending on the circumstances of termination, the Break Fee may be payable by Duxton Orchards to Duxton Farms, as discussed in section 13.3(c).</p>	Sections 13.3(c) and 13.3(d)

Question	Answer	More Information
	The termination rights under the Scheme Implementation Agreement are summarised in section 13.3(d).	
Scheme Meeting		
When and where will the Scheme Meeting be held?	The Scheme Meeting will be held in person at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 at 12.00pm on Friday, 10 October 2025.	The Notice of Scheme Meeting for is set out in Annexure F
What will Duxton Orchards Shareholders be asked to vote on at the Scheme Meeting?	At the Scheme Meeting, the Duxton Orchards Shareholders will be asked to vote on whether to approve the Duxton Orchards Scheme.	The Notice of Scheme Meeting is set out in Annexure F
What is the Duxton Orchards Shareholder approval threshold for the Duxton Orchards Scheme?	<p>The Duxton Orchards Scheme must be approved by the Requisite Majorities of the Duxton Orchards Shareholders, being:</p> <ul style="list-style-type: none"> a majority in number (more than 50%) of the Duxton Orchards Shareholders who are present and voting either in person or by proxy, attorney or, in the case of corporate shareholders, by corporate representative;¹³ and at least 75% of the total number of total votes cast on the resolution to approve the Duxton Orchards Scheme by the Duxton Orchards Shareholders who are present and voting either in person or by proxy, attorney or, in the case of corporate shareholders, by corporate representative. 	Section 1.1
Am I entitled to vote at a Scheme Meeting?	You will be entitled to vote at the Scheme Meeting if you are registered as a Duxton Orchards Shareholder in the Merger Company Share Register of Duxton Orchards at 6:30pm (Adelaide time) on Wednesday, 8 October 2025.	Section 1.4
How can I vote if I cannot attend the Scheme Meeting?	If you would like to vote but cannot attend the Scheme Meeting in person, you can vote by appointing a proxy or attorney to attend and vote on your behalf. You may also vote by corporate representative if that option is applicable to you.	Section 1.4
How do I vote?	<p>You can vote:</p> <ul style="list-style-type: none"> in person: by attending the Scheme Meeting at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide 	Section 1.4

¹³ The Court has a statutory discretion to disregard the Headcount Test for the purpose of the Scheme Meeting. Duxton Orchards reserves the right to apply to the Court at the Second Court Hearing to approve the Duxton Orchards Scheme even if the Headcount Test is not satisfied.

Question	Answer	More Information
	<p>SA 5000 at 12.00pm on Friday, 10 October 2025;</p> <ul style="list-style-type: none"> • by proxy: by appointing a proxy to vote at the Scheme Meeting on your behalf. Proxy forms must be received by Duxton Orchards no later than 48 hours prior to the time of the Scheme Meeting; • by attorney: by appointing an attorney to vote at the Scheme Meeting on your behalf. A power of attorney must be received by Duxton Orchards no later than 48 hours prior to the time of the Scheme Meeting; or • by corporate representative: if you are a body corporate, by appointing a corporate representative to vote at the Scheme Meeting in person on your behalf. The appointment of a corporate representative must be produced at the Scheme Meeting or received by Duxton Orchards no later than 48 hours prior to the time of the Scheme Meeting. 	
When will the results of the Scheme Meeting be known?	The results of the Scheme Meeting are expected to be available to Duxton Orchards Shareholders shortly after the conclusion of the Scheme Meeting and will be announced by Duxton Farms to ASX once available.	N/A
What happens to my Duxton Orchards Shares if I do not vote, or if I vote against the Duxton Orchards Scheme, and the Duxton Orchards Scheme becomes Effective and is Implemented?	If you do not vote, or vote against the Duxton Orchards Scheme, and the Duxton Orchards Scheme becomes Effective and is Implemented, any Duxton Orchards Scheme Shares held by you on the Scheme Record Date (currently expected to be 4:30pm (Adelaide time) on Thursday, 23 October 2025) will be transferred to Duxton Farms and you will receive the Scheme Consideration (unless you are an Ineligible Foreign Shareholder), despite not having voted or having voted against the Duxton Orchards Scheme.	Section 2.3(a)
The Merged Group		
What is the Merged Group?	<p>If the Schemes in respect of a Successful Combination of Merger Companies become Effective, each acquired Merger Company will become a wholly owned subsidiary of Duxton Farms.</p> <p>The Merged Group will form a large and diversified agricultural investment platform with exposure to a range of geographies, commodities and production systems.</p> <p>The Merged Group is expected to be a larger, more investable business with greater visibility on the ASX than Duxton Farms currently has with a less</p>	Section 10

Question	Answer	More Information
	concentrated, more diverse share register than any of the Merger Companies, which may open a pathway for greater liquidity for Duxton Farms Shareholders and Duxton Orchards Scheme Shareholders and greater access to capital for the Merged Group.	
What will be the Merged Group's operations?	<p>The Merged Group's operations will, in the first instance, be similar to those of Duxton Farms and the Merger Companies, though likely regrouped under the following categories:</p> <ul style="list-style-type: none"> • cropping including dryland cropping and irrigated cropping; • viticulture including dried fruits; • livestock & apiary including sheep, cattle and bees; and • horticulture including orchards. <p>The portfolio of the Merged Group will produce or provide over twelve commodities and services and will have a footprint spanning 180,000 ha in at least five states and territories.</p>	Section 10.3
Who will the directors and senior management of the Merged Group be?	<p>It is intended that the Duxton Farms Board and senior management will remain following Implementation of the Schemes. The Duxton Farms Board currently comprises:</p> <ul style="list-style-type: none"> • Ed Peter (Executive Chairman); • Stephen Duerden (Non-Executive Director); • Mark Harvey (Non-Executive Director); • Wade Dabinett (Non-Executive Director); • Paul Burke (Non-Executive Director); • Rachel Triggs (Non-Executive Director); and • Katelyn Adams (Company Secretary). <p>The most notable change in senior management of the Merged Group is the introduction of the Chief Operating Officer role, which will be provided by Duxton Capital as part of its remit. Simon Stone will be the Chief Operating Officer who will be responsible for overseeing the successful integration of the Merger Companies post Implementation and execution of Duxton Farms' intentions in respect of the Merged Group. He will likely remain in this position for between 12 and 24 months, after which time Duxton Capital (in consultation with Duxton</p>	Section 10.5

Question	Answer	More Information
	Farms) will undertake a full talent search to find an appropriately qualified long-term Chief Operating Officer.	
Who will own the Merged Group post Implementation?	<p>Who will own the Merged Group post Implementation of the Schemes is subject to which Merger Companies are acquired and the Scrip Consideration taken up by Scheme Shareholders.</p> <p>If Implementation of the Schemes occurs, and assuming that all Merger Companies are acquired by Duxton Farms and that all Scheme Shareholders of all Merger Companies receive Scheme Consideration comprising 80% Election Scrip Consideration and 20% Cash Consideration, there will be approximately 104.6 million Duxton Farms Shares on issue, with approximately 55.6 million Duxton Farms Shares (53.1%) being issued to the Scheme Shareholders of all Merger Companies as Scrip Consideration and approximately 49.0 million Duxton Farms Shares (46.9%) held by Duxton Farms Shareholders.¹⁴</p> <p>Assuming that all Scheme Shareholders of all Merger Companies receive the Default Scrip Consideration (comprising 100% Duxton Farms Shares), there will be approximately 118.2 million Duxton Farms Shares on issue, with approximately 69.2 million Duxton Farms Shares (58.5%) being issued to Scheme Shareholders of all Merger Companies as the Default Scrip Consideration and approximately 49.0 million shares (41.5%) held by the current Duxton Farms Shareholders.¹⁵</p>	Section 10.4
What are Duxton Farms' intentions in relation to the Merged Group?	<p>If the Merger proceeds, the Merged Group's short term operating strategy is expected to remain broadly consistent with the existing operations of Duxton Farms and the Merger Companies.</p> <p>As the Merger Companies largely operate as standalone single strategy businesses, each is expected to be able to continue as they otherwise would have in the absence of the Merger, following the seasonal production and sales cycle as dictated by the production system and operating strategy already in place. The Duxton Farms Board expects that the aspects of the Merger that will require the most attention in the immediate term are:</p> <ul style="list-style-type: none"> • the restructuring of key management reporting lines in the operations team; • the introduction of the internalised corporate functions including finance, legal, human resources and sustainability; and 	Section 10.6

¹⁴ Assumes the Duxton Farms Placement completes on Implementation.

¹⁵ Assumes the Duxton Farms Placement completes on Implementation.

Question	Answer	More Information
	<ul style="list-style-type: none"> the restructuring Duxton Farms' financing facilities. 	
What is the Merged Group's dividend framework?	The Duxton Farms Board has not adopted a formal dividend policy, although has in the past indicated that its long-term objective is to pay between 40% and 60% of free cash flow as dividends. Duxton Orchards Shareholders should note that this is unlikely to occur until a greater proportion of the Merged Group's asset base reaches productive maturity and regular earnings are being generated by the Merged Group.	Section 10.6
Other Questions		
What are the costs of the Merger?	<p>Duxton Orchards will incur in aggregate fees related to the Merger of approximately \$343,500.¹⁶</p> <p>Depending on the circumstances, Duxton Orchards may also be required to pay the Break Fee to Duxton Farms if the Duxton Orchards Scheme does not proceed, as discussed in section 13.3.</p>	Sections 11.5 and 13.3(c)
Is a Superior Proposal likely to emerge?	<p>Since the announcement of the Merger on 26 June 2025, and up to date of this Scheme Book, while a third party has approached Duxton Orchards in relation to a potential transaction and is undertaking due diligence, no Superior Proposal has emerged.</p> <p>If there are developments relating to that potential transaction prior to the Scheme Meeting that need to be disclosed to Duxton Orchards Shareholders, then Duxton Orchards will make supplementary disclosure as appropriate and notify Duxton Orchards Shareholders in the manner described in section 13.11.</p>	Section 2.1(g)
What happens if an Alternative Proposal is received?	<p>Duxton Orchards received a third party approach in relation to a potential alternate transaction as referred to above.</p> <p>Duxton Orchards has notified Duxton Farms of the Alternative Proposal in accordance with the Scheme Implementation Agreement.</p> <p>Duxton Orchards Shareholders should note that Duxton Orchards has agreed to certain exclusivity and Break Fee provisions in favour of Duxton Farms under the Scheme Implementation Agreement.</p>	Sections 13.3(a), 13.3(c) and 13.3(d)
What if I have further questions about the Duxton Orchards Scheme?	If you have any questions in relation to the Duxton Orchards Scheme, you can contact Investor Support by emailing invest@duxtonam.com or by calling 61 8 8130 9500. The Investor Support line will be monitored between Monday and Friday from 8.30am	N/A

¹⁶ These fees will be incurred by Duxton Orchards irrespective of whether the Merger proceeds.

Question	Answer	More Information
	to 5.30pm (Adelaide time) (excluding public holidays) until the date of the Scheme Meeting.	

4. Overview of the Merger

4.1 Background to the Merger

Duxton Farms proposes that it will acquire Duxton Orchards and each of the Other Merger Companies by means of separate schemes of arrangement under Part 5.1 of the Corporations Act between each Merger Company and its Scheme Shareholders and share purchase agreements between Duxton Farms and Duxton Capital Investments, the sole ordinary shareholder in each of the Merger Companies.

If the Merger proceeds, Duxton Orchards Scheme Shareholders will receive the Scheme Consideration (comprising Duxton Farms Shares, with the ability to make an Election to receive up to 20% of the Scheme Consideration as Cash Consideration). Each Duxton Farms Share to be issued as Scrip Consideration will be issued at a price of \$1.25 per Duxton Farms Share. The Independent Expert has assessed the value of a Duxton Farms Share to be in the range of \$1.00 to \$1.25 (please refer to the Independent Expert's Report for further details).

The Duxton Orchards Scheme is subject to satisfaction or waiver of the Conditions Precedent outlined in the Scheme Implementation Agreement, including receipt of requisite approvals by Duxton Farms Shareholders in respect of the Duxton Farms Merger Resolutions.

Duxton Orchards has agreed to propose the Duxton Orchards Scheme and issue the Scheme Book to the Duxton Orchards Shareholders, and Duxton Farms has agreed to convene the Duxton Farms Shareholder Meeting.

Duxton Orchards and Duxton Farms have agreed to implement the Duxton Orchards Scheme on the terms and conditions of the Scheme Implementation Agreement.

Duxton Orchards, each Other Merger Company, Duxton Farms and Duxton Capital have developed and adopted the Conflicts Policy for the purposes of the Merger, pursuant to which, among other things, the parties established a board sub-committee comprised of directors who were not also a director of another of those companies. Further details in relation to these arrangements are set out in section 1.6.

4.2 Scheme Consideration

(a) What is the Scheme Consideration?

If the Duxton Orchards Scheme is Implemented, the Duxton Orchards Scheme Shareholders will receive the Scheme Consideration from Duxton Farms, which is equal to:

Scheme Share Price	Scheme Scrip Ratio
\$0.05 per Duxton Orchards Scheme Share	0.043 Duxton Farms Shares for each Duxton Orchards Scheme Share

Duxton Orchards Scheme Shareholders will receive the Scheme Consideration in respect of each Scheme Share in one of the following two ways:

- the Default Scrip Consideration; or
- if the Duxton Orchards Scheme Shareholder makes a valid Election in respect of Duxton Orchards, the Election Scheme Consideration.

Default Scrip Consideration

The **Default Scrip Consideration** for each Duxton Orchards Scheme Share held by a Duxton Orchards Scheme Shareholder is the Scheme Scrip Ratio for the Duxton Orchards Scheme Share.

Election Scheme Consideration

The **Election Scheme Consideration** for each Duxton Orchards Scheme Share held by a Duxton Orchards Scheme Shareholder calculated in accordance with the following formula:

- (i) **Cash Consideration** as calculated in accordance with the following formula:

$$A=B \times C$$

where:

A = cash amount

B = the Duxton Orchards Scheme Shareholder's Election Percentage

C = Scheme Share Price

plus:

- (ii) **Election Scrip Consideration** as calculated in accordance with the following formula:

$$N = \frac{(100\% - B) \times C}{D}$$

where:

N = number of new Duxton Farms Shares to be issued to a Duxton Orchards Scheme Shareholder as Scrip Consideration

B = the Duxton Orchards Scheme Shareholder's Election Percentage

C = Scheme Share Price

D = \$1.25, representing an agreed issue price of each Duxton Farms Share.

(b) How do I make an Election?

To receive the Election Scheme Consideration, a Duxton Orchards Shareholder must make a valid Election by the Election Time, being 6.30pm (Adelaide time) on Thursday, 2 October 2025.

For an Election of a Duxton Orchards Shareholder to be valid:

- the Duxton Orchards Shareholder must not be an Ineligible Foreign Shareholder;
- the Duxton Orchards Shareholder's Election Percentage must not exceed 20%;
- the Duxton Orchards Shareholder must complete and sign the Election Form in accordance with the instructions in the Scheme Book and on the Election Form; and
- the Election Form must be received by Duxton Orchards at the address specified on the Election Form by the Election Time, being 6.30pm (Adelaide time) on Thursday, 2 October 2025.

Duxton Orchards Scheme Shareholders (other than Ineligible Foreign Shareholders) who do not make an Election in respect of Duxton Orchards or make an Election in respect of Duxton Orchards which is not valid, or who become a Duxton Orchards Shareholder after the Election Time (and they did not previously make a valid Election), will receive their Scheme Consideration

in the form of the Default Scrip Consideration in respect of all of their Duxton Orchards Scheme Shares.

(c) Provision of the Scheme Consideration

If the Duxton Orchards Scheme becomes Effective and you are a Duxton Orchards Scheme Shareholder:

- you will be issued the Scrip Consideration (being either the Default Scrip Consideration or the Election Scrip Consideration); and
- if you made a valid Election in respect of Duxton Orchards to receive Cash Consideration (**Electing Shareholder**), you will be paid the Cash Consideration,

in respect of each Duxton Orchards Scheme Share held by you as at the Scheme Record Date on the Implementation Date (which is currently expected to be Thursday, 30 October 2025).

Payments of the Cash Consideration will be made in Australian currency to each Electing Shareholder by:

- direct credit transfer by electronic means into the validly nominated bank account by the Electing Shareholder to Duxton Orchards; or
- other than in respect of an Electing Shareholder whose address in Duxton Orchards' Merger Company Share Register is in New Zealand, by cheque, sent by pre-paid post to that Electing Shareholder's registered address as shown on the Merger Company Share Register at the Scheme Record Date.

If an Electing Shareholder does not have a registered address, or Duxton Orchards considers that the Electing Shareholder is not known at its registered address and no bank account has been nominated, payments owed to the relevant Electing Shareholder will be held by Duxton Orchards claimed or applied under the relevant laws dealing with unclaimed money.

No Duxton Farms Shares will be issued on the basis of the Duxton Orchards Scheme after the End Date.

4.3 Quotation of Duxton Farms Shares issued as Scrip Consideration on ASX

Duxton Farms will apply to ASX after the date of this Scheme Book and before the Second Court Date for official quotation of the Duxton Farms Shares to be issued as Scrip Consideration on Implementation.

Duxton Farms will use reasonable endeavours to ensure that Duxton Farms Shares issued as Scrip Consideration will be listed for quotation on the official list of the ASX with effect from the Business Day following the Implementation Date (or such later date as ASX may require) on an ordinary (T+2) settlement basis.

4.4 Steps for implementing the Duxton Orchards Scheme

(a) Scheme Meeting

The Court has ordered Duxton Orchards to convene the Scheme Meeting at which the Duxton Orchards Shareholders will be asked to approve the Duxton Orchards Scheme.

The terms of the Scheme Resolution to be considered at the Scheme Meeting are contained in the Notice of Scheme Meeting at Annexure F.

The Duxton Orchards Scheme must be approved by the Requisite Majorities of the Duxton Orchards Shareholders.

(b) Scheme meetings of each Other Merger Company

The Duxton Orchards Scheme will not become Effective unless the Schemes of a Successful Combination of Merger Companies become Effective.

The Court has ordered each Other Merger Company to convene a scheme meeting at which their respective Merger Company Shareholders (other than the Excluded Shareholder) will be asked to approve the Scheme of that Merger Company.

Each Other Merger Company has prepared and issued a scheme book in respect of its respective Scheme to its respective Merger Company Shareholders. If you are a Merger Company Shareholder in an Other Merger Company, please refer to the scheme book issued by that Other Merger Company for information on its respective Scheme.

(c) Duxton Farms Shareholder Meeting

In addition to the Duxton Orchards Scheme being conditional on approval by the Requisite Majorities of the Duxton Orchards Shareholders and the satisfaction or waiver of other Conditions Precedent, it is a Condition Precedent to the Duxton Orchards Scheme that Duxton Farms Shareholders approve the Duxton Farms Merger Resolutions.

The Duxton Farms Merger Resolution comprise resolutions seeking approval of Duxton Farms Shareholders in respect of:

- for the purposes of Listing Rule 10.1, the acquisition of a substantial asset, being shares in each Merger Company held by entities associated with Ed Peter, from those entities associated with Ed Peter (a substantial holder of Duxton Farms);
- for the purposes of Listing Rule 10.1, the acquisition of a substantial asset, being shares in each Merger Company held by Richard Magides, from Richard Magides (a substantial holder of Duxton Farms); and
- such other resolutions as Duxton Farms may be required to obtain in relation to the Merger.

If the requisite approval from Duxton Farms Shareholders of the Duxton Farms Merger Resolutions identified above is not obtained, the Schemes will not proceed.

Duxton Farms is also seeking approval of Duxton Farms Shareholders in respect of the below, however this resolution is not a Duxton Farms Merger Resolution as it is not a Condition Precedent to the Duxton Orchards Scheme nor is it a condition precedent to the Schemes of each Other Merger Company:

- for the purposes of Listing Rule 10.11, the issue of Duxton Farms Shares to Duxton Capital Investments (a related party of Ed Peter, a director of Duxton Farms) in consideration for the acquisition by Duxton Farms of ordinary shares held by Duxton Capital Investments in Duxton Bees and Duxton Walnuts.

Assuming the Schemes in respect of a Successful Combination of Merger Companies become Effective, if approval of the requisite majority of Duxton Farms Shareholders is not obtained in respect of the above resolution, Duxton Capital Investments will receive cash in the amount of \$256,353 for the ordinary shares it holds in Duxton Bees (being \$0.31 per Duxton Bees ordinary share) and \$1,304,584 for the ordinary shares it holds in Duxton Walnuts (being \$0.93 per Duxton Walnuts ordinary share).

To pass the resolutions listed in this section 4.4(c), approval is required from the majority of votes cast by Duxton Farms Shareholders, present in person or by proxy at the Duxton Farms Shareholder Meeting and entitled to vote.

Certain voting exclusions will apply in respect of the resolutions listed in this section 4.4(c) as required by Listing Rule 14.11.

(d) Court order approving the Duxton Orchards Scheme

If the Duxton Orchards Scheme is approved by the Requisite Majorities of the Duxton Orchards Shareholders at the Scheme Meeting, and all other Conditions Precedent (except Court approval of the Duxton Orchards Scheme and the Schemes of a Successful Combination of Merger Companies) have been satisfied or waived, Duxton Orchards will apply to the Court for orders approving the Duxton Orchards Scheme.

Each Duxton Orchards Shareholder has the right to appear at the Second Court Hearing in respect of the Duxton Orchards Scheme, which is currently expected to be held at 10.15am (Sydney time) on Tuesday, 21 October 2025.

(e) Court order approving the Schemes of certain Other Merger Companies

In addition to Court approval at the Second Court Hearing, it is a Condition Precedent that the Court approves the Schemes of a Successful Combination of Merger Companies.

(f) Effective Date

If the Court approves the Duxton Orchards Scheme and the Schemes of a Successful Combination of Merger Companies at the Second Court Hearing, the Duxton Orchards Scheme will become Effective on the Effective Date (currently expected to be Tuesday, 21 October 2025), being the date on which an office copy of the Court order from the Second Court Hearing approving the Duxton Orchards Scheme is lodged with ASIC.

Notice of the Duxton Orchards Scheme becoming Effective will be given by Duxton Orchards to the Duxton Orchards Shareholders and announced by Duxton Farms to ASX.

(g) Scheme Record Date

If the Duxton Orchards Scheme becomes Effective, Duxton Orchards Scheme Shareholders who are recorded on Duxton Orchards' Merger Company Share Register on the Scheme Record Date (currently expected to be at 4:30pm (Adelaide time) on Thursday, 23 October 2025) or such other time and date as the parties agree in writing) will be entitled to receive the Scheme Consideration in respect of the Duxton Orchards Scheme Shares they hold at that time.

(h) Implementation Date

If the Duxton Orchards Scheme becomes Effective, Duxton Orchards Scheme Shareholders will receive the Scheme Consideration on or before the Implementation Date (currently expected to be on Thursday, 30 October 2025).

4.5 Determination of persons entitled to Scheme Consideration

For the purposes of Duxton Orchards determining which Duxton Orchards Scheme Shareholders are entitled to receive the Scheme Consideration:

- Duxton Orchards will maintain its Merger Company Share Register in accordance with the terms of the Duxton Orchards Scheme until the Scheme Consideration has been paid to the Duxton Orchards Scheme Shareholders, and the Merger Company Share Register in this form will solely determine entitlements to the Scheme Consideration;
- dealings in Duxton Orchards Shares or other alterations to Duxton Orchards' Merger Company Share Register will only be recognised if registrable transfers or transmission applications in respect of those dealings, or valid requests in respect of

other alterations, are received before the Scheme Record Date at the place where Duxton Orchards' Merger Company Share Register is kept; and

- Duxton Orchards will not accept for registration, nor recognise for any purpose (except a transfer to Duxton Farms pursuant to the Duxton Orchards Scheme and any subsequent transfer by Duxton Farms or its successors in title), any transfer or transmission application or other request received after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form, as appropriate.

4.6 Ineligible Foreign Shareholders

If the Duxton Orchards Scheme becomes Effective, Duxton Farms will be under no obligation to issue any new Duxton Farms Shares to any Ineligible Foreign Shareholder holding Duxton Orchards Scheme Shares, and instead:

- Duxton Farms will, on or before the Implementation Date, issue the Duxton Farms Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under the Duxton Orchards Scheme to the Sale Agent;
- Duxton Farms will procure that as soon as reasonably practicable on or after the Implementation Date, the Sale Agent, in consultation with Duxton Farms, sells or procures the sale of all the Duxton Farms Shares issued to the Sale Agent and remits to Duxton Orchards the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**); and
- promptly after receiving the Proceeds, Duxton Orchards will pay, or procure the payment of, to each Ineligible Foreign Shareholder, the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent (**Ineligible Cash Consideration**):

$$A = (B/C) \times D$$

where

B = the number of Duxton Farms Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which were issued to the Sale Agent;

C = the total number of Duxton Farms Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which were issued to the Sale Agent; and

D = the Proceeds.

The Ineligible Cash Consideration payable to an Ineligible Foreign Shareholder may be more or less than the value of the Duxton Farms Shares that the Ineligible Foreign Shareholder would have received. None of the Sale Agent, Duxton Orchards nor Duxton Farms gives any assurance as to the price that will be achieved for the sale of the Duxton Farms Shares by the Sale Agent.

4.7 Fractional Entitlements

Where the calculation of the Cash Consideration payable, or number of Duxton Farms Shares to be issued, to a particular Duxton Orchards Scheme Shareholder would result in the Duxton Orchards Scheme Shareholder becoming entitled to a fraction of a cent or a fraction of a Duxton Farms Share, then the entitlement of that Duxton Orchards Scheme Shareholder must be:

- where the entitlement is to half a cent or half a Duxton Farms Share or more, rounded up to the nearest cent or whole number of Duxton Farms Shares, as applicable; and

- where the entitlement is to less than half a cent or half a Duxton Farms Share, rounded down to the nearest whole cent or whole number of Duxton Farms Shares, as applicable.

If Duxton Farms or Duxton Orchards is of the opinion, formed reasonably, that several Duxton Orchards Scheme Shareholders, each of which holds a holding of Duxton Orchards Scheme Shares which results in a fractional entitlement to Cash Consideration or Duxton Farms Shares have, before the Scheme Record Date, been party to a shareholding splitting or division or an acquisition of Duxton Orchards Scheme Shares in an attempt to obtain, or which provides, an advantage by reference to the rounding provided for in the calculation of each Duxton Orchards Scheme Shareholder's entitlement to the Scheme Consideration, Duxton Farms may direct Duxton Orchards to, and Duxton Orchards may, give notice to those Duxton Orchards Scheme Shareholders:

- setting out the names and the addresses as shown in Duxton Orchards' Merger Company Share Register of all of those Duxton Orchards Scheme Shareholders;
- stating that opinion; and
- attributing to one of them specifically identified in the notice the Duxton Orchards Scheme Shares held by all of them,

and, after the notice has been so given, the Duxton Orchards Scheme Shareholder specifically identified in the notice will, for the purposes of the Duxton Orchards Scheme, be taken to hold all those Duxton Orchards Scheme Shares and each of the other Duxton Orchards Scheme Shareholders whose names are not set out in the notice will, for the purposes of the Duxton Orchards Scheme, be taken to hold no Duxton Orchards Scheme Shares.

4.8 Deed Poll

Duxton Farms has entered into a Deed Poll in favour of each Duxton Orchards Scheme Shareholder, pursuant to which Duxton Farms has undertaken to, subject to the Duxton Orchards Scheme becoming Effective:

- provide or procure the provision of the Scheme Consideration to each Duxton Orchards Scheme Shareholder; and
- undertake or procure the undertaking of all other actions, and give each acknowledge, representation and warranty (if any) attributed to it under the Duxton Orchards Scheme,

in accordance with the terms of the Duxton Orchards Scheme.

4.9 Authority given by Duxton Orchards Scheme Shareholders

Under the terms of the Duxton Orchards Scheme, each Duxton Orchards Scheme Shareholder is taken to have:

- on the Effective Date, appointed Duxton Orchards, and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Duxton Farms; and
- on the Implementation Date, appointed Duxton Orchards, and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to the Duxton Orchards Scheme and the transactions contemplated by the Duxton Orchards Scheme.

4.10 Acquisition of ordinary shares in Duxton Orchards and each Other Merger Company

Duxton Farms will acquire all the ordinary shares in Duxton Orchards under the relevant Ordinary Share SPA from Duxton Capital Investments, a company controlled by Ed Peter, contemporaneously and conditional on Implementation of the Duxton Orchards Scheme. The ordinary shares in Duxton Orchards will be acquired for nil consideration..

Duxton Farms will also acquire all the ordinary shares in each Other Merger Company from Duxton Capital Investments under the relevant Ordinary Share SPAs. Ordinary shares in Duxton Dried Fruits will be acquired for nil consideration while those in Duxton Bees and Duxton Walnuts will be acquired for 201,897 Duxton Farms Shares and 1,048,471 Duxton Farms Shares respectively.

The issue of Duxton Farms Shares under each of the Ordinary Share SPAs to Duxton Capital Investments is subject to Duxton Farms Shareholder approval under Listing Rule 10.11, which will be sought at the Duxton Farms Shareholder Meeting. If Duxton Farms Shareholder approval cannot be obtained, Duxton Capital Investments will receive cash consideration in the amount of \$0.31 per ordinary share in Duxton Bees and \$0.93 per ordinary share in Duxton Walnuts.

The Ordinary Share SPAs include customary obligations of both parties at completion including that Duxton Capital Investments must transfer the shares free of encumbrances, provide necessary documentation (e.g., share transfer forms and board resolutions) and accept the scrip consideration (in the case of the sale of ordinary shares in Duxton Walnuts and Duxton Bees). In turn, Duxton Farms must, in the case of Duxton Bees and Duxton Walnuts, issue Duxton Farms Shares as scrip consideration (or, if Duxton Farms Shareholder approval is not obtained under Listing Rule 10.11, pay the cash consideration pursuant to the terms of the Ordinary Share SPA) and ensure the Duxton Farms Shares issued to Duxton Capital Investments are fully paid and listed on the ASX.

Any scrip consideration issued to Duxton Capital Investments will be subject to the escrow arrangements described in section 13.5.

Each Ordinary Share SPA includes customary representations and warranties by both parties, and termination rights if the Merger does not proceed.

5. Information about Duxton Orchards

5.1 About Duxton Orchards

Established in 2016, Duxton Orchards is the second-largest producer of apples in South Australia and one of the largest independent growers in Australia. Duxton Orchards' core business involves production storage and sale of apples to packing and distribution businesses, typically on year-to-year horticultural produce agreements with some year-to-year volume rebates. Duxton Orchards primarily focuses on non-proprietary varieties including Pink Lady (which accounts for approximately 41% of Australian domestic production), Granny Smith, and Royal Gala. Duxton Orchards only supplies to the South Australian apple packers, accounting for approximately 20% of South Australia's apple supply.

Duxton Orchards operates two sites, a freehold orchard in Loxton and a leased orchard in Nangwarry (leased through to 2040), as well as a leased controlled atmosphere storage facility in Monarto.

Duxton Orchards has seen significant yield growth since 2016, driven by improvements in orchard management, logistics optimisation, and cost control. Despite challenging market conditions, including declining prices and a consolidation of production in Victoria, Duxton Orchards has adapted under new management and continues to build on its strong asset base and market position to support future growth.

5.2 Apple industry overview

Duxton Orchards operates within a fragmented and highly competitive South Australian apple market, predominantly made up of subscale growers, many of whom hold less than 20 ha, accounting for around 80% of South Australia's apple producers. This landscape limits individual bargaining power, as grocery retailers and distributors maintain strong pricing leverage. However, this fragmentation presents a potential opportunity for industry consolidation, which could help improve farmgate pricing, drive efficiencies, and strengthen the position of growers in the supply chain.

Despite these challenges, Duxton Orchards is well positioned to benefit from the relatively constrained supply of apples in South Australia, particularly when compared to the more saturated markets on the eastern seaboard. Nationally, the Australian apple and pear industry comprises over 400 commercial growers, with a total planted area of approximately 9,625 ha in 2020 to 2021, showing a slight year-on-year increase. Industry trends indicate that new plantings are increasingly focused on managed or club varieties, reflecting a shift toward premium, branded offerings.

The apple industry in Australia was valued at over \$680 million for the June 2023 to May 2024 production year, underscoring its economic importance and the scale of opportunity for well-structured, growth-oriented operators.

5.3 Duxton Orchards' operations

As a farmgate producer,¹⁷ Duxton Orchards focuses on the sustainable cultivation of mature apple orchards while managing the sales and distribution of fruit through third-party packers.

The apple growing season begins in June, with post-harvest treatments applied as the trees enter dormancy. Pruning takes place in July to encourage new bud development and to shape the canopy, supporting optimal tree size and fruit colour. Flowering and pollination occur around September, followed by chemical and mechanical thinning during summer to manage fruit size and quality.

¹⁷ A farmgate producer is a farmer or grower who sells their produce directly to consumers from the place it was grown or made — typically at the farm itself or a nearby outlet

Apples are harvested manually, starting in January with early-season Gala varieties and continuing through to April, finishing with Pink Lady apples in Loxton. Other varieties are harvested throughout this period.

Duxton Orchards' core growing operations are supported by annual strategic sales agreements with pack sheds. Working closely with these facilities, Duxton Orchards sells fruit at optimum market timing. Unsold apples are stored and managed at the Monarto storage facility, enabling year-round supply to meet consistent supermarket demand.

It should be noted that the landlord of Duxton Orchards' Nangwarry property has made allegations that the tenant under the lease (being a wholly owned subsidiary of Duxton Orchards) is in breach of the lease. The allegations relate to the rectification of outstanding issues such as the removal of all rubbish from the property, ensuring adequate water supply to the property and the purported failure to cause additional nets to be constructed over the orchard as required under the lease. Duxton Orchards has obtained legal advice on the matter. Duxton Orchards has refuted the allegations and is engaging with the landlord on the issue, but there is a risk that the dispute could result in litigation, the payment of damages, the termination of the Nangwarry lease or a combination of these outcomes.

5.4 Duxton Orchards Board

As at the Last Practicable Date, the Duxton Orchards Board comprised:

Name	Position
Brett Goodin	Independent Chairman
Edouard (Ed) Peter	Non-Executive Director
Stephen Duerden	Non-Executive Director

5.5 Senior management

Duxton Orchards is led by a highly experienced management team, with over forty years of combined experience in the apple industry.

As at the Last Practicable Date, Duxton Orchards' executive management personnel comprised:

Name	Position	Biography
Glenn Carningham	Chief Executive Officer	Glenn has been working in the fresh produce and horticulture industry since 2008. He began his career with Veli Velisha Fresh Produce before moving through a series of leadership roles across the sector, including key positions at Metcash, Zerella Fresh, and Lenswood Co-op. Glenn joined Duxton Orchards in January 2023 as Chief Executive Officer, where he leads strategic operations across their diversified apple production business in South Australia.
Craig Harris	Storage Operations Manager &	Craig joined the business in 2023 and brings with him extensive practical experience in orchard operations and harvest logistics. Having run his own multi generational apple orchard until 2022, Craig has a strong understanding of tree structure management, irrigation, and labour planning. He is focused on improving productivity, fruit quality, and operational efficiency across the orchard.

5.6 External investment advisor

Duxton Capital is Duxton Orchards' investment advisor pursuant to the terms of an investment advisory agreement between Duxton Capital and Duxton Orchards dated 11 December 2023 (**DO IAA**). For further information on Duxton Capital see section 10.7.

Duxton Orchards also receives accounting and administration services pursuant to the services agreement between Duxton Orchards and Duxton Capital Services dated 11 December 2023 (**DO Services Agreement**). A services fee is payable monthly by Duxton Orchards to Duxton Capital Services for its services under the DO Services Agreement.

Under the terms of the DO IAA, Duxton Orchards retains Duxton Capital to provide advisory services including but not limited to:

- preparing business plans, budgets and variance analyses;
- maintaining oversight of management of Duxton Orchards' assets;
- reviewing strategic proposals;
- management of appropriate hedging policies;
- engagement of senior management for the business;
- recommending and engaging on behalf of Duxton Orchards any necessary additional valuers, accountants, auditors, solicitors, barristers and other accounting, financial or legal advisers and technical, commercial, marketing or other independent experts necessary;
- giving instruction in relation to acquisitions, developments, leases, variations and disposals of investments;
- recommending to Duxton Orchards the payment of distributions to shareholders;
- coordinating satisfaction of debt finance covenants and other obligations
- preparing reports, papers and agendas for Duxton Orchards;
- assisting Duxton Orchards in developing its response to environmental, social and governance issues;
- assisting Duxton Orchards in operating and managing bank accounts including payment of deposits and withdrawals;
- arranging the provision of corporate secretarial functions; and
- arranging for the provision of human resource services as requested.

An advisory fee is payable monthly by Duxton Orchards to Duxton Capital for its services under the DO IAA. Section 10.7 provides a summary of the historical reported management fees paid by Duxton Orchards under the terms of the DO IAA compared against the pro forma Merged Group management fees that would be payable by the Merged Group if the amendments to the Investment Management Agreement (including the management fee of 1.25% of PNAV) are approved and the internalisation takes place (see section 9.4 for further information).

If the Duxton Orchards Scheme is Implemented, as part of Duxton Farms' proposed internalisation, both the DO IAA and DO Services Agreement will be terminated. Duxton Orchards would continue to be managed by Duxton Capital pursuant to the terms of Duxton Farms' Investment Management Agreement (irrespective of whether Duxton Farms

Shareholders approve the proposed amendments to the Investment Management Agreement set out at section 9.4).

If the Duxton Orchards Scheme is not Implemented, both the DO IAA and DO Services Agreement will continue on their current terms, unless otherwise terminated by the parties.

5.7 Capital structure

As at the Last Practicable Date, Duxton Orchards has 20,089,463 Duxton Orchards Shares and 1,657,652 ordinary shares on issue. No other securities in Duxton Orchards were on issue as at the Last Practicable Date.

5.8 Substantial shareholders

Duxton Orchards Shareholders holding 5% or more of the Duxton Orchards Shares as at the Last Practicable Date are:

Duxton Shareholder	Orchards Shares	Percentage shareholding
Richard Magides	5,342,942	26.6%
Duxton Capital Investments	5,225,294	26.0%
Nangwarry Pastoral Company Pty Limited	2,654,167	13.2%
Pomaceous Pty Ltd	2,000,000	10.0%
DDAF	1,764,706	8.8%
Friday Investments Pty Ltd	1,000,000	5.0%
Blenheim Investments Pty Ltd	1,000,000	5.0%

5.9 Duxton Orchards Directors interests

(a) Duxton Orchards

The interest of each Duxton Orchards Director in the issued capital of Duxton Orchards as at the Last Practicable Date comprised:

Duxton Orchards Director	Shareholding in Duxton Orchards
Brett Goodin	1,000,000 Duxton Orchards Shares
Ed Peter	Ed Peter has a 92.42% economic interest in Duxton Capital Investments which 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards. ¹⁸
Stephen Duerden	Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards

No Duxton Orchards Director acquired or disposed of an interest in any Duxton Orchards Shares in the four-month period ending on the date immediately before the date of this Scheme Book.

¹⁸ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,764,706 Duxton Orchards Shares.

(b) Other Merger Companies

The interest of each Duxton Orchards Director in the issued capital in each Other Merger Company as at the Last Practicable Date is as follows:

Duxton Orchards Director	Merger Company Shares
Brett Goodin	None
Ed Peter	<ul style="list-style-type: none"> • Duxton Bees - Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 537,323 Duxton Bees Shares and 826,944 ordinary shares in Duxton Bees ¹⁹ • Duxton Dried Fruits - Ed Peter has an interest in 1,973,704 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits. This comprises a 92.42% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits and the balance of the Duxton Dried Fruits Shares held by other Ed Peter Entities.²⁰ • Duxton Walnuts - Ed Peter has an interest in 1,022,166 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts. This comprises a 92.42% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts and the balance of the Duxton Walnuts Shares held by the other Ed Peter Entities.²¹
Stephen Duerden	<ul style="list-style-type: none"> • Duxton Bees - Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 5,537,323 Duxton Bees Shares and 826,944 ordinary shares in Duxton Bees²² • Duxton Dried Fruits – Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits²³ • Duxton Walnuts - Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts

¹⁹ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 2,041,177 Duxton Bees Shares. Ed also has an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

²⁰ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 3,785,168 Duxton Dried Fruits Shares. Ed also has a 10.51% economic interest in Duxton Agricultural Holdings Trust which holds 5,720,009 Duxton Dried Fruits Shares and an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

²¹ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,263,737 Duxton Walnuts Shares.

²² In addition, Stephen Duerden has an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

²³ In addition, Stephen Duerden has an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

(c) Duxton Farms

The interest of each Duxton Orchards Director in Duxton Farms Shares as at the Last Practicable Date is as follows:

Duxton Orchards Director	Duxton Farms Shares
Brett Goodin	None
Ed Peter	Ed Peter has an interest in 10,644,466 Duxton Farms Shares. This comprises 306,000 Duxton Farms Shares held directly by Ed Peter, a 92.42% economic interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by the other Ed Peter Entities.
Stephen Duerden	Stephen Duerden has an interest in 410,088 Duxton Farms Shares. This comprises a 7.58% interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by entities associated with Stephen Duerden.

In the four-month period ending on the date immediately before the date of this Scheme Book:

- entities associated with Ed Peter acquired 1,702,422 Duxton Farms Shares in connection with his participation in the Dividend Reinvestment Plan in respect of the dividend announced by Duxton Farms on 26 June 2025. Ed also acquired a further 28,380 Duxton Farms Shares directly and indirectly pursuant to on-market trades; and
- by virtue of Duxton Capital Investments' participation in the Dividend Reinvestment Plan, Stephen Duerden acquired a 7.58% economic interest in 64,443 Duxton Farms Shares issued under the Dividend Reinvestment Plan; and
- no other Duxton Orchards Director has acquired or disposed of an interest in any Duxton Farms Shares.

(d) Other interests in the outcome of the Duxton Orchards Scheme

Benefits to Duxton Orchards officers

Other than as disclosed in this Scheme Book, neither Duxton Farms nor any of its associates will be making any payment or giving any other benefit to any current Duxton Orchards Director or any current officer or senior manager of Duxton Orchards (or any of its Related Bodies Corporate) as compensation or consideration for, or otherwise in connection with their resignation from their office in Duxton Orchards (or any of its Related Bodies Corporate) if the Duxton Orchards Scheme becomes Effective.

Other agreements or arrangements in connection with or conditional on the outcome of the Duxton Orchards Scheme

Other than as disclosed in this Scheme Book, there is no other agreement or arrangement between a Duxton Orchards Director and another person in connection with or conditional on the outcome of the Duxton Orchards Scheme, other than the issue of Duxton Farms Shares to Ed Peter pursuant to the EP Placement, as discussed in the section entitled "Underwriting of Duxton Farms Placement and shareholder approval risk" in section 11.4 and section 13.2.

Interests of Duxton Orchards Directors in contracts entered into by members of the Duxton Farms Group

Other than as disclosed in in this Scheme Book, no Duxton Orchards Director has any interest in a contract entered into by Duxton Farms or any other member of the Duxton Farms Group

other than Ed Peter and Stephen Duerden in connection with the Investment Management Agreement as discussed in section 9.8(e).

Other benefits

Duxton Orchards has entered into deeds of access, indemnity and insurance with the Duxton Orchards Directors on customary terms. Such deeds include terms that provide for Duxton Orchards to indemnify each of those officeholders against any liability which they may incur arising from, or in connection with, their position as an officer of Duxton Orchards, to the extent permitted by law.

Duxton Orchards also expects to, prior to the Effective Date, arrange for run off directors' and officers' liability insurance cover which will cover claims made up to seven years after the Implementation Date in respect of conduct or matters occurring on or before the Implementation Date, for the benefit of each individual who, immediately prior to the Implementation Date, is a person to whom the benefit of the insurance cover provided by Duxton Orchards' directors' and officers' liability insurance immediately in effect prior to the Implementation Date extends.

5.10 Duxton Orchards share sales

The following shares in the issued capital of Duxton Orchards have been sold in the 6 months immediately prior to the Last Practicable Date:

Date	Number of shares sold	Price per share
30 July 2025	2,990,000 Duxton Orchards Shares	\$1.00 ²⁴
30 July 2025	2,352,942 Duxton Orchards Shares	\$0.85 ²⁵

5.11 Duxton Orchards Historical Financial Information

This section sets out the Duxton Orchards Historical Financial Information which summarises certain historical financial information about Duxton Orchards for the years ended 31 December 2022 (FY22), 31 December 2023 (FY23), 31 December 2024 (FY24). The financial year of the Duxton Orchards Group is the 12 month period ending 31 December.

The financial information set out in this section is a summary only and is prepared and extracted for the purposes of this Scheme Book.

As Duxton Orchards is not a disclosing entity, a public company, a large proprietary company, a registered scheme, a registrable superannuation entity or a small proprietary company to which section 292(2) of the Corporations Act applies, it is not required to prepare annual financial reports under Part 2M.3 of the Corporations Act. On this basis, the Duxton Orchards Historical Financial Information does not contain all the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act.

(a) Basis of preparation and presentation of the Duxton Orchards Historical Financial Information

The Duxton Orchards Historical Financial Information has been prepared in accordance with the recognition and measurement principles contained in the Accounting Standards and is presented on a stand-alone basis. Accordingly, it does not reflect any impact of the Implementation of the Duxton Orchards Scheme.

²⁴ These Duxton Orchards Shares were transferred at cost by a Duxton Orchards Shareholder to a related entity of that Duxton Orchards Shareholder.

²⁵ These Duxton Orchards Shares were transferred at cost by a Duxton Orchards Shareholder to a related entity of that Duxton Orchards Shareholder.

The Duxton Orchards consolidated financial statements on which the Duxton Orchards Historical Financial Information were prepared for the years ended 31 December 2022, 31 December 2023 and 31 December 2024 were audited by Grant Thornton in accordance with the Australian Auditing Standards. Grant Thornton issued audit opinions on these financial statements which were unmodified but included an emphasis of matters relating to going concern.

(b) Duxton Orchards Historical Statements of Cash Flows

The following table presents the historical consolidated statement of cash flows of the Duxton Orchards Group for the financial years ended 31 December 2022, 31 December 2023 and 31 December 2024.

Table 1 - Duxton Orchards Historical Statement of Cash Flows

A\$'000	Audited FY22	Audited FY23	Audited FY24
Cash flows from operating activities			
Receipts from customers	4,171	6,170	4,711
Payments to suppliers and employees	(7,467)	(8,426)	(5,312)
Government rebates	-	-	-
Net cash used in operating activities	(3,296)	(2,256)	(601)
Cash flows from investing activities			
Purchase of property, plant and equipment	(1,188)	(1,234)	(92)
Purchase of livestock	-	-	-
Proceeds from disposal of plant & equipment	-	-	-
Net cash used in investing activities	(1,188)	(1,234)	(92)
Cash flows from financing activities			
Proceeds from issue of share capital	4,395	-	-
Proceeds from borrowings	1,175	4,629	1,905
Repayment of borrowings	(756)	(806)	(499)
Interest paid	(239)	(484)	(834)
Interest received	38	-	-
Net cash provided by financing activities	4,613	3,339	572
Net increase in cash and cash equivalents	129	(151)	(121)
Cash and cash equivalents at beginning of period	71	200	49
Cash and cash equivalents at end of period	200	49	(72)

(c) Duxton Orchards Historical Profit and Loss Statements

The following table presents the historical consolidated statement of profit or loss and other comprehensive income of the Duxton Orchards Group for the financial years ended 31 December 2022, 31 December 2023 and 31 December 2024.

Table 2 - Duxton Orchards Historical Profit and Loss Statements

A\$'000	Audited FY22	Audited FY23	Audited FY24
Revenue	6,964	11,196	6,934
Cost of sales	(8,400)	(13,160)	(8,224)
Gross profit	(1,436)	(1,964)	(1,290)
Other income	164	(123)	703
Operational expenses	(1,307)	(1,089)	(1,094)
Administration expenses	(352)	(752)	(652)
Finance expenses	(293)	(751)	(1,208)
	(1,788)	(2,715)	(2,251)
Loss before income tax	(3,224)	(4,679)	(3,541)
Income tax benefit (expense)	-	-	-
Loss for the year	(3,224)	(4,679)	(3,541)
Other comprehensive income, net of income tax Items that will not be reclassified to profit or loss:	398	161	-
Total comprehensive income/(loss) for the period	(2,826)	(4,518)	(3,541)

(d) Duxton Orchards Historical Statements of Financial Position

The following table presents the historical consolidated statement of financial position of the Duxton Orchards Group as at 31 December 2022, 31 December 2023 and 31 December 2024.

Table 3 - Duxton Orchards Historical Statement of Financial Position

Summary balance sheet

A\$'000	Audited Dec-22	Audited Dec-23	Audited Dec-24
Current assets			
Cash and cash equivalents	200	49	-
Trade and other receivables	80	287	6,735
Biological Assets	2,683	2,107	2,005
Inventory	386	425	211
Other current assets	198	334	143
Other financial assets	29	29	29
Total current assets	3,576	3,231	9,123
Non current assets			
Property, plant and equipment	14,752	15,980	10,463
Right of use assets - Orchard Lease	5,055	4,886	7,716
Other non-current assets	4	4	3
Intangibles - Water entitlements	250	250	250
Total non current assets	20,061	21,100	18,432
Total assets	23,637	24,331	27,555
Current liabilities			
Trade and other payables	1,490	2,274	3,498
Contract liabilities	49	150	776
Borrowings	5,250	150	10,725
Equipment finance	129	498	840
Provisions	334	329	-
Lease liabilities	220	338	953
Total current liabilities	7,472	3,758	16,864
Non current liabilities			

Provisions	58	26	37
Lease liabilities	5,395	5,297	8,334
Borrowings	-	8,670	-
Equipment finance	791	1,177	458
Total non current liabilities	6,244	15,170	8,829
Total liabilities	13,716	18,928	25,693
Net assets	9,921	5,403	1,862
Shareholder's equity			
Share capital	18,809	18,809	18,809
Reserves	895	1,056	944
Retained earnings	(9,783)	(14,462)	(17,891)
Total shareholder's equity	9,921	5,403	1,862

(e) Management Discussion and Analysis

Refer to section 10.10 for management discussion and analysis of the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information, which includes the Duxton Orchards Historical Financial Information.

(f) Material changes in financial position

Within the knowledge of the Duxton Orchards Board, as at the Last Practicable Date, the financial position of the Duxton Orchards Group has not materially changed since 31 December 2024, being the latest date of the statement of financial position for the Duxton Orchards Group as disclosed in its audited financial statements for the year ended 31 December 2024 other than as set out in this section 5.11(f).

Since the balance date of 31 December 2024, Duxton Orchards has experienced several material movements in its financial position. It is important to note that the prior balance date followed the completion of the fruit sales cycle, whereas the financial position of Duxton Orchards as at the Last Practicable Date reflects post-harvest timing with inventory on hand and partial sales. Material changes include:

- **Trade and Other Receivables:** Decreased from \$6.73 million to \$0.72 million following settlement of the sale of the Monarto property freehold (\$6.5 million).
- **Biological Assets:** Reduced from \$2.0 million to \$0.06 million, with the harvest completed and only one month of capitalised costs associated with the 2026 crop remaining.
- **Inventory:** Increased from \$0.20 million to \$2.32 million, representing harvested apples held at cost pending sale.
- **Plant Property and Equipment:** Decreased to \$8.46 million, driven by a downward revaluation of the Loxton property.
- **Borrowings:** Reduced by \$3.2 million, reflecting debt amortisation following the Monarto asset settlement.

- **Equity Reserves and Retained Earnings:** Reserves have been fully utilised through property revaluations, and retained earnings have decreased by \$2.9 million, primarily due to operating losses and asset impairments.

5.12 Duxton Orchards Directors' intentions

If the Duxton Orchards Scheme is Implemented, Duxton Farms will acquire and control Duxton Orchards. As Duxton Farms may reconstitute the Duxton Orchards Board, it is not possible for all Duxton Orchards Directors to provide a statement of their intention after the Duxton Orchards Scheme is Implemented.

It is for the board of the Merged Group to determine its intentions as to:

- the continuation of the business of Duxton Orchards;
- any major changes, if any, to be made to the business of Duxton Orchards, including any redeployment of fixed assets of Duxton Orchards; and
- the future employment of the present employees of Duxton Orchards.

Duxton Farms' current intention is that the Merged Group will undertake a detailed strategic review of the business following Implementation in order to develop a broader growth strategy and business plan. Section 10 provides an indication of the nature of growth opportunities that the Merged Group expects to have.

If the Duxton Orchards Scheme is not implemented, the Duxton Orchards Directors intend to continue to operate Duxton Orchards in the ordinary course of business.

5.13 Publicly available information about Duxton Orchards

As an unlisted proprietary company, Duxton Orchards is not required to comply with ASX's continuous disclosure policy.

Information disclosed to ASX by Duxton Farms is available on ASX's website at www.asx.com.au and Duxton Farms' website at <https://www.duxtonfarms.com/>. Further, copies of documents lodged with ASIC by Duxton Farms may be obtained from an ASIC office or ASIC's website at www.asic.gov.au.

6. Information about Duxton Bees

6.1 About Duxton Bees

Duxton Bees is a vertically integrated apiary business which owns and manages over 8,000 beehives in Australia. Founded in 2020, Duxton Bees has grown to become one of the largest apiary businesses in Australia, with primary operations in honey production and sales, pollination services, and varroa mite management.

Duxton Bees has been established as a consolidating entity in the apiary subsector of the Australian agricultural economy, which has been a fragmented cottage industry. The apiculture industry in Australia is characterised by a large number of small beekeepers who operate without the scale and resources to meet some of the industry's largest challenges, notably the spread of varroa mite. Duxton Bees has intentionally positioned itself as a well-resourced corporate entity with visibility through the pollination services industry across the eastern states

Duxton Bees manages its beehives on strategically located apiaries across South Australia, Victoria, New South Wales and Queensland, through licences on government owned sites and by informal agreement with private landholders.

Duxton Bees owns a property in Wentworth, New South Wales, where hives are stored and rested, and a property in Pallamana, South Australia, where the business has a honey extraction and processing facility.

6.2 Apiary industry overview

(a) Overview

The Australian beekeeping industry is comprised of operators who keep bees, collect honey, beeswax, other bee products and offer pollination services to agricultural businesses.

Most operations are located along the east coast, as the region offers more consistent levels of annual rainfall than other areas of Australia. The growth of pollination services by the apiary industry has, however, seen an increase in beekeeping businesses in South Australia and Victoria over recent years, due to the high concentration of almond orchards in these states.

The market is highly fragmented with no individual beekeeping business currently accounting for more than 5% market share. Consolidation of participants is expected as the market experiences structural shifts due to the impact of the varroa mite (as discussed below).

(b) Industry Growth

Strong domestic and foreign demand for premium honey products and the spread of varroa mite has boosted honey prices and increased demand for pollination services over recent years.

The reported health benefits from premium honey products and the continued spread of varroa mite are expected to support demand for honey and pollination services, into the future. These trends will underpin industry revenue growth from approximately \$286 million in 2024 to approximately \$304 million by 2029.

(c) Varroa Mite

Varroa mite is a parasitic mite that survives and reproduces using honeybees. It was first detected in Australia in Newcastle, New South Wales in 2022 and has since spread across the state and was detected in Victoria in August 2024. Varroa mites are expected to eradicate most wild and recreational honeybee hives within the medium term. These wild and recreational hives have historically provided free pollination to many agriculture and horticulture producers.

Recreational beekeepers and wild honeybees play a key role in honey production and pollination in Australia. The eradication of these industry participants will require material changes to the current honey production and pollination methods industry wide.

In New Zealand and the United States, as varroa mite destroyed wild and recreational beehives, retailers and farmers relied on large-scale commercial beekeepers capable of supplying high production volumes for their honey and pollination requirements. This trend led to significant changes across the beekeeping sectors in both countries, with notable changes including sharp rises in prices for pollination services and commercial beekeepers acquiring hives from recreational beekeepers to scale operations and corporatise their business model.

(d) Honey Pricing and Supply

Commercial and recreational beekeepers and honey importers are the main suppliers of honey in Australia. The industry has seen a significant increase in honey supplied by both recreational and commercial beekeepers following the COVID-19 pandemic, with the number of hives increased by 67% and 18%, respectively, from 2018 to 2023.

Honey production per hive is estimated to vary between 35kg and 75kg per hive industry-wide. However, some beekeepers on the east coast of Australia have historically reported yields of up to 280kg per hive.

In 2023, the average farmgate price for honey was approximately \$5.00 per kg, well below the price in 2019 (approximately \$6.50 per kg). This drop in price is believed to be due to the influx of recreational beekeepers who have increased honey supply and placed downward pressure on prices. However, as the spread of varroa mite advances, shortages in honey supply are predicted to occur, which is expected to raise prices.

6.3 Duxton Bees' operations

Historically, Duxton Bees relied on two core business activities for revenue generation, being honey and wax sales, and pollination services. Over FY22 and FY23, revenue was fairly balanced across these operations, while in FY24, the pollination services business grew substantially, accounting for approximately 89% of total revenue. With the business continuing to grow, Duxton Bees' core business operations have now expanded to comprise the following five activities:

(a) Pollination and pollination services

Duxton Bees provides primary pollination, hive auditing and broking services. Duxton Bees supplies its owned beehives for pollination and engages third party beekeepers to meet customer demands for pollination that exceeds Duxton Bees' capacity. Duxton Bees earns a fee per hive supplied under these broking arrangements, which is shared with the relevant third-party beekeepers in accordance with the agreed broking arrangements.

Duxton Bees also provides auditing services, whereby Duxton Bees will conduct an audit of brokered third-party beehives to ensure the contracted number of frames and hives are being delivered to the relevant pollination customer.

(b) Bulk honey production for wholesale

Duxton Bees extracts honey produced from its beehives at its extraction facility in Pallamana, South Australia and sells it in bulk to purchasers who blend, bottle and distribute it to the market. Duxton Bees' wholesale relationships are built on long-term relationships within the industry.

(c) Honey for retail sale (Fuzzy Bum brand)

Duxton Bees produces, extracts, packages and sells honey from its beehives under its retail brand, Fuzzy Bum, launched in 2024. Fuzzy Bum is sold online and through certain mid-sized supermarkets.

(d) Apiary site and hive purchases and licensing

Duxton Bees purchases beehives and bee colonies and licenses them to government owned apiary sites. These licences allow Duxton Bees to either deploy and manage its own beehives directly on these licensed sites or lease the licences to third party beekeepers within the industry for seasonal use.

When Duxton Bees leases the licences to third parties, Duxton Bees may also provide value-added services, including the purchase of honey produced on site and the supply of disease management products.

During 2024 and 2025, Duxton Bees acquired over 5,000 beehives and 547 licences to government owned apiary sites. These acquisitions are expected to increase Duxton Bees' total honey production capacity to approximately 650 tonnes in FY26 and the number of beehives available for primary pollination to over 8,000.

(e) Biodiversity credit project

Duxton Bees owns approximately 5,000 hectares (**ha**) of land in the Wentworth region of New South Wales, previously used for pastoral activities. Duxton Bees has registered six bee sites on the property which it utilises for wintering before almond pollination. Through participation in the NSW Biodiversity Offsets Program, Duxton Bees is exploring opportunities to generate biodiversity credits, which can be sold on the secondary market for such credits.

6.4 Duxton Bees Board

As at the Last Practicable Date, the Duxton Bees Board comprised:

Name	Position
Simon Stone	Non-Executive Chairman
Stefano (Steve) Marafiote	Independent Non-Executive Director
Edouard (Ed) Peter	Non-Executive Director
Keegan Blignaut	Managing Director

6.5 Senior management

Duxton Bees is led by a highly experienced management team. As at the Last Practicable Date, Duxton Bees' executive management personnel comprised:

Name	Position	Biography
Keegan Blignaut	Managing Director	Keegan is the Managing Director of Duxton Bees and joined Duxton Bees in late 2021. Before joining Duxton Bees, Keegan held various senior roles in the beekeeping industry in New Zealand and South Africa
Istvan Loczi	General Manager	Istvan is the General Manager of Duxton Bees, joining the business in early 2023. Before joining Duxton Bees, Istvan held senior roles in the beekeeping industry in New Zealand.

6.6 External investment advisor

Duxton Capital is Duxton Bees' investment advisor pursuant to the terms of an investment advisory agreement between Duxton Capital and Duxton Bees dated 11 December 2023 (**DB IAA**). For further information on Duxton Capital, see section 10.7.

Duxton Bees also receives accounting and administration services pursuant to the services agreement between Duxton Bees and Duxton Capital Services dated 11 December 2023 (**DB Services Agreement**). A services fee is payable monthly by Duxton Bees to Duxton Capital Services for its services under the DB Services Agreement.

Under the terms of the DB IAA, Duxton Bees retains Duxton Capital to provide advisory services including but not limited to:

- preparing business plans, budgets and variance analyses;
- maintaining oversight of management of Duxton Bees' assets;
- reviewing strategic proposals;
- management of appropriate hedging policies;
- engagement of senior management for the business;
- recommending and engaging on behalf of Duxton Bees any necessary additional valuers, accountants, auditors, solicitors, barristers and other accounting, financial or legal advisers and technical, commercial, marketing or other independent experts necessary;
- giving instruction in relation to acquisitions, developments, leases, variations and disposals of investments;
- recommending to Duxton Bees the payment of distributions to shareholders;
- coordinating satisfaction of debt finance covenants and other obligations
- preparing reports, papers and agendas for Duxton Bees;
- assisting Duxton Bees in developing its response to environmental, social and governance issues;
- assisting Duxton Bees in operating and managing bank accounts including payment of deposits and withdrawals;
- arranging the provision of corporate secretarial functions; and
- arranging for the provision of human resource services as requested.

An advisory fee is payable monthly by Duxton Bees to Duxton Capital for its services under the DB IAA. Section 10.7 provides a summary of the historical reported management fees paid by Duxton Bees under the terms of the DB IAA compared against the pro forma Merged Group management fees that would be payable by the Merged Group if the amendments to the Investment Management Agreement (including the management fee of 1.25% of PNAV) are approved and the internalisation takes place (see section 9.4 for further information).

If the Duxton Bees Scheme is Implemented, as part of Duxton Farms' proposed internalisation, both the DB IAA and DB Services Agreement will be terminated. Duxton Bees will continue to be managed by Duxton Capital pursuant to the terms of Duxton Farms' Investment Management

Agreement (irrespective of whether Duxton Farms Shareholders approve the proposed amendments to the Investment Management Agreement set out at section 9.4).

If the Duxton Bees Scheme is not Implemented, both the DB IAA and DB Services Agreement will continue on their current terms, unless otherwise terminated by the parties.

6.7 Capital structure

As at the Last Practicable Date, Duxton Bees had 30,427,645 Duxton Bees Shares and 826,944 ordinary shares on issue. No other securities in Duxton Bees were on issue as at the Last Practicable Date.

6.8 Substantial shareholders

Duxton Bees Shareholders holding 5% or more of the Duxton Bees Shares as at the Last Practicable Date comprised:

Duxton Shareholder	Bees	Number Duxton Shares	of Bees	Percentage shareholding	of	Percentage (without the Excluded Shareholder)
Duxton Farms ²⁶		7,253,629		23.8%		N/A
Washington H. Soul Pattinson and Company Limited		3,529,412		11.6%		15.2%
Richard Magides		2,444,445		8.0%		10.6%
AEONLUX (B215700)	SARL	2,155,420		7.1%		9.3%
DDAF		2,041,177		6.7%		8.8%

6.9 Duxton Bees Directors interests

(a) Duxton Bees

The interest of each Duxton Bees Director in the issued capital of Duxton Bees as at the Last Practicable Date is as follows:

Duxton Bees Director	Shareholding in Duxton Bees
Simon Stone	600,000 Duxton Bees Shares
Steve Marafiotte	None
Ed Peter	Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 537,323 Duxton Bees Shares and 826,944 ordinary shares in Duxton Bees ²⁷
Keegan Blignaut	142,647 Duxton Bees Shares

No Duxton Bees Director acquired or disposed of an interest in any Duxton Bees Shares in the four-month period ending on the date immediately before the date of this Scheme Book.

²⁶ Duxton Farms is an Excluded Shareholder and therefore is not eligible to vote at the scheme meeting in respect of the Duxton Bees Scheme.

²⁷ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 2,041,177 Duxton Bees Shares and an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

(b) Merger Companies other than Duxton Bees

The interest of each Duxton Bees Director in the issued capital in each Merger Company other than Duxton Bees as at the Last Practicable Date is as follows:

Duxton Bees Director	Merger Company Shares
Simon Stone	<ul style="list-style-type: none">• Duxton Walnuts - 55,242 Duxton Walnuts Shares• Duxton Dried Fruits - 100,000 Duxton Dried Fruits Shares. Simon also has a 0.28% economic interest in Duxton Agricultural Holdings Trust, which holds 5,720,009 Duxton Dried Fruits Shares.
Steve Marafiote	None
Ed Peter	<ul style="list-style-type: none">• Duxton Dried Fruits - Ed Peter has an interest in 1,973,704 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits. This comprises a 92.42% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits and the balance of the Duxton Dried Fruits Shares held by other Ed Peter Entities.²⁸• Duxton Walnuts - Ed Peter has an interest in 1,022,166 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts. This comprises a 92.42% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts and the balance of the Duxton Walnuts Shares held by the other Ed Peter Entities.²⁹• Duxton Orchards - Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards.³⁰
Keegan Blignaut	None

(c) Duxton Farms

The interest of each Duxton Bees Director in Duxton Farms Shares as at the Last Practicable Date is as follows:

Duxton Bees Director	Duxton Farms Shares
Simon Stone	None
Steve Marafiote	None
Ed Peter	Ed Peter has an interest in 10,644,466 Duxton Farms Shares. This comprises 306,000 Duxton Farms Shares held directly by Ed Peter, a 92.42% economic interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by the other Ed Peter Entities.
Keegan Blignaut	None

In the four-month period ending on the date immediately before the date of this Scheme Book:

- entities associated with Ed Peter acquired 1,702,422 Duxton Farms Shares in connection with his participation in the Dividend Reinvestment Plan in respect of the

²⁸ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 3,785,168 Duxton Dried Fruits Shares. Ed also has a 10.51% economic interest in Duxton Agricultural Holdings Trust which holds 5,720,009 Duxton Dried Fruits Shares and an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

²⁹ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,263,737 Duxton Walnuts Shares.

³⁰ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,764,706 Duxton Orchards Shares.

dividend announced by Duxton Farms on 26 June 2025. Ed also acquired a further 28,380 Duxton Farms Shares directly and indirectly pursuant to on-market trades; and

- no other Duxton Bees Director has acquired or disposed of an interest in any Duxton Farms Shares.

(d) Other interests in the outcome of the Duxton Bees Scheme

Benefits to Duxton Bees officers

Other than as disclosed in this Scheme Book, neither Duxton Farms nor any of its associates will be making any payment or giving any other benefit to any current Duxton Bees Director or any current officer or senior manager of Duxton Bees (or any of its Related Bodies Corporate) as compensation or consideration for, or otherwise in connection with their resignation from their office in Duxton Bees (or any of its Related Bodies Corporate) if the Duxton Bees Scheme becomes Effective.

Other agreements or arrangements in connection with or conditional on the outcome of the Duxton Bees Scheme

Other than as disclosed in this Scheme Book, there is no other agreement or arrangement between a Duxton Bees Director and another person in connection with or conditional on the outcome of the Duxton Bees Scheme, other than the issue of Duxton Farms Shares to Ed Peter pursuant to the EP Placement, as discussed in the section entitled "Underwriting of Duxton Farms Placement and shareholder approval risk" in section 11.4 and section 13.2.

Interests of Duxton Bees Directors in contracts entered into by members of the Duxton Farms Group

Other than as disclosed in in this Scheme Book, no Duxton Bees Director has any interest in a contract entered into by Duxton Farms or any other member of the Duxton Farms Group other than Ed Peter in connection with the Investment Management Agreement as discussed in section 9.8(e).

Other benefits

Duxton Bees has entered into deeds of access, indemnity and insurance with the Duxton Bees Directors on customary terms. Such deeds include terms that provide for Duxton Bees to indemnify each of those officeholders against any liability which they may incur arising from, or in connection with, their position as an officer of Duxton Bees, to the extent permitted by law.

Duxton Bees also expects to, prior to the Effective Date, arrange for run off directors' and officers' liability insurance cover which will cover claims made up to seven years after the Implementation Date in respect of conduct or matters occurring on or before the Implementation Date, for the benefit of each individual who, immediately prior to the Implementation Date, is a person to whom the benefit of the insurance cover provided by Duxton Bees' directors' and officers' liability insurance immediately in effect prior to the Implementation Date extends.

6.10 Duxton Bees share sales

The following shares in the issued capital of Duxton Bees have been sold in the 6 months immediately prior to the Last Practicable Date:

Date	Number of shares sold	Price per share
30 July 2025	500,000 Duxton Bees Shares	\$1.00 ³¹
30 July 2025	1,333,334 Duxton Bees Shares	\$0.75 ³²
30 July 2025	611,111 Duxton Bees Shares	\$0.80 ³³

6.11 Duxton Bees Historical Financial Information

This section sets out the Duxton Bees Historical Financial Information which summarises certain historical financial information about Duxton Bees for the financial years ended 30 June 2022 (FY22), 30 June 2023 (FY23), 30 June 2024 (FY24) and the half-year ended 31 December 2024 (HY25).

The financial information in this section is a summary only and has been prepared and extracted for the purposes of this Scheme Book only.

As Duxton Bees is not a disclosing entity, a public company, a large proprietary company, a registered scheme, a registrable superannuation entity or a small proprietary company to which section 292(2) of the Corporations Act applies, it is not required to prepare annual financial reports under Part 2M.3 of the Corporations Act. On this basis, the Duxton Bees Historical Financial Information does not contain all the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act.

(a) Basis of preparation and presentation of the Duxton Bees Historical Financial Information

The Duxton Bees Historical Financial Information has been prepared in accordance with the recognition and measurement principles contained in the Accounting Standards and is presented on a stand-alone basis. Accordingly, it does not reflect any impact of the Implementation of the Duxton Bees Scheme.

The Duxton Bees financial statements upon which the Duxton Bees Historical Financial Information were prepared for:

- the years ended 30 June 2022, 30 June 2023 and 30 June 2024 were audited by PKF in accordance with the Australian Auditing Standards. PKF issued unqualified audit opinions on these financial statements; and
- the half-year ended 31 December 2024 and comparatives were reviewed by PKF. PKF issued unqualified review opinions on these half-year financial statements.

"Audited" financial statements have been subject to an independent audit by PKF in accordance with Australian Auditing Standards. This process provides a reasonable level of assurance being a high, though not absolute, level of assurance that the financial statements are free from material misstatement, whether due to fraud or error, and culminates in the expression of an audit opinion. In contrast, "reviewed" financial statements have been subject to a review comprising analytical procedures and enquiries. A review may bring significant matters affecting the financial statements to PKF's attention but does not provide assurance in this regard and does not provide all of the evidence that would be required in an audit. A review is substantially

³¹ These Duxton Bees Shares were transferred at cost by a Duxton Bees Shareholder to a related entity of that Duxton Bees Shareholder.

³² These Duxton Bees Shares were transferred at cost by a Duxton Bees Shareholder to a related entity of that Duxton Bees Shareholder.

³³ These Duxton Bees Shares were transferred at cost by a Duxton Bees Shareholder to a related entity of that Duxton Bees Shareholder.

less in scope than an audit. Duxton Orchards Shareholders should consider the differing levels of assurance provided when reviewing the financial information presented.

(b) Duxton Bees Historical Statements of Cash Flows

The following table presents the historical statement of cash flows of Duxton Bees for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024, with comparatives.

Table 4 - Duxton Bees Historical Statements of Cash Flows

A\$'000	Audited FY22	Audited FY23	Audited FY24	Reviewed HY25	Reviewed HY24
Cash flows from operating activities					
Receipts from customers	614	943	2,728	6,423	2,484
Payments to suppliers and employees	(1,150)	(2,832)	(5,825)	(7,218)	(3,539)
Other income	(9)	-	-	-	-
Government rebates	25	40	18	8	11
Net cash used in operating activities	(583)	(2,849)	(3,078)	(787)	(1,044)
Cash flows from investing activities					
Purchase of property, plant and equipment	(2,479)	(5,519)	(2,603)	(210)	(2,427)
Purchase of intangible assets	-	-	-	(10)	-
Purchase of livestock	(53)	(742)	(669)	(13)	(531)
Proceeds from disposal of plant & equipment	4	903	39	20	25
Net cash used in investing activities	(2,529)	(5,358)	(3,233)	(213)	(2,933)
Cash flows from financing activities					
Proceeds from issue of share capital	2,216	12,374	-	5,485	-
Proceeds from borrowings	801	329	1,234	726	-
Repayment of borrowings	(76)	(268)	(291)	(195)	(146)
Interest received	-	138	92	10	75
Interest paid	-	(3)	(4)	(39)	-
Net cash provided by financing activities	2,940	12,570	1,031	5,987	(71)

Net increase in cash and cash equivalents	(171)	4,363	(5,281)	4,987	(4,048)
Cash and cash equivalents at beginning of period	1,514	1,335	5,698	417	5,698
Cash and cash equivalents at end of period	1,343	5,698	417	5,404	1,650

(c) Duxton Bees Historical Profit and Loss Statements

The following table presents the historical statement of profit or loss and other comprehensive income of Duxton Bees for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024, with comparatives.

Table 5 - Duxton Bees Historical Profit and Loss Statement

A\$'000	Audited FY22	Audited FY23	Audited FY24	Reviewed HY25	Reviewed HY24
Revenue	779	730	2,847	5,836	2,520
Cost of sales	(270)	(485)	(2,163)	(4,898)	(1,869)
Gross profit	509	245	684	938	651
Other income	52	190	101	24	90
Operational expenses	-	-	(3,282)	(2,184)	(2,043)
Corporate overhead	(151)	(391)	(461)	(313)	(217)
Depreciation and amortisation	(293)	(506)	-	-	-
Employee benefits cost	(1,021)	(1,863)	-	-	-
Finance expense	(37)	(57)	(62)	(70)	(27)
Other expenses	(208)	(561)	-	(8)	-
Professional fees	(129)	(525)	-	-	-
Repairs & maintenance	(129)	(158)	-	-	-
Loss before income tax	(1,407)	(3,356)	(3,742)	(1,613)	(1,547)
Income tax benefit (expense)	423	1,141	1,006	403	386
Loss for the year	(984)	(2,215)	(2,736)	(1,210)	(1,161)

**Other comprehensive income,
net of income tax
Items that will not be
reclassified to profit or loss:**

Gain on revaluation of property, plant & equipment – net of taxes	-	-	657	984	573
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Total comprehensive income/(loss) for the period	(984)	(2,215)	(2,079)	(226)	(588)
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(d) Duxton Bees Historical Statements of Financial Position

The following table presents the historical statement of financial position of Duxton Bees as at 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024.

Table 6 - Duxton Bees Statement of Financial Position

A\$'000	Audited Jun-22	Audited Jun-23	Audited Jun-24	Reviewed - Dec-24
Current assets				
Cash and cash equivalents	1,343	5,693	417	5,404
Trade and other receivables	47	48	36	21
Inventory	41	241	540	330
Biological assets	771	1,118	1,419	1,478
Livestock	-	135	206	212
Prepayments	28	82	73	109
Total current assets	2,229	7,322	2,692	7,554
Non current assets				
Property, plant and equipment	4,281	9,031	10,115	11,636
Intangible Assets	-	-	-	14
Other Assets	35	35	-	-
Right of use assets	94	14	-	-
Deferred tax asset	753	1,894	2,681	2,756
Total non current assets	5,164	10,939	12,796	14,534
Total assets	7,393	18,261	15,488	22,088
Current liabilities				
Trade and other payables	1,108	1,864	179	322
Equipment finance	213	249	300	349
Lease liability	96	15	-	-
Share Application Escrow	-	-	-	127
Provisions	26	68	85	125

Total current liabilities	1,443	2,195	565	923
Non current liabilities				
Borrowings	-	-	800	1,200
Equipment finance	755	712	845	948
Provisions	2	3	6	21
Total non current liabilities	757	715	1,651	2,169
Total liabilities	2,200	2,910	2,216	3,092
Net assets	5,193	15,352	13,272	18,996
Shareholder's equity				
Share capital	7,136	19,510	19,510	25,459
Reserves	-	-	657	1,641
Retained earnings	(1,943)	(4,158)	(6,894)	(8,104)
Total shareholder's equity	5,193	15,352	13,272	18,996

(e) Management Discussion and Analysis

Refer to section 10.10 for management discussion and analysis of the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information, which includes the Duxton Bees Historical Financial Information.

(f) Material changes in financial position

Within the knowledge of the Duxton Bees Board, as at the Last Practicable Date, the financial position of Duxton Bees has not materially changed since 30 June 2024, being the latest date of the statement of financial position for Duxton Bees as disclosed in its audited financial statements for the year ending 30 June 2024 other than as described in this section 6.11(f).

Material changes to Duxton Bees financial position since 30 June 2024, reflect the seasonal nature of operations, capital management activities, and revaluation adjustments. Key movements include:

- **Cash:** Increased by \$0.50 million following a successful capital raise.
- **Inventory:** Decreased to \$0.27 million due to the sell-down of honey stock during the period.
- **Biological Assets:** Increased by \$0.88 million, reflecting a higher number of active hives under management.
- **Property, Plant and Equipment (PPE):** Increased due to positive land revaluations and investment in hive infrastructure.
- **Deferred Tax Asset:** Increased by \$1.50 million, primarily due to recognition of tax losses and temporary differences.
- **Trade and Other Payables:** Increased by \$0.86 million, driven by deferred settlement terms for hive acquisitions.
- **Borrowings:** Reduced to nil (from \$0.80 million) following full repayment from capital raise proceeds.
- **Share Capital:** Increased by approximately \$6.0 million, reflecting the completed capital raise.

- **Reserves:** Increased by \$1.0 million, in line with the property revaluation uplift.
- **Retained Earnings:** Decreased by \$3.4 million, driven by operating losses incurred over the period.

6.12 Duxton Bees Directors' intentions

If the Duxton Bees Scheme is Implemented, Duxton Farms will acquire and control Duxton Bees. As Duxton Farms may reconstitute the Duxton Bees Board, it is not possible for all Duxton Bees Directors to provide a statement of their intention after the Duxton Bees Scheme is Implemented.

It is for the board of the Merged Group to determine its intentions as to:

- the continuation of the business of Duxton Bees;
- any major changes, if any, to be made to the business of Duxton Bees, including any redeployment of fixed assets of Duxton Bees; and
- the future employment of the present employees of Duxton Bees.

Duxton Farms' current intention is that the Merged Group will undertake a detailed strategic review of the business following Implementation in order to develop a broader growth strategy and business plan. Section 10 provides an indication of the nature of growth opportunities that the Merged Group expects to have.

If the Duxton Bees Scheme is not Implemented, the Duxton Bees Directors intend to continue to operate Duxton Bees in the ordinary course of business.

6.13 Publicly available information about Duxton Bees

As an unlisted proprietary company, Duxton Bees is not required to comply with ASX's continuous disclosure policy.

Information disclosed to ASX by Duxton Farms is available on ASX's website at www.asx.com.au and Duxton Farms' website at <https://www.duxtonfarms.com/>. Further, copies of documents lodged with ASIC by Duxton Farms may be obtained from an ASIC office or ASIC's website at www.asic.gov.au.

7. Information about Duxton Walnuts

7.1 About Duxton Walnuts

Duxton Walnuts is a developing walnut orchard based in the Southern Riverina area of New South Wales.

Duxton Walnuts was established in 2014 with the acquisition of two dairy properties. These properties were operated as dairies until 2020, when Duxton Walnuts sold one property and embarked on a strategy to develop the remaining property, Yarramundee, into a walnut plantation. The dairy operations of the Yarramundee property ceased in 2024.

The property covers 1,126.16 ha, with approximately 600 ha of land suitable for conversion to walnut orchards. It also has a 250 megalitre (**ML**) dam, a sand quarry (operated by an external party, from which Duxton Walnuts receives rental income), and remnant vegetation.

Duxton Walnuts owns 4,009 ML of groundwater entitlements and 699.4 ML of surface water via a long-term lease. Duxton Walnuts also has access to approximately 175ML of supplementary water via dam capture. Total water availability of 4,883ML accounts for approximately 84% of Duxton Walnuts' estimated annual water needs at full planting maturity of 584 ha (assuming 10 ML/ha).

Duxton Walnuts undertook a feasibility assessment to determine the most appropriate type of crop to develop at the Yarramundee property. The assessment investigated an array of nut varieties, and it concluded that a walnut crop would be best suited to the property's climate and soil.

Duxton Walnuts' strategic objective is to capitalise on its abundant water resources and suitable climate for walnut production by fully converting the land to its most productive use. Development of the walnut orchard has commenced, with 40 ha planted in 2023 (stage 1) and 105 ha planted in 2024 (stage 2). As at June 2025, 145 ha had been planted in aggregate.

7.2 Walnuts industry overview

(a) Background

Australian walnut production totalled approximately 12,000 metric tonnes (**MT**) in-shell in the year ending June 2024, with an estimated market value of \$72 million, of which approximately 90% was sold domestically.

Australia was a net importer of walnuts in 2024, having exported 992 MT of walnuts versus imports of 5,417 MT.

Australia's commercial walnut production is concentrated in Tasmania, Victoria, New South Wales and South Australia, with the Riverina region (New South Wales / Victoria) being a major hub. Walnuts are typically harvested from March through May in the southern hemisphere, providing counter cyclical supply to northern hemisphere markets, which generally harvest from August to October. This structural advantage has the effect of increasing demand from export markets and an overall positive impact on the industry.

(b) Global production and consumption.

The Australian walnut industry is relatively small compared to global producers China, the United States and Chile, which jointly account for approximately 84% of global production. Global walnut production in 2022/2023 amounted to nearly 1.2 million MT, kernel basis (2.6 million MT in shell basis), the largest volume of the past decade and more than double the crop size in 2012/2013.

The main exporters of walnuts are the United States with approximately 43% of global exports in the 2021 season, followed by Ukraine (approximately 11%) and Chile (approximately 10%). China accounts for only 6% exports, producing mainly for domestic consumption.

Global Walnut consumption increased by 21% from 2017 to 2021, with the largest consumer countries being China (41%), the United States (7%), and Turkey (5%). Global per capita consumption has also increased, from 0.125 kg per year in 2017 to 0.134 kg per year in 2021, a 7% increase over 4 years. Australian per capital walnut consumption averaged 0.3kg per year over the five years ending June 2022, more than twice global per capita consumption over the same period.

(c) Supply and Demand

The global walnut industry is shaped by a few dominant producers and steadily rising consumer demand. China and the United States account for the majority of global production, with China largely supplying its own domestic market, while the United States, particularly California, is the leading exporter. The sustainability of Californian supply is increasingly under pressure from water scarcity, regulatory constraints, and climate volatility, with Chile and Turkey having recently emerged as alternative exporters. As traditional producers face mounting challenges, there is a shift in attention toward stable growing regions with access to premium markets, efficient logistics and counter seasonal production.

Growing consumer demand for walnuts has been driven by a global pivot toward healthier eating, plant-based nutrition, and natural food products, with walnuts being particularly valued for their rich nutritional profile. Australia is uniquely positioned to take advantage of these trends, with counter seasonal harvest providing strong market access during Northern Hemisphere supply lulls, while its reputation for clean, safe, high-quality food enhances its competitiveness in the global market, particularly in Asia. As buyers increasingly prioritise traceability, quality, and reliability, Australia offers a compelling and strategic supply alternative to China, the United States, Chile and Turkey.

(d) Pricing

The most comparable global pricing indicator for Australian premium walnuts is Chilean Chandler walnuts and Californian Howard/Chandler walnuts. Chilean walnuts traded at \$6.60 per kg in February 2025, a 33% increase from the 12 month average price ending on December 2024.

California walnuts more than doubled in price from AUD \$2.52 per kg in December 2023 to AUD \$5.19 per kg in December 2024, and remained AUD \$5.16 per kg in February 2025 (based on average size pricing).

7.3 Duxton Walnuts' operations

In FY24, Duxton Walnuts divested its dairy herd and began converting the land to walnut production. Current operations focus on managing the 145 ha of orchard already established, alongside planning for future development stages. During the transition period and while the trees mature, Duxton Walnuts generates revenue through cropping activities and royalties from its on-site sand quarry.

7.4 Duxton Walnuts Board

As at the Last Practicable Date, the Duxton Walnuts Board comprised:

Name	Position
Simon Stone	Non-Executive Chairman
Benjamin Ferro	Independent Director
Derek Goullet	Executive Director

7.5 Senior management

Duxton Walnuts is led by a highly experienced management team.

As at the Last Practicable Date, Duxton Walnuts' executive management personnel comprised:

Name	Position	Biography
Derek Goullet	General Manager	Derek has been involved in horticulture his entire working life, growing up on a stone fruit orchard in Mildura and later transitioning into corporate farming operations following the completion of university where he gained his degree of agriculture. The majority of Derek's career has been spent working with Webster Limited where for 10 of the 13 years his role as General Manager of horticulture and operations oversaw the expansion of the business until its sale to Canadian pension fund PSP. Derek is currently employed with Duxton Walnuts as the General Manager of Nuts. In addition to responsibility for the planning, development and management of major projects including walnut orchard development and associated processing infrastructure, Derek provides services to Duxton Farms on behalf of Duxton Walnuts in respect of the planning, development and management of Duxton Farms Group's pistachio orchard development and associated processing infrastructure.
Jason Surrey	Farm Manager	Jason is a highly experienced Farm Manager with over 20 years in corporate agriculture. He began his career with a major arborist company, progressing to a leading hand role before purchasing and successfully managing his own arborist business. Jason then spent 12 years in the dairy industry, taking on key roles across herd management, dairy operations, and whole-farm management. In 2019, he was appointed Farm Manager of Duxton Walnuts, where he led the dairy operations. With an in-depth understanding of Duxton Walnuts' corporate history, Jason now brings his deep farming expertise to support its transition from dairy to walnut production. He plays a pivotal role in the conversion process and leads Duxton Walnuts' cropping operations.

7.6 External investment advisor

Duxton Capital is Duxton Walnuts' investment advisor pursuant to the terms of an investment advisory agreement between Duxton Capital and Duxton Walnuts dated 11 December 2023 (**DW IAA**). For further information on Duxton Capital see section 10.7.

Duxton Walnuts also receives accounting and administration services pursuant to the services agreement between Duxton Walnuts and Duxton Capital Services dated 11 December 2023 (**DW Services Agreement**).

Under the terms of the DW IAA, Duxton Walnuts retains Duxton Capital to provide advisory services including but not limited to:

- preparing business plans, budgets and variance analyses;
- maintaining oversight of management of Duxton Walnuts' assets;
- reviewing strategic proposals;

- management of appropriate hedging policies;
- engagement of senior management for the business;
- recommending and engaging on behalf of Duxton Walnuts any necessary additional valuers, accountants, auditors, solicitors, barristers and other accounting, financial or legal advisers and technical, commercial, marketing or other independent experts necessary;
- giving instruction in relation to acquisitions, developments, leases, variations and disposals of investments;
- recommending to Duxton Walnuts the payment of distributions to shareholders;
- coordinating satisfaction of debt finance covenants and other obligations
- preparing reports, papers and agendas for Duxton Walnuts;
- assisting Duxton Walnuts in developing its response to environmental, social and governance issues;
- assisting Duxton Walnuts in operating and managing bank accounts including payment of deposits and withdrawals;
- arranging the provision of corporate secretarial functions; and
- arranging for the provision of human resource services as requested.

An advisory fee is payable monthly by Duxton Walnuts to Duxton Capital for its services under the DW IAA. Section 10.7 provides a summary of the historical reported management fees paid by Duxton Walnuts under the terms of the DW IAA compared against the pro forma Merged Group management fees that would be payable by the Merged Group if the amendments to the Investment Management Agreement (including the management fee of 1.25% of PNAV) are approved and the internalisation takes place (see section 9.4 for further information).

If the Duxton Walnuts Scheme is Implemented, as part of Duxton Farms' proposed internalisation, both the DW IAA and the DW Services Agreement will be terminated. Duxton Walnuts will continue to be managed by Duxton Capital pursuant to the terms of Duxton Farms' Investment Management Agreement (irrespective of whether Duxton Farms Shareholders approve the proposed amendments to the Investment Management Agreement set out at section 9.4).

If the Duxton Walnuts Scheme is not implemented, both the DW IAA and DW Services Agreement will continue on their current terms, unless otherwise terminated by the parties.

7.7 Capital structure

As at the Last Practicable Date, Duxton Walnuts had 11,017,857 Duxton Walnuts Shares and 1,402,778 ordinary shares on issue. No other securities in Duxton Walnuts were on issue as at the Last Practicable Date.

7.8 Substantial shareholders

Duxton Walnuts Shareholders holding 5% or more of the Duxton Walnuts Shares as at the Last Practicable Date comprised:

Name	Number of Duxton Walnuts Shares	Percentage shareholding
Richard Anthony Magides	2,750,000	25.0%

Name	Number of Duxton Walnuts Shares	Percentage shareholding
Kensington Trust Singapore Limited UEN 201541575G	1,900,000	17.2%
Ironica Pty Ltd	1,430,768	13.0%
DDAF	1,263,737	11.5%
Duxton Capital Investments	945,242	8.6%
Grassy Meadows Pty Ltd	780,970	7.1%%

7.9 Duxton Walnuts Directors interests

(a) Duxton Walnuts

The interest of each Duxton Walnuts Director in the issued capital of Duxton Walnuts as at the Last Practicable Date is as follows:

Duxton Walnuts Director	Shareholding in Duxton Walnuts
Simon Stone	55,242 Duxton Walnuts Shares
Benjamin Ferro	1,430,768 Duxton Walnuts Shares
Derek Goulet	None

No Duxton Walnuts Director acquired or disposed of an interest in any Duxton Walnuts Shares in the four-month period ending on the date immediately before the date of this Scheme Book

(b) Merger Companies other than Duxton Walnuts

The interest of each Duxton Walnuts Director in the issued capital in each Merger Company other than Duxton Walnuts as at the Last Practicable Date comprised:

Duxton Walnuts Director	Merger Company Shares
Simon Stone	<ul style="list-style-type: none"> Duxton Bees - 600,000 Duxton Bees Shares Duxton Dried Fruits - 100,000 Duxton Dried Fruits Shares. Simon also has a 0.28% economic interest in Duxton Agricultural Holdings Trust, which holds 5,720,009 Duxton Dried Fruits Shares.
Benjamin Ferro	Duxton Bees – 250,000 Duxton Bees Shares
Derek Goulet	None

(c) Duxton Farms

The interest of each Duxton Walnuts Director in Duxton Farms Shares as at the Last Practicable Date comprised:

Duxton Walnuts Director	Duxton Farms Shares
Simon Stone	None
Ben Ferro	None
Derek Goulet	None

No Duxton Walnuts Director has acquired or disposed of an interest in any Duxton Farms Shares in the four-month period ending on the date immediately before the date of this Scheme Book

(d) Other interests in the outcome of the Duxton Walnuts Scheme

Benefits to Duxton Walnuts officers

Other than as disclosed in this Scheme Book, neither Duxton Farms nor any of its associates will be making any payment or giving any other benefit to any current Duxton Walnuts Director or any current officer or senior manager of Duxton Walnuts (or any of its Related Bodies Corporate) as compensation or consideration for, or otherwise in connection with their resignation from their office in Duxton Walnuts (or any of its Related Bodies Corporate) if the Duxton Walnuts Scheme becomes Effective.

Other agreements or arrangements in connection with or conditional on the outcome of the Duxton Walnuts Scheme

There is no other agreement or arrangement between a Duxton Walnuts Director and another person in connection with or conditional on the outcome of the Duxton Walnuts Scheme.

Interests of Duxton Walnuts Directors in contracts entered into by members of the Duxton Farms Group

Other than as disclosed in in this Scheme Book, no Duxton Walnuts Director has any interest in a contract entered into by Duxton Farms or any other member of the Duxton Farms Group.

Other benefits

Duxton Walnuts has entered into deeds of access, indemnity and insurance with the Duxton Walnuts Directors on customary terms. Such deeds include terms that provide for Duxton Walnuts to indemnify each of those officeholders against any liability which they may incur arising from, or in connection with, their position as an officer of Duxton Walnuts, to the extent permitted by law.

Duxton Walnuts also expects to, prior to the Effective Date, arrange for run off directors' and officers' liability insurance cover which will cover claims made up to seven years after the Implementation Date in respect of conduct or matters occurring on or before the Implementation Date, for the benefit of each individual who, immediately prior to the Implementation Date, is a person to whom the benefit of the insurance cover provided by Duxton Walnuts' directors' and officers' liability insurance immediately in effect prior to the Implementation Date extends.

7.10 Duxton Walnuts share sales

No Duxton Walnuts Shares have been sold in the 6 months immediately prior to the Last Practicable Date.

7.11 Duxton Walnuts Historical Financial Information

This section sets out the Duxton Walnuts Historical Financial Information which summarises certain historical financial information about Duxton Walnuts for the financial years ended 30 June 2022 (FY22), 30 June 2023 (FY23), 30 June 2024 (FY24) and the half-year ended 31 December 2024 (HY25).

The financial information in this section is a summary only and has been prepared and extracted for the purposes of this Scheme Book only.

As Duxton Walnuts is not a disclosing entity, a public company, a large proprietary company, a registered scheme, a registrable superannuation entity, or small proprietary company to which section 292(2) of the Corporations Act applies, it is not required to prepare annual financial reports under Part 2M.3 of the Corporations Act. On this basis, the Duxton Walnuts Historical Financial Information does not contain all the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act.

(a) Basis of preparation and presentation of the Duxton Walnuts Historical Financial Information

The Duxton Walnuts Historical Financial Information has been prepared in accordance with the recognition and measurement principles contained in the Accounting Standards and is presented on a stand-alone basis. Accordingly, it does not reflect any impact of the Implementation of the Duxton Walnuts Scheme.

The Duxton Walnuts financial statements upon which the Duxton Walnuts Historical Financial Information were prepared for:

- the years ended 30 June 2022, 30 June 2023 and 30 June 2024 were audited by PKF in accordance with the Australian Auditing Standards. PKF issued unqualified audit opinions on these financial statements; and
- the half-year ended 31 December 2024 and comparatives were reviewed by PKF. PKF issued unqualified review opinions on these half-year financial statements.

"Audited" financial statements have been subject to an independent audit by PKF in accordance with Australian Auditing Standards. This process provides a reasonable level of assurance being a high, though not absolute, level of assurance that the financial statements are free from material misstatement, whether due to fraud or error, and culminates in the expression of an audit opinion. In contrast, "reviewed" financial statements have been subject to a review comprising analytical procedures and enquiries. A review may bring significant matters affecting the financial statements to PKF's attention but does not provide assurance in this regard and does not provide all of the evidence that would be required in an audit. A review is substantially less in scope than an audit. Duxton Orchards Shareholders should consider the differing levels of assurance provided when reviewing the financial information presented.

(b) Duxton Walnuts Historical Statements of Cash Flows

The following table presents the historical statement of cash flows of Duxton Walnuts for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024, with comparatives.

It is important to note the historical statement of cash flows reflects revenue from Duxton Walnuts' discontinued dairy operations which ceased effective 30 June 2024.

Table 7 - Duxton Walnuts Historical Statement of Cash Flows

A\$'000	Audited FY22	Audited FY23	Audited FY24	Reviewed HY25	Reviewed HY24
Cash flows from operating activities					
Receipts from customers	4,956	4,962	5,062	817	2,604
Payments to suppliers and employees	(4,750)	(5,091)	(3,904)	(1,525)	(3,011)
Interest Received	1	3	1	-	1
Fuel Tax Credits	42	38	38	-	23
Other receipts	28	62	148	70	81
Interest Paid	(1)	(65)	(415)	(238)	(208)
Net cash used in operating activities	306	(91)	932	(876)	(511)
Cash flows from investing activities					

Purchase of property, plant and equipment	(517)	(1,536)	(2,600)	(1,649)	(840)
Payment for investments - Land & Buildings	(268)	(40)	(33)	-	-
Proceeds from sale of property, plant and equipment	41	-	23	43	-
Purchase of water entitlements	(279)	-	(4)	-	-
Net Purchase of livestock	(504)	(746)	(333)	-	(473)
Net cash used in investing activities	(1,528)	(2,322)	(2,948)	(1,606)	(1,313)
Cash flows from financing activities					
Proceeds from borrowings	3,451	1,302	2,200	2,685	1,900
Repayment of borrowings	(41)	(103)	(130)	(91)	(70)
Buyback of shares	(3,000)	-	-	-	-
Proceeds from issue of shares	1,125	-	-	-	-
Net cash provided by financing activities	1,535	1,199	2,070	2,594	1,830
Net increase in cash and cash equivalents	314	(1,214)	55	112	6
Cash and cash equivalents at beginning of period	1,342	1,657	434	499	444
Cash and cash equivalents at end of period	1,657	434	499	611	450

(c) Duxton Walnuts Historical Profit and Loss Statements

The following table presents the historical statement of profit or loss and other comprehensive income of Duxton Walnuts for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024, with comparatives.

It is important to note the profit and loss statement reflects revenue from Duxton Walnuts' discontinued dairy operations which ceased effective 30 June 2024 and resulting disposal of livestock from FY22 to 1H25 no longer used in Duxton Walnuts' operations.

Table 8 - Duxton Walnuts Historical Profit and Loss Statement

	Audited	Audited	Audited	Reviewed	Reviewed
A\$'000	FY22	FY23	FY24	HY25	HY24
Revenue					
Milk Sales	3,510	4,348	3,249	-	1,880
Other Income	448	192	401	519	153

Net Revenue	3,958	4,539	3,651	519	2,033
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Livestock

Livestock Purchases	(502)	(746)	(333)	-	(333)
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Livestock Sales	996	543	543	219	237
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Livestock Sales Cost	-	(49)	(87)	(14)	(13)
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Livestock Fair Value	(464)	(248)	(1,453)	(194)	(21)
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Net Livestock	29	(451)	(631)	11	(130)
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Expenses

Depreciation and Amortisation	(219)	(243)	(301)	(162)	(151)
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Employee Benefits	(1,092)	(1,015)	(1,047)	-	-
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Finance Expenses	(73)	(198)	(467)	(271)	(242)
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Impairment of Structures	-	(359)	(199)	-	-
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Livestock Expenses	(1,748)	(2,267)	(1,820)	-	-
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Cropping Expenses	-	-	(311)	-	-
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Occupancy Expenses	(291)	(293)	-	-	-
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Administration Fees	(350)	(467)	(475)	(491)	(383)
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Overhead Expenses	(565)	(273)	(465)	(780)	(1,858)
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Repairs and Maintenance Expenses	-	(478)	(504)	-	-
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Total Expenses	(4,338)	(5,562)	(5,590)	(1,704)	(2,634)
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Loss before income tax	(595)	(1,474)	(2,570)	(1,174)	(731)
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Income tax benefit (expense)	128	(305)	895	352	219
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Loss for the year	(467)	(1,779)	(1,675)	(822)	(512)
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Other comprehensive income, net of income tax					
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Items that will not be reclassified to profit or loss:

Property revaluations	1,875	2,146	1,987	285	-
Total comprehensive income/(loss) for the period	1,407	368	312	(537)	(512)

(d) Duxton Walnuts Historical Statements of Financial Position

The following table presents the historical statement of financial position of Duxton Walnuts as at 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024.

It is important to note the historical statement of financial position reflects assets and liabilities in FY 22 to FY24 arising from Duxton Walnuts' discontinued dairy operations which ceased effective 30 June 2024 and resulting reduction of the livestock herd from FY22 to FY25 no longer used in Duxton Walnuts' operations.

Table 9 - Duxton Walnuts Historical Statement of Financial Position

Statement of Financial Position

A\$'000	Audited Jun-22	Audited Jun-23	Audited Jun-24	Reviewed Dec-24
Current assets				
Cash and cash equivalents	1,656	444	499	611
Trade and other receivables	210	642	77	58
Inventory Livestock	704	780	355	273
Other current assets	404	259	23	36
Total current assets	2,974	2,126	953	978
Non current assets				
Livestock	1,962	1,715	261	68
Property, plant and equipment	1,054	2,371	19,780	21,444
Intangible assets	1,290	1,290	1,290	1,290
Investment properties	12,678	15,387	-	-
Total non current assets	16,984	20,762	21,331	22,802
Total assets	19,958	22,888	22,285	23,780
Current liabilities				
Trade and other payables	544	665	557	183
Borrowings	3,000	4,108	2,400	4,869
Equipment finance	84	121	115	185

Provisions	-	-	60	70
Total current liabilities	3,628	4,895	3,132	5,307
Non current liabilities				
Borrowings	92	92	4,000	4,000
Equipment finance	347	418	250	334
Deferred tax	1,356	2,580	2,537	2,307
Provisions	-	-	7	9
Total non current liabilities	1,795	3,090	6,794	6,650
Total liabilities	5,422	7,985	9,927	11,957
Net assets	14,535	14,903	12,358	11,822
Shareholder's equity				
Share capital	1,212	11,212	11,212	11,212
Reserves	2,949	5,096	4,227	4,512
Retained earnings	374	(1,405)	(3,080)	(3,902)
Total shareholder's equity	14,535	14,903	12,358	11,822

(e) Management Discussion and Analysis

Refer to section 10.10 for management discussion and analysis of the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information, which includes the Duxton Walnuts Historical Financial Information.

(f) Material changes in financial position

Within the knowledge of the Duxton Walnuts Board, as at the Last Practicable Date, the financial position of Duxton Walnuts has not materially changed since 30 June 2024, being the latest date of the statement of financial position for Duxton Walnuts as disclosed in its audited financial statements for the year ending 30 June 2024 other than set out in this section 7.11(f).

Since 30 June 2024, Duxton Walnuts has ceased all dairy operations and commenced development of a greenfield walnut project. This marks a significant shift in DDC's asset base and operating model. Material movements in the financial position include:

- **Cash:** Decreased from \$0.50 million to \$0.12 million, reflecting development-related outflows.
- **Property Plant and Equipment (PPE):** Increased from \$19.78 million to \$21.90 million due to capitalised orchard development and revaluation of agricultural assets.
- **Trade and Other Payables:** Reduced from \$0.56 million to \$0.16 million, in line with the wind-down of dairy operations and working capital timing.

- **Current Borrowings:** Increased from \$2.40 million to \$5.87 million to fund early-stage walnut development.
- **Deferred Tax Liability:** increasing in line with the PPE revaluation.
- **Retained earnings:** decreased by \$2m due to operating losses resulting from change of business use.

7.12 Duxton Walnuts Directors' intentions

If the Duxton Walnuts Scheme is Implemented, Duxton Farms will acquire and control Duxton Walnuts. As Duxton Farms may reconstitute the Duxton Walnuts Board, it is not possible for all Duxton Walnuts Directors to provide a statement of their intention after the Duxton Walnuts Scheme is Implemented.

It is for the board of the Merged Group to determine its intentions as to:

- the continuation of the business of Duxton Walnuts;
- any major changes, if any, to be made to the business of Duxton Walnuts, including any redeployment of fixed assets of Duxton Walnuts; and
- the future employment of the present employees of Duxton Walnuts.

Duxton Farms' current intention is that the Merged Group will undertake a detailed strategic review of the business following Implementation in order to develop a broader growth strategy and business plan. Section 10 provides an indication of the nature of growth opportunities that the Merged Group expects to have.

If the Duxton Walnuts Scheme is not Implemented, the Duxton Walnuts Directors intend to continue to operate Duxton Walnuts in the ordinary course of business.

7.13 Publicly available information about Duxton Walnuts

As an unlisted proprietary company, Duxton Walnuts is not required to comply with ASX's continuous disclosure policy.

Information disclosed to ASX by Duxton Farms is available on ASX's website at www.asx.com.au and Duxton Farms' website at <https://www.duxtonfarms.com/>. Further, copies of documents lodged with ASIC by Duxton Farms may be obtained from an ASIC office or ASIC's website at www.asic.gov.au.

8. Information about Duxton Dried Fruits

8.1 About Duxton Dried Fruits

Duxton Dried Fruits is one of Australia's largest producers of dried fruits, with a total of approximately 603 ha of vineyard plantings in the Sunraysia region of Victoria and New South Wales.

The business was established in 2017 with the acquisition of a greenfield vineyard asset in Euston, New South Wales, which was followed by the acquisition of a brownfield vineyard asset in Wemen, Victoria. From 2018 to 2020, Duxton Dried Fruits planted out the Euston vineyard over three stages, with minor additions and replanting at the Wemen vineyard in 2022 and 2023.

Both the Euston and Wemen vineyard assets are now fully planted, and Duxton Dried Fruits is currently at approximately 60% of its full production potential, with the majority of greenfield development targeted to reach maturity over the next five years.

Duxton Dried Fruits produced 2,199 tonnes of dried grapes in FY24, representing approximately 18% of national production, which increased by 68% to 3,700 tonnes in FY25. Production is expected to continue increasing in future years as greenfield vineyard plantings reach maturity.

The Australian dried fruit industry is in a significant supply and demand imbalance, with up to 20,000 tonnes of product being imported each year. Already being one of Australia's largest dried fruit producers with a nationally significant footprint, Duxton Dried Fruits is well positioned to capitalise on this imbalance and further consolidate its position in the industry.

8.2 Dried Fruits industry overview

(a) Overview

Dried grapes (sultanas/raisins) are a segment of the Australian viticultural industry along with wine grapes and table grapes. Australia's dried grape sector produces around 10,000 tonnes annually, with the majority being used for domestic consumption. Despite having a reasonably large production base and a reputation in the global market for high quality exports, Australia is a net importer of dried grapes, which largely come from Turkey.

Dried grapes are largely produced primarily for the snack food market, but also have uses in cooking, baking and winemaking, where they can be used to create fortified wines. Production is highly specialised, with a focus on maintaining high quality standards for both domestic and international markets. Growers typically prefer red grapes over white grapes for table and dried grape production due to consumer perception of relative health benefits. Farmers that supply grapes to dried fruit processors tend to be concentrated in the Barossa Valley region of South Australia and the Sunraysia region of Victoria.

(b) Key Markets

Australian dried fruit growers largely supply large food processors. These entities then sell on to wholesalers, supermarkets and export markets.

This market has maintained consistent popularity as consumer preference shifts towards convenience and perceived health benefits, although some consumers shy away from overly processed fruit products.

(c) Dried Fruit Production

The high quality of Australia's dried grapes, and characteristics such as flavour, size, colour, and adherence to rigorous food safety standards command some of the highest price premiums in the world.

For the financial year ending June 2024, Australia's dried grape production was valued as \$19.5 million, after producing 9,745 tonnes (approximately \$2,000 per tonne).

Australia is a net importer of dried grapes, importing 23,229 tonnes in the financial year ending June 2024, equating to a wholesale value of \$61.5 million (approximately \$2,648 per tonne).

The majority of Australian dried grapes goes towards local supply (approximately 69% in 2024), with the balance mainly sent to export markets.

The different growing regions do not provide for an extended harvest window, with dried grapes harvested between February and April, but it can be furthered by controlled atmosphere storage technologies.

(d) Operating conditions

Due to years of drought and high-water prices experienced from 2018 to 2020, as well as mechanisation and competition from the wine grape/table grape sectors, the dried fruit industry has witnessed a shift to large corporations accounting for most of the production, as individual

growers exit the industry. There are now an estimated 300 to 400 dried fruit growers in Australia, compared to the 2,000 to 3,000 producers in the 1990s.

Challenging growing conditions in recent years coupled with increasing input costs have resulted in reduced farmgate returns, leading to a number of producers ceasing to irrigate vineyards and exiting the industry, or converting to higher value crops.

(e) Main dried grape varieties

Australia's dried grape production is heavily concentrated in five varieties, with sun muscat and sultana comprising 69% of production.

8.3 Duxton Dried Fruits' operations

As a farmgate producer, Duxton Dried Fruits focuses solely on the cultivation and harvesting of dried grapes, without engaging in value-added processes. The harvesting method is predominantly mechanised and seasonal, involving a two-stage process of slashing (cutting and wetting) followed by machine harvesting.

Duxton Dried Fruits specialises in the production of eight varieties of dried grapes, with a significant focus on Sun muscat and Sultana, which together, account for over a third of the company's production.

Duxton Dried Fruits' principal activities are supported by offtake agreements with the two large industry processors ensuring a revenue stream for the business together with assisting to mitigate risks associated with having one key purchaser of 100% of harvested products.

8.4 Duxton Dried Fruits Board

As at the Last Practicable Date, the Duxton Dried Fruits Board comprised:

Name	Position
Edouard (Ed) Peter	Non-Executive Chairman
Stephen Duerden	Non-Executive Director
Andrew Lord	Non-Executive Director
Andrew (Jamie) Bartlett	Non-Executive Director

8.5 Senior management

Duxton Dried Fruits is led by a highly experienced management team.

As at the Last Practicable Date, Duxton Dried Fruits' executive management personnel comprised:

Name	Position	Biography
Nathan Walker	General Manager	Nathan has been working in agriculture since 2008. He started his career on the property he grew up on, Tumut Grove Citrus, before moving to Advinco Farms where he was quickly promoted to irrigation manager. Nathan has been with Duxton Dried Fruits since November 2018.
Mark Leuhman	Farm Manager	Mark is the Farm Manager at Duxton Dried Fruits' Wemen property, having been with Duxton Dried Fruits since its inception in 2017. Mark has over 17 years of experience

Name	Position	Biography
		in the dried fruits industry and holds two Certificate IIIs in horticulture and agriculture.
Michael Rayner	Operations Manager	Michael is the Operations Manager at Duxton Dried Fruits' Euston property and joined the company in 2022. Michael has over 18 years' experience in the horticultural industry, most of which was spent with Advinco Farms where he worked up from Apprentice to Assistant Manager.

8.6 External investment advisor

Duxton Capital is Duxton Dried Fruits' investment advisor pursuant to the terms of an investment advisory agreement between Duxton Capital and Duxton Dried Fruits dated 11 December 2023 (**DDF IAA**). For further information on Duxton Capital see section 10.7.

Duxton Dried Fruits also receives accounting and administration services pursuant to the services agreement between Duxton Dried Fruits and Duxton Capital Services dated 11 December 2023 (**DDF Services Agreement**). A services fee is payable monthly by Duxton Dried Fruits to Duxton Capital Services for its services under the DDF Services Agreement.

Under the terms of the DDF IAA, Duxton Dried Fruits retains Duxton Capital to provide advisory services including but not limited to:

- preparing business plans, budgets and variance analyses;
- maintaining oversight of management of Duxton Dried Fruits' assets;
- reviewing strategic proposals;
- management of appropriate hedging policies;
- engagement of senior management for the business;
- recommending and engaging on behalf of Duxton Dried Fruits any necessary additional valuers, accountants, auditors, solicitors, barristers and other accounting, financial or legal advisers and technical, commercial, marketing or other independent experts necessary;
- giving instruction in relation to acquisitions, developments, leases, variations and disposals of investments;
- recommending to Duxton Dried Fruits the payment of distributions to shareholders;
- coordinating satisfaction of debt finance covenants and other obligations
- preparing reports, papers and agendas for Duxton Dried Fruits;
- assisting Duxton Dried Fruits in developing its response to environmental, social and governance issues;
- assisting Duxton Dried Fruits in operating and managing bank accounts including payment of deposits and withdrawals;
- arranging the provision of corporate secretarial functions; and
- arranging for the provision of human resource services as requested.

An advisory fee is payable monthly by Duxton Dried Fruits to Duxton Capital for its services under the DDF IAA. Section 10.7 provides a summary of the historical reported management fees paid by Duxton Dried Fruits under the terms of the DDF IAA compared against the pro forma Merged Group management fees that would be payable by the Merged Group if the amendments to the Investment Management Agreement (including the management fee of 1.25% of PNAV) are approved and the internalisation takes place (see section 9.4 for further information).

If the Duxton Dried Fruits Scheme is Implemented, as part of Duxton Farms' proposed internalisation, both the DDF IAA and DDF Services Agreement will be terminated. Duxton Dried Fruits will continue to be managed by Duxton Capital pursuant to the terms of Duxton Farms' Investment Management Agreement (irrespective of whether Duxton Farms Shareholders approve the proposed amendments to the Investment Management Agreement set out at section 9.4).

If the Duxton Dried Fruits Scheme is not Implemented, both the DDF IAA and DDF Services Agreement will continue on their current terms, unless otherwise terminated by the parties.

8.7 Capital structure

As at the Last Practicable Date, Duxton Dried Fruits had 52,902,725 Duxton Dried Fruits Shares and 3,565,016 ordinary shares on issue. No other securities in Duxton Dried Fruits were on issue as at the Last Practicable Date.

8.8 Substantial shareholders

Duxton Dried Fruits Shareholders holding 5% or more of the Duxton Dried Fruits Shares as at the Last Practicable Date comprised:

Duxton Dried Fruits Shareholders	Number of Duxton Dried Fruits Shares	Percentage shareholding	Percentage shareholder (without the Excluded Shareholder)
Duxton Farms ³⁴	9,752,940	18.4%	N/A
Duxton Agricultural Holdings Pty Ltd	5,720,009	10.8%	13.3%
Friday Investments Pty Ltd	5,000,000	9.5%	11.6%
DDAF	3,785,168	7.2%	8.8%
Sherbrook & Co Pty Ltd	2,750,000	5.2%	6.4%
Citicorp Nominees Pty Ltd	2,563,772	4.8%	5.9%
Golden Dried Fruits 2 Pty Ltd	2,514,800	4.8%	5.8%
Washington H Soul Pattinson and Company Limited	2,370,300	4.5%	5.5%
HLB Private Wealth Nominees (Wollongong) Pty Ltd	2,175,000	4.1%	5.0%

³⁴ Duxton Farms is an Excluded Shareholder and therefore is not eligible to vote at the scheme meeting in respect of the Duxton Dried Fruits Scheme.

8.9 Duxton Dried Fruits Directors interests

(a) Duxton Dried Fruits

The interest of each Duxton Dried Fruits Director in the issued capital of Duxton Dried Fruits as at the Last Practicable Date comprised:

Duxton Dried Fruits Director	Shareholding in Duxton Dried Fruits
Ed Peter	Ed Peter has an interest in 1,973,704 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits. This comprises a 92.42% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits and the balance of the Duxton Dried Fruits Shares held by other Ed Peter Entities. ³⁵
Stephen Duerden	Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits ³⁶
Andrew Lord	4,041,552 Duxton Dried Fruits Shares. Andrew also has a 4.7% economic interest in Duxton Agricultural Holdings Trust which holds 5,720,009 Duxton Dried Fruits Shares ³⁷
Jamie Bartlett	5,000,000 Duxton Dried Fruits Shares ³⁸

On 1 July 2025, all A class preference shares in the issued capital of Duxton Dried Fruits were automatically reclassified as Duxton Dried Fruits Shares under the terms of the constitution of Duxton Dried Fruits. Other than as a result of the reclassification of A class preference shares as Duxton Dried Fruits Shares, no Duxton Dried Fruits Director acquired or disposed of an interest in any Duxton Dried Fruits Shares in the four-month period ending on the date immediately before the date of this Scheme Book.

(b) Merger Companies other than Duxton Dried Fruits

The interest of each Duxton Dried Fruits Director in the issued capital in each Merger Company other than Duxton Dried Fruits as at the Last Practicable Date is as follows:

Duxton Dried Fruits Director	Merger Company Shares
Ed Peter	<ul style="list-style-type: none"> Duxton Bees - Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 537,323 Duxton Bees Shares and 826,944 ordinary shares in Duxton Bees³⁹ Duxton Walnuts - Ed Peter has an interest in 1,022,166 Duxton Walnuts Shares and 1,402,778

³⁵ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 3,785,168 Duxton Dried Fruits Shares. Ed also has a 10.51% economic interest in Duxton Agricultural Holdings Trust which holds 5,720,009 Duxton Dried Fruits Shares and an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

³⁶ In addition, Stephen Duerden has an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

³⁷ Each Duxton Dried Fruits Director has agreed to vote all Duxton Dried Fruits Shares in which they have a Relevant Interest in favour of the Duxton Dried Fruits Scheme. Out of the Duxton Dried Fruits Shares in which Andrew Lord has an interest, he does not have a Relevant Interest in 4,041,552 of them and therefore is not obliged to procure that they are voted in favour of the Duxton Dried Fruits Scheme.

³⁸ Each Duxton Dried Fruits Director has agreed to vote all Duxton Dried Fruits Shares in which they have a Relevant Interest in favour of the Duxton Dried Fruits Scheme. Out of the 5,000,000 Duxton Dried Fruits Shares in which Jamie Bartlett has an interest, he does not have a Relevant Interest in any of them and therefore is not obliged to procure that they are voted in favour of the Duxton Dried Fruits Scheme.

³⁹ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 2,041,177 Duxton Bees Shares. Ed also has an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

Duxton Dried Fruits Director	Merger Company Shares
	<p>ordinary shares in Duxton Walnuts. This comprises a 92.42% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts and the balance of the Duxton Walnuts Shares held by the other Ed Peter Entities.⁴⁰</p> <ul style="list-style-type: none"> • Duxton Orchards - Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards.⁴¹
Stephen Duerden	<ul style="list-style-type: none"> • Duxton Bees - Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 5,537,323 Duxton Bees Shares and 826,944 ordinary shares in Duxton Bees⁴² • Duxton Walnuts - Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts • Duxton Orchards - Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards
Andrew Lord	Duxton Walnuts – 274,974 Duxton Walnuts Shares ⁴³
Jamie Bartlett	Duxton Orchards – 1,000,000 Duxton Orchards Shares ⁴⁴

(c) Duxton Farms

The interest of each Duxton Dried Fruits Director in Duxton Farms Shares as at the Last Practicable Date is as follows:

Duxton Dried Fruits Director	Duxton Farms Shares
Ed Peter	Ed Peter has an interest in 10,644,466 Duxton Farms Shares. This comprises 306,000 Duxton Farms Shares held directly by Ed Peter, a 92.42% economic interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by the other Ed Peter Entities.
Stephen Duerden	Stephen Duerden has an interest in 410,088 Duxton Farms Shares. This comprises a 7.58% interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by entities associated with Stephen Duerden.
Andrew Lord	None
Jamie Bartlett	None

In the four-month period ending on the date immediately before the date of this Scheme Book:

⁴⁰ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,263,737 Duxton Walnuts Shares.

⁴¹ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,764,706 Duxton Orchards Shares.

⁴² In addition, Stephen has an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

⁴³ Out of the 274,974 Duxton Walnuts Shares in which Andrew Lord has an interest, he does not have a Relevant Interest in any of them.

⁴⁴ Out of the 1,000,000 Duxton Orchards Shares in which Jamie Bartlett has an interest, he does not have a Relevant Interest in any of them.

- entities associated with Ed Peter acquired 1,702,422 Duxton Farms Shares in connection with his participation in the Dividend Reinvestment Plan in respect of the dividend announced by Duxton Farms on 26 June 2025. Ed also acquired a further 28,380 Duxton Farms Shares directly and indirectly pursuant to on-market trades;
- by virtue of Duxton Capital Investments' participation in the Dividend Reinvestment Plan, Stephen Duerden acquired a 7.58% economic interest in 64,443 Duxton Farms Shares issued under the Dividend Reinvestment Plan; and
- no other Duxton Dried Fruits Director has acquired or disposed of an interest in any Duxton Farms Shares.

(d) Other interests in the outcome of the Duxton Dried Fruits Scheme

Benefits to Duxton Dried Fruits officers

Other than as disclosed in this Scheme Book, neither Duxton Farms nor any of its associates will be making any payment or giving any other benefit to any current Duxton Dried Fruits Director or any current officer or senior manager of Duxton Dried Fruits (or any of its Related Bodies Corporate) as compensation or consideration for, or otherwise in connection with their resignation from their office in Duxton Dried Fruits (or any of its Related Bodies Corporate) if the Duxton Dried Fruits Scheme becomes Effective.

Other agreements or arrangements in connection with or conditional on the outcome of the Duxton Dried Fruits Scheme

Other than as disclosed in this Scheme Book, there is no other agreement or arrangement between a Duxton Dried Fruits Director and another person in connection with or conditional on the outcome of the Duxton Dried Fruits Scheme, other than the issue of Duxton Farms Shares to Ed Peter pursuant to the EP Placement, as discussed in the section entitled "Underwriting of Duxton Farms Placement and shareholder approval risk" in section 11.4 and section 13.2.

Interests of Duxton Dried Fruits Directors in contracts entered into by members of the Duxton Farms Group

Other than as disclosed in in this Scheme Book, no Duxton Dried Fruits Director has any interest in a contract entered into by Duxton Farms or any other member of the Duxton Farms Group other than Ed Peter and Stephen Duerden in connection with the Investment Management Agreement as discussed in section 9.8(e).

Other benefits

Duxton Dried Fruits has entered into deeds of access, indemnity and insurance with the Duxton Dried Fruits Directors on customary terms. Such deeds include terms that provide for Duxton Dried Fruits to indemnify each of those officeholders against any liability which they may incur arising from, or in connection with, their position as an officer of Duxton Dried Fruits, to the extent permitted by law.

Duxton Dried Fruits also expects to, prior to the Effective Date, arrange for run off directors' and officers' liability insurance cover which will cover claims made up to seven years after the Implementation Date in respect of conduct or matters occurring on or before the Implementation Date, for the benefit of each individual who, immediately prior to the Implementation Date, is a person to whom the benefit of the insurance cover provided by Duxton Dried Fruits' directors' and officers' liability insurance immediately in effect prior to the Implementation Date extends.

8.10 Duxton Dried Fruits share sales

No Duxton Dried Fruits Shares have been sold in the 6 months immediately prior to the Last Practicable Date.

8.11 Duxton Dried Fruits Historical Financial Information

This section sets out the Duxton Dried Fruits Historical Financial Information which summarises certain historical financial information about the Duxton Dried Fruits Group for the financial years ended 30 June 2022 (FY22), 30 June 2023 (FY23), 30 June 2024 (FY24) and the half-year ended 31 December 2024 (HY25).

The financial information set out in this Section is a summary only and has been prepared and extracted for the purposes of this Scheme Book only.

As Duxton Dried Fruits is not a disclosing entity, a public company, a large proprietary company, a registered scheme, a registrable superannuation entity or small proprietary company to which section 292(2) of the Corporations Act applies, it is not required to prepare annual financial reports under Part 2M.3 of the Corporations Act. On this basis, the Duxton Dried Fruits Historical Financial Information does not contain all the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act.

(a) Basis of preparation and presentation of the Duxton Dried Fruits Historical Financial Information

The Duxton Dried Fruits Historical Financial Information has been prepared in accordance with the recognition and measurement principles contained in the Accounting Standards and is presented on a stand-alone basis. Accordingly, it does not reflect any impact of the Implementation of the Duxton Dried Fruits Scheme.

The Duxton Dried Fruits consolidated financial statements on which the Duxton Dried Fruits Historical Financial Information were prepared for:

- the years ended 30 June 2022, 30 June 2023 and 30 June 2024 were audited by Grant Thornton in accordance with the Australian Auditing Standards. Grant Thornton issued unqualified audit opinions on these financial statements; and
- the half years ended 31 December 2024 and comparatives were reviewed by Grant Thornton and Grant Thornton issued unqualified review opinions on these half year financial statements.

"Audited" financial statements have been subject to an independent audit by Grant Thornton in accordance with Australian Auditing Standards. This process provides a reasonable level of assurance being a high, though not absolute, level of assurance that the financial statements are free from material misstatement, whether due to fraud or error, and culminates in the expression of an audit opinion. In contrast, "reviewed" financial statements have been subject to a review comprising analytical procedures and enquiries. A review may bring significant matters affecting the financial statements to Grant Thornton's attention but does not provide assurance in this regard and does not provide all of the evidence that would be required in an audit. A review is substantially less in scope than an audit. Duxton Orchards Shareholders should consider the differing levels of assurance provided when reviewing the financial information presented.

(b) Duxton Dried Fruits Historical Statements of Cash Flows

The following table presents the historical consolidated statement of cash flows of the Duxton Fruits Group for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024 with comparatives.

It is important to note the historical consolidated statement of cash flows reflects that Duxton Dried Fruits cash flows were significantly impacted in FY23 by the 2022-23 flooding season in the Murray Darling Basin.

Table 10 - Duxton Dried Fruits Historical Statement of Cash Flows

A\$'000	Audited FY22	Audited FY23	Audited FY24	Reviewed HY25	Reviewed HY24
Cash flows from operating activities					
Receipts from customers	3,035	3,099	3,195	3,026	252
Payments to suppliers and employees	(2,699)	(4,431)	(7,228)	(3,798)	(771)
Purchase of temporary water allocations	(723)	(359)	(192)	(53)	(173)
Proceeds from disposal of temporary water allocations	92	30	-	-	-
Government rebates	-	75	-	-	-
Other Income	42	8	-	20	10
Net cash used in operating activities	(253)	(1,578)	(4,225)	(805)	(682)
Cash flows from investing activities					
Purchase of property, plant and equipment	(7,526)	(7,457)	(7,066)	(3,015)	(3,585)
Proceeds from disposal of plant & equipment	15	6	81	-	-
Net cash used in investing activities	(7,511)	(7,451)	(6,985)	(3,015)	(3,585)
Cash flows from financing activities					
Proceeds from issue of share capital	7,110	-	7,078	3,956	4,328
Loan from Duxton Farms Ltd	-	-	-	-	2,500
Proceeds from borrowings	1,068	10,735	6,631	1,203	666
Repayment of borrowings	(219)	(702)	(1,280)	(1,280)	(353)
Interest paid	(267)	(733)	(1,341)	(827)	(699)
Interest received	-	1	4	1	3
Net cash provided by financing activities	7,691	9,300	11,092	3,053	6,445
Net increase in cash and cash equivalents	(73)	272	(118)	(767)	2,178
Cash and cash equivalents at beginning of period	345	272	544	426	544
Cash and cash equivalents at end of period	272	544	426	(341)	2,722

(c) Duxton Dried Fruits Historical of Profit and Loss Statements

The following table presents the historical consolidated statement of profit or loss and other comprehensive income of the Duxton Dried Fruits Group for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024 with comparatives.

It is important to note the historical consolidated statement of profit or loss reflects that Duxton Dried Fruits revenue was significantly impacted in FY23 by the 2022-23 flooding season in the Murray Darling Basin.

Table 11 - Duxton Dried Fruits Historical Profit and Loss Statements

	Audited	Audited	Audited	Reviewed	Reviewed
A\$'000	FY22	FY23	FY24	HY25	HY24
Revenue	4,652	758	5,504	8	-
Cost of sales	(5,445)	(4,606)	(6,769)	-	1
Gross profit	(793)	(3,848)	(1,265)	8	1
Other income	43	160	81	25	10
Overhead expenses	(870)	(683)	(1,244)	(317)	(370)
Other expenses	(4,699)	(3,563)	(6,619)	-	-
Finance expenses	<u>(304)</u>	<u>(836)</u>	<u>(1,426)</u>	<u>(920)</u>	<u>(702)</u>
	(5,830)	(4,922)	(9,208)	(1,212)	(1,062)
Profit/(Loss) before income tax	(6,623)	(9,158)	(10,473)	(1,204)	(1,061)
Income tax benefit (expense)	1,648	2,291	2,566	302	263
Loss for the year	(4,975)	(6,867)	(7,907)	(902)	(798)
Other comprehensive income, net of income tax					
Items that will not be reclassified to profit or loss:					
Gain/(Loss) on revaluation of vineyards and buildings net of tax	55	(1648)	969	-	-

Total comprehensive income/(loss) for the period	(4,920)	(8,515)	(6,938)	(902)	(798)
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(d) Duxton Dried Fruits Historical Statements of Financial Position

The following table presents the historical consolidated statements of financial position of the Duxton Dried Fruits Group as at 30 June 2022, 30 June 2023, 30 June 2024 and the half-year ended 31 December 2024.

It is important to note the historical consolidated statement of financial position reflects that Duxton Dried Fruits FY23 operations were significantly impacted by the 2022-23 flooding season in the Murray Darling Basin.

Table 12 - Duxton Dried Fruits Historical Statement of Financial Position

Summary balance sheet

	Audited	Audited	Audited	Reviewed
A\$'000	Jun-22	Jun-23	Jun-24	Dec-24
Current assets				
Cash and cash equivalents	272	554	426	-
Trade and other receivables	1,760	551	3,104	82
Biological Assets	823	-	-	3,930
Other current assets	326	180	485	399
Total current assets	3,181	1,275	4,015	4,411
Non current assets				
Property, Plant and equipment	35307	36,628	37,785	39,392
Right of use asset	784	739	415	292
Deferred Tax Asset	1,821	4,103	6,347	6,650
Other non-current assets	6	8	2	-
Total non current assets	37,918	41,478	44,549	46,334
Total assets	41,099	42,753	48,564	50,745
Current liabilities				
Trade and other payables	1,254	1,316	1,824	703
Provisions	67	105	133	159
Borrowings	9,367	875	1,384	25,230

Lease liability	343	414	245	198
Total current liabilities	11,031	2,710	3,586	26,290
Non current liabilities				
Provisions	33	22	18	12
Borrowings	1,514	20,129	25,048	1,555
Lease liability	451	337	180	102
Total non current liabilities	1,998	20,448	25,246	1,669
Total liabilities	13,029	23,198	28,832	27,959
Net assets	28,070	19,555	19,732	22,786
Shareholder's equity				
Share capital	33,243	33,243	40,358	44,314
Reserves	2,995	3,022	3,991	3,991
Retained earnings	(8,168)	(16,710)	(24,617)	(25,519)
Total shareholder's equity	28,070	19,555	19,732	22,786

(e) Management Discussion and Analysis

Refer to section 10.10 for management discussion and analysis of the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information, which includes the Duxton Walnuts Historical Financial Information.

(f) Material changes in financial position

Within the knowledge of the Duxton Dried Fruits Board, as at the Last Practicable Date, the financial position of the Duxton Dried Fruits Group has not materially changed since 30 June 2024, being the latest date of the statement of financial position for Duxton Dried Fruits as disclosed in its audited financial statements for the year ending 30 June 2024, other than set out in this section 8.11(f).

Since 30 June 2024, Duxton Dried Fruits has completed a successful harvest cycle, generating an operating profit for the period. This result reflects both favourable seasonal conditions and effective operational execution.

Key movements in Duxton Dried Fruits' financial position since the last audited accounts include:

- **Biological Assets:** Recognition of approximately \$1.0 million in biological assets, reflecting the growth and maturation of the current planting cycle in accordance with AASB 141.
- **Trade Receivables:** Trade receivables have decreased to approximately \$0.5 million, primarily due to early settlement of accounts by key customers during the post-balance date period.

- **Cash and Borrowings:** The improved cash position resulting from harvest proceeds and early receivables collections has enabled a reduction in borrowings to \$21.6 million.
- **Equity Raising:** In addition, Duxton Dried Fruits completed a capital raising of \$6.2 million, further strengthening the balance sheet and supporting working capital needs.
- **Property, Plant and Equipment (PPE):** PPE valuations have increased by \$3.9 million following a revaluation exercise conducted in June 2025, reflecting both capital improvements and updated market-based valuation inputs.

8.12 Duxton Dried Fruits Directors' intentions

If the Duxton Dried Fruits Scheme is Implemented, Duxton Farms will acquire and control Duxton Dried Fruits. As Duxton Farms may reconstitute the Duxton Dried Fruits Board, it is not possible for all Duxton Dried Fruits Directors to provide a statement of their intention after the Duxton Dried Fruits Scheme is Implemented.

It is for the board of the Merged Group to determine its intentions as to:

- the continuation of the business of Duxton Dried Fruits;
- any major changes, if any, to be made to the business of Duxton Dried Fruits, including any redeployment of fixed assets of Duxton Dried Fruits; and
- the future employment of the present employees of Duxton Dried Fruits.

Duxton Farms' current intention is that the Merged Group will undertake a detailed strategic review of the business following Implementation in order to develop a broader growth strategy and business plan. Section 10 provides an indication of the nature of growth opportunities that the Merged Group expects to have.

If the Duxton Dried Fruits Scheme is not Implemented, the Duxton Dried Fruits Directors intend to continue to operate Duxton Dried Fruits in the ordinary course of business.

8.13 Publicly available information about Duxton Dried Fruits

As an unlisted proprietary company, Duxton Dried Fruits is not required to comply with ASX's continuous disclosure policy.

Information disclosed to ASX by Duxton Farms is available on ASX's website at www.asx.com.au and Duxton Farms' website at <https://www.duxtonfarms.com/>. Further, copies of documents lodged with ASIC by Duxton Farms may be obtained from an ASIC office or ASIC's website at www.asic.gov.au.

9. Information about Duxton Farms

This section 9 has been prepared by Duxton Farms. The information concerning Duxton Farms and the intentions, views and opinions contained in this section 9 constitute Duxton Farms Information and are the responsibility of Duxton Farms. The Merger Companies and its officers and advisers do not assume any responsibility for the accuracy or completeness of this information.

9.1 Introduction

Duxton Farms is an Australian integrated mixed farming enterprise that directly invests in and operates a diversified portfolio of agricultural assets that is listed on the ASX under the code 'DBF'. The Duxton Farms portfolio is principally composed of farmland and water assets, which it directly manages via a dedicated operations team led by General Manager Bryan Goldsmith; Duxton Farms therefore aims to provide investors with returns through ongoing operational yields and sustainable long-term capital appreciation.

Duxton Farms currently operates eight owned and leased properties in five localities spanning approximately 177,000 ha, which is supported by a portfolio of approximately 25,000 megalitres of owned and leased water entitlements.

Duxton Farms' principal business activities consist of the acquisition, development and divestment of Australian agricultural land and water assets and primary production and direct sale of agricultural commodities.

9.2 Duxton Farms overview

(a) Background and History

Duxton Farms was originally established in 2008 before being converted to a public company in 2017 with the purpose of becoming a vehicle for investors to access the Australian grain industry. Duxton Farms' original name when it debuted on the ASX in February 2018 was *Duxton Broadacre Farms Ltd*, reflecting an initial focus on investment in dryland cropping property and the production and sale of grain, fodder, and oilseeds. Duxton Farms expressed a desire to steadily build a more diversified operation in its original prospectus, with the proceeds of the initial public offering having been partially used to facilitate an expansion into irrigated cropping (with a focus on irrigated cotton) and livestock management (with a focus on sheep and cattle). From 2017 to 2019 Duxton Farms' financial results were impacted by successive years of drought, which were particularly severe in the Murray-Darling Basin where Duxton Farms' portfolio was located (specifically, in the area around Forbes in the Central West of New South Wales).

This led to a focus at a Duxton Farms Board level on reducing geographical risk via horizontal integration, resulting in the decision to invest in a mixed farming enterprise in the Limestone Coast region of South Australia, with the intention of establishing a new portfolio in the area around the town of Frances. Duxton Farms acquired the 'Boorala' property in 2019, and while initially a strong diversifier, rapid land price appreciation in the area from 2019 to 2021 challenged efforts to expand the portfolio, resulting in yield compression. As a result, the Board sold the property for a capital gain of above 60% 18 months after the initial acquisition, and refocused efforts in New South Wales. Proceeds from the 'Boorala' sale were partially used to acquire the 'West Plains' and 'Lenborough' properties adjacent to the existing portfolio in 2021.

In 2022 and 2023 Duxton Farms' portfolio was severely impacted by the 2022 and 2023 flooding seasons in the Murray-Darling Basin, with Duxton Farms' dryland cropping properties experiencing particularly poor operating performance despite steady and rapid land price appreciation. As Australian grain, livestock, oilseed and cotton prices remained broadly flat over this period (with the notable exception of short-term volatility in global wheat and canola prices) despite inflation elsewhere in the economy, the New South Wales broadacre farming portfolio experienced yield compression in a similar manner as the 'Boorala' property. Starting in 2022 the Board developed a strategy of leveraging the balance sheet to expand and broaden Duxton

Farms' exposure to the Australian agricultural sector and gain exposure to commodities and production systems that they believe offer greater potential for short-term cash generation and long-term capital appreciation.

To this end, Duxton Farms began divesting its large dryland cropping assets, selling 'Timberscombe' for \$70 million in 2024 and 'Kentucky' for \$38 million in 2025, while deploying capital in Victoria to develop the Piambie pistachio plantation and the Northern Territory to develop new annual cropping systems, while building equity stakes in other agricultural businesses (notably Duxton Bees and Duxton Dried Fruits).

(b) Corporate and Capital Structure

Duxton Farms is a public company limited by shares that is based in Australia and listed on the ASX. Duxton Farms has one wholly owned subsidiary called Duxton Pistachios Pty Ltd, which in turn owns the Piambie pistachio development asset, in addition to minority equity stakes in Duxton Bees and Duxton Dried Fruits. Duxton Pistachios Pty Ltd is controlled by Duxton Farms, with its sole director being Ed Peter, who is the Duxton Farms Chair, while Duxton Bees and Duxton Dried Fruits have separate management structures. Ed Peter is a director of both Duxton Bees and Duxton Dried Fruits, while Stephen Duerden is a director of Duxton Dried Fruits. Wade Dabinett served as a director of Duxton Dried Fruits for approximately 8 months from April 2024 to November 2024.

Katelyn Adams is the Company Secretary of Duxton Farms and Duxton Pistachios Pty Ltd.

Duxton Farms has seven properties that it owns directly spanning approximately 12,530 ha and two large properties in the Northern Territory that it leases, being the Mountain Valley Station and Wildman Agricultural Precinct properties which are approximately 164,691 ha in size. Duxton Farms also leases one small area in Western Australia.

Duxton Farms currently has 45,415,307 Duxton Farms Shares on issue, which closed at \$0.98 per Duxton Farms Share as at the Last Practicable Date.

9.3 Operations

(a) Industry Overviews

Dryland winter cropping in Australia primarily involves wheat, barley, canola, lentil and chickpea production focused across the eastern seaboard, Victoria, the South Australian coastal region and southwest Western Australia. Production is highly seasonal and reliant on winter rainfall. Farmers shift between crops based on rainfall outlook, soil moisture and global pricing, with a strong domestic market and export demand from Asia and the Middle East. Australian production is characterised by relatively large swings in production from year to year but is known for high quality and transparency in production.

Irrigated cotton production primarily occurs in eastern Australia (notably in central and northern New South Wales and southern Queensland) and is known for strong yields and high fibre quality. Seasonal production is highly dependent on surface and ground water allocations, making rainfall and storage levels across key river systems significant drivers of output. Demand comes almost exclusively from international textile markets, with most cotton being ginned in Australia and exported as baled cotton lint.

Around Duxton Farms' New South Wales properties, traditional livestock rearing focuses on high quality cattle, prime lamb and low micron wool production supported by improved grazing and feed lotting. Supply is driven by climate cycles and pasture availability, while demand is underpinned by stable domestic consumption and strong export demand. Mixed farming enterprises such as Duxton Farms often manage both sheep and cattle to balance market and weather risks. Domestic livestock and wool prices are highly cyclical, driven by the fluctuations in herd/flock numbers resulting from feed and biomass availability.

Grazing in the Northern Territory operates at a significantly larger scale than in the Central West region of New South Wales, which is a result of relatively low biomass and sparser vegetation, lower land prices, larger properties and tropical monsoonal rain patterns, which dominate seasonal breeding, feeding, mustering and sales patterns. The cattle industry in the Northern Territory is geared towards meeting demand from the live export trade, especially to Indonesia and Vietnam, and the herd is dominated by Brahman cattle suited to tropical conditions. As Brahman cattle are not traditionally highly prized for domestic meat markets, revenue is highly reliant on the health of the live export trade.

Rainfed cropping in the Northern Territory is an emerging sector, focusing on using wet season rainfall to grow cotton and fodder without irrigation. Low land costs and plentiful water resources in the top end of the Northern Territory allow for low input operations that primarily take advantage of scale over yield, and which can generally be characterised as low intensity cropping systems. Supply is heavily dependent on rainfall, which makes annual production significantly more volatile than in Australia's traditional cropping regions (described above), and as such the services industry is not as well developed. Recent support from the Northern Territory Government focused on developing the agricultural economy along with private investment has contributed towards the establishment of new cotton gins in Katherine and Kununurra, and a renewed interest in fodder cropping and permanent horticultural developments.

Australia's pistachio industry is small but expanding, focused on inland regions with hot summers and cold winters, such as at Duxton Farms' Piambie property. Pistachio trees have a long establishment phase and time to commercial yield (approximately 7 years before the first yield and 12 years before commercial maturity) but have a very long productive life (over 80 years) and are well-suited to Australia's dry climate. The domestic market for pistachios is experiencing robust growth, with demand primarily driven by increasing health consciousness and interest in alternate meat and dairy products, while supply is almost entirely imported, creating strong import substitution potential.

(b) Investment Strategy

Over recent years, Duxton Farms has gradually progressed its strategic shift to expand its geographic footprint, exposure to different production systems, and mix of commodities that it produces.

Notable examples of this shift have been the lease at Mountain Valley, which aimed to introduce exposure to a new geography in the Northern Territory and increase the size of Duxton Farms' exposure to livestock, with potential to introduce an entirely new production system into the portfolio. Following on from this was the acquisition of Piambie in September 2022, which established yet another completely new production system to the portfolio, being a pistachio plantation.

In 2025, Duxton Farms announced another two additions to Duxton Farms' Northern Territory strategy with the acquisition of NT Portion 8554 (previously NT Portion 5088), and lease over the adjacent Wildman Agricultural Precinct which it plans to convert to freehold after reaching development milestones established with the Northern Territory Land Corporation.

As mentioned in Duxton Farms' FY2024 Annual Report to shareholders, pursuing geographic diversification by investing in projects with high earnings growth was the most important strategic objective. To achieve this, the board of directors begun actioning a plan to shift the portfolio's centre of gravity away from dryland cropping and broadacre farming and towards other sectors of the Australian agricultural sector.

(c) Portfolio

Duxton Farms operates a portfolio of agricultural assets spanning approximately 177,000 ha across three states supported by approximately 25,000 megalitres of water entitlements managed by an experienced operations team.

NSW Aggregation	Dryland Cropping (Ha)	Irrigated Cropping (Ha)	Total Area (Ha)	Water Portfolio	Productive Profile
Walla Wallah	411	939	1,400	10,174 ML Owned 6,798 ML Leased	Wheat, barley, canola, cotton
Cowaribin	594	281	940		Livestock, fodder
Merriment	148	367	535		Livestock, fodder
Yarranlea	1,394	560	2,184		Wheat, barley, canola, cotton
West Plains	3,155	639	3,900		Wheat, barley, canola, cotton
Victoria	Irrigated Cropping (Ha)	Pistachios (Ha)	Total (Ha)	Water Portfolio	Productive Profile
Piambie	617	297	1,185	-	Pistachio plantation under development
Northern Territory	Grazing (Ha)	Cropping under development ¹ (Ha)	Total (Ha)	Water Portfolio	Productive Profile
Mountain Valley Station	~138,000 (~7,100 head capacity)	~3,000	141,000	-	Grazing, cropping areas under development
Wildman	~18,077 (~500 head capacity) ³	~8,000	26,077	8,026 ML Owned	Grazing, cropping areas under development

Duxton Farms produces a range of food, feed, fibre **and** livestock products including grains, oilseeds, cotton and cattle. Duxton Farms' portfolio is currently primarily comprised of grazing, dryland and irrigated cropping systems with an additional horticultural asset under development.

(d) Land asset investment

Duxton Farms' acquisition strategy targets a portfolio diversified by output, including across crop types, counter-seasonal production, and livestock production. In past years Duxton Farms' portfolio mostly consisted of eight farms in Central NSW, enabling Duxton Farms to benefit from economies of scale. From 2022, following several years of adverse weather outcomes afflicting Central NSW, the acquisition strategy has favoured geographical diversification, with significant investments subsequently occurring in Victoria and the NT.

(e) Land asset management and Primary Production

The operations team of approximately 16 full-time employees is led by Duxton Farms' General Manager Bryan Goldsmith, who has over 30 years of agricultural experience spent principally managing large-scale corporate cotton and broadacre farms. He is supported by Operations Manager - Andrew Garland, Livestock and Mountain Valley Station Manager, Dustin Kemp, and Northern Regional Manager Bruce Connelly, and Piambie Farm Manager Brendan Marr, who are among the leaders of Mr Goldsmith's team. The operations team is augmented as and when necessary, by external contractors, primarily on a seasonal basis.

Duxton Farms' principal activities include the sowing, harvesting and sale of grains, pulses and lucerne, and the trading and breeding of livestock. The mix of revenues generated across these commodities varies by year and is dependent on crop rotation, weather, and strategy for future cropping at each of the properties. The commodity mix has also been evolving over the last few years, with the sales of Timberscombe and Kentucky shifting a higher proportion of Duxton Farms' income towards livestock.

9.4 Investment Management Agreement

Duxton Capital is Duxton Farms' investment manager pursuant to the Investment Management Agreement dated 12 January 2017 as amended by the amending deed dated 7 November 2017.

The current terms of the Investment Management Agreement are summarised in section 9.4(a). Duxton Farms is proposing to amend its Investment Management Agreement on the terms summarised in this section 9.4(b). The amendment to the Investment Management Agreement is subject to the approval of Duxton Farms Shareholders, which is being sought at the Duxton Farms Shareholder Meeting to be held on Friday, 10 October 2025.

(a) Key terms of the current Investment Management Agreement

Term of the Investment Management Agreement

The Investment Management Agreement is for an initial term of 10 years from the date of the agreement (being 7 November 2017) (**Initial Term**). After the Initial Term, the agreement will be automatically renewed for a further new term of five years, unless terminated by Duxton Farms or Duxton Capital.

Duxton Capital may terminate the Investment Management Agreement with six months' notice any time after the expiry of the Initial Term or with one month's written notice to Duxton Farms where Duxton Farms commits a material and substantial breach of the Investment Management Agreement and Duxton Farms fails to remedy the breach within 30 days after receiving notice, or with immediate effect if an insolvency event occurs in respect of Duxton Farms.

Duxton Farms may terminate the Investment Management Agreement in certain circumstances, including "for cause" at any time where Duxton Capital commits a material breach of any terms and conditions of the Investment Management Agreement and, if remediable, fails to remedy such breach within 30 days or such other period agreed after receiving notice of such breach, enters into liquidation, enters into an arrangements with its creditors, makes any general assignment for the benefit of its creditors, has a receiver or similar officer appointed in respect of any material part of its assets or property, ceases or threatens to cease to carry on the whole or any substantial part of its business, or is deemed to be insolvent, or unable to pay its debts as they fall due; where it fails to maintain its necessary authorisations, licences or registrations to perform its duties; or where the agreement is required to be terminated by law. Duxton Farms may also terminate the Investment Management Agreement after the Initial Term with six months' notice where an ordinary resolution of Duxton Farms Shareholders is passed to the effect that the agreement be terminated. No termination fee is payable by Duxton Farms where the Investment Management Agreement is terminated because a material breach or an insolvency event occurs in respect of Duxton Capital.

Fees payable to Duxton Capital

In return for the performance of its duties, Duxton Capital is entitled to be paid a monthly management fee equal to 0.85% per annum (plus GST) of the total Portfolio Net Asset Value (**PNAV**) of Duxton Farms at the end of each month (calculated prior to any deduction of performance fees payable to Duxton Capital) (**Management Fee**). The Management Fee is to be paid to Duxton Capital regardless of the performance of Duxton Farms.

In addition, Duxton Capital is entitled to be paid an annual performance fee of 5% of the outperformance of the investment return of Duxton Farms above a hurdle of 8% per annum up to 12% per annum plus, if the investment return outperformance is greater than 12% per annum, Duxton Capital will receive 10% of the investment return above 12% (**Performance Fee**). The Performance Fee is paid annually subject to a high water mark. Section 4.5.2 of Duxton Farms' prospectus (and supplementary prospectuses) lodged on 10 November 2017, 22 December 2017 and 12 January 2018 describes the calculation of the Performance Fee with worked examples included.

No termination fee is payable to Duxton Capital under the terms of the Investment Management Agreement.

See section 10.7(b) for further details on the Management Fees paid by Duxton Farms under the Investment Management Agreement and the proposed changes if the amended Investment Management Agreement is approved by Duxton Farms Shareholders (including in relation to management fees paid by the Merger Companies).

Responsibilities of Duxton Capital

Under the terms of the Investment Management Agreement, Duxton Farms appoints Duxton Capital to provide investment management services to Duxton Farms, including without limitation and among other things, the following services:

- investment management and advisory services to Duxton Farms on a non-exclusive basis in relation to investments, which includes but is not limited to, the selection, determination, structuring, investment, reinvestment, leasing and management of assets;
- prepare business plans, budgets and variance analyses;
- maintain oversight of the management of the assets;
- review all new strategic proposals, such as business strategy, capital raising, acquisitions, divestitures and material contracts in respect of matters including but not limited to:
 - deployment of available capital;
 - review/negotiation of lease contracts;
 - management new capital raising and potential exists;
 - make recommendations to Duxton Farms Board;
 - develop, implement and monitor an appropriate hedging policy;
 - identify and engage appropriate senior module management;
 - cause the carrying out of all management, secretarial, accounting, administrative, liaison, representative and reporting functions and obligations;
 - recommend, appoint and engage on behalf of Duxton Farms any necessary additional advisers, experts, technical, business management and other resources, and securities registrar or provide securities registrar services itself;
 - give orders and instructions regarding acquisition, development, lease, variation and disposal of investments;
 - liaise with auditors regarding investments;
 - enable and monitor compliance by Duxton Farms with all applicable requirements under law, Duxton Farms' constitution, contractual documents in relation to the investments, the investment guidelines and other documents;
 - attend to timely calculation and payments of Duxton Farms' expenses and outgoings;
 - assist Duxton Farms to operate and manage bank accounts;
 - prepare, or cause to be prepared, various reports including financial reports, and reports to shareholders;

- prepare, or cause to be prepared and issues, notices of meetings for board and shareholder meetings, and associated documents;
- oversee financial matters including recommendation of distribution payments to Duxton Farms Shareholders, and coordination of debt finance covenants and other reporting and repayment obligations; and
- various other management and administrative services.

Investment strategy

Duxton Capital's investment strategy is governed under the Investment Management Agreement by a disciplined process influenced by Duxton Farms' existing portfolio and strategy along with analysis of regional markets.

Duxton Capital is required to seek suitable investments for Duxton Farms in accordance with the investment guidelines set out in the Investment Management Agreement, together with any directors of Duxton Farms. The investment guidelines are as follows:

- Investment universe: investments to be restricted to Australian agricultural land, water, livestock, crops and associated plant and equipment
- Cash: cash to be held in deposit taking institutions licensed by ASIC with an S&P long term credit rating of at least A (or equivalent)
- Leverage: Gearing of Duxton Farms to be no greater than 40% of gross asset value.
- In providing its services, Duxton Capital is required to act honestly and in the best interests of Duxton Farms and Duxton Farms Shareholders.

Expenses

Duxton Farms is responsible for all costs and expenses incurred by Duxton Capital in providing services under the Investment Management Agreement, including the costs and expenses incurred in conducting due diligence on potential investments and other out of pocket expenses reasonably incurred by Duxton Capital which are directly attributable to Duxton Farms.

Other fees

Duxton Farms is also required to pay a commercial rate (at cost +10%) to Duxton Capital for providing other services to Duxton Farms including administration support services, the costs of maintaining Duxton Farms' investments and the costs of investments, leases or divestments by Duxton Farms such as legal, leasing, consulting, transfer and registration fees, commissions, insurance costs, taxes and reasonable out of pocket expenses of Duxton Capital.

Indemnities

Provided Duxton Capital has complied with the Investment Management Agreement including the investment guidelines, it will not be liable for any loss incurred by Duxton Farms in relation to the investment portfolio unless such loss arises from wilful default, negligence, fraud or bad faith of Duxton Capital. Duxton Capital is entitled to be indemnified by Duxton Farms in carrying out its obligations and performing its services under the Investment Management Agreement except where there is wilful default, negligence, fraud or bad faith of Duxton Capital.

(b) Key proposed revisions to the Investment Management Agreement

The proposed amendments to the Investment Management Agreement will take effect upon and are subject to the receipt of Duxton Farms Shareholder approval.

A summary of the key revisions to the Investment Management Agreement that will be put to Duxton Farms Shareholders to consider, and if thought fit, approve include:

- **(Term)** Term commencing on shareholder approval until 1 January 2031 with an option for Duxton Farms to renew for a further five years subject to shareholder approval;
- **(Management fee)** Management fee paid monthly of 1.25% per annum (plus GST) of PNAV at the end of each month
- **(Performance fee)** Removal of performance fee structure
- **(Termination fee)** Termination fee based on the annual average management fee paid over the prior three years multiplied by 1.5, multiplied by the number of months remaining under the initial ten year term
- **(Termination rights)** Additional termination right exercisable by Duxton Farms upon a change of control of Duxton Capital without the prior written consent of Duxton Farms
- **(Key person)** Requirement for a Chief Operating Officer ("Key Person") to be actively engaged in delivering services under the Investment Management Agreement.
- **(Investment guidelines)** Refined investment guidelines limited to investments to be restricted to Australian agribusiness and associated assets and gearing of Duxton Farms to be no greater than 40% of gross asset value
- **(Services provided)** Refined scope of services provided by Duxton Capital to Duxton Farms to focus on services concerning Duxton Farms' investment strategy and business development. Duxton Capital will no longer facilitate the provision of services relating to accounting and administration.

(c) Services Agreement with Duxton Capital Services

In addition to the services received under the Investment Management Agreement, Duxton Farms receives accounting and administration services from Duxton Capital Services (**DBF Services Agreement**).

Duxton Farms agrees to pay a monthly fee to Duxton Capital Services for the provision of those services, equal to the cost of work performed by all employees and representatives of Duxton Capital Services in relation to Duxton Farms in the relevant month, multiplied by 10%.

(d) Internalisation overview

In the event the Merger proceeds, Duxton Capital and Duxton Capital Services will transfer certain employees (legal, human resources, finance and ESG), assets and assumed liabilities to Duxton Farms to give effect to the internalisation of certain corporate functions which are presently provided to or procured for Duxton Farms and the Merger Companies under their respective investment management/advisory agreements with Duxton Capital and services agreements with Duxton Capital Services.

To facilitate this internalisation if the Merger proceeds and/or Duxton Farms Shareholders approve the amendments to the Investment Management Agreement, Duxton Farms will terminate the DBF Services Agreement. If the Merger does not proceed and Duxton Farms Shareholders do not approve the amendments to the Investment Management Agreement, the

Investment Management Agreement and the DBF Services Agreement will continue on their current terms.

9.5 Funding of the Scheme Consideration

(a) Overview

This section 9.5 outlines how Duxton Farms intends to fund the Scheme Consideration for Duxton Orchards and each Other Merger Company. If the Duxton Orchards Scheme becomes Effective, Duxton Orchards Scheme Shareholders will be entitled to receive the Scheme Consideration per Duxton Orchards Scheme Share held on the Scheme Record Date.

The Scheme Consideration payable by Duxton Farms under the Schemes of all Merger Companies including Duxton Orchards is comprised of Duxton Farms Shares and, to the extent a Scheme Shareholder makes a valid Election, a cash component of up to 20% of that Scheme Shareholder's Scheme Consideration.

(b) Cash component

The maximum amount of the Cash Consideration that Duxton Farms may be required to pay to Scheme Shareholders under the Duxton Orchards Scheme and the Schemes of the Other Merger Companies is \$17.0 million in aggregate as specified in the table below:

Merger Company	Minimum Cash Consideration	Maximum Cash Consideration
Duxton Orchards	\$0.00	\$200,895
Duxton Bees	\$0.00	\$4,866,543
Duxton Dried Fruits	\$0.00	\$7,853,261
Duxton Walnuts	\$0.00	\$4,054,571
Total	\$0.00	\$16,975,270

Duxton Farms intends to fund the Cash Consideration through a combination of existing cash reserves, existing debt facilities and from the net funds raised from the Duxton Farms Placement announced to the ASX on 26 June 2025.

(c) Scrip Consideration

Subject to any rounding for fractional entitlements made in accordance with the Duxton Orchards Scheme, the total number of Duxton Farms Shares issued as Scheme Consideration to Duxton Orchards Scheme Shareholder will be calculated in the manner set out in section 4.2(a).

Based on the assumption that all Merger Companies are acquired by Duxton Farms and the Scheme Shareholders receive the Default Scrip Consideration (comprising 100% Duxton Farms Shares), the maximum number of Duxton Farms Shares issued as Scheme Consideration is expected to be 69,151,448. Based on the assumption that all Scheme Shareholders receive 20% of their Scheme Consideration as Cash Consideration and the balance as the Election Scrip Consideration, the minimum number of Duxton Farms Shares issued as Scheme Consideration is expected to be 55,571,232.

Merger Company	Minimum number of Duxton Farms Shares issued as Scrip Consideration	Maximum number of Duxton Farms Shares issued as Scrip Consideration
Duxton Orchards	642,863	803,579
Duxton Bees	15,774,836	19,668,070
Duxton Dried Fruits	25,130,435	31,413,043
Duxton Walnuts	14,023,099	17,266,756
Total	55,571,232	69,151,448

Duxton Farms will require the approval of the Duxton Farms Shareholders to issue the Scrip Consideration to certain Merger Company Shareholders, and obtaining such approval is a Condition Precedent to the Duxton Orchards Scheme and a condition precedent to the Schemes of each Other Merger Company. Duxton Farms will seek the approval of the Duxton Farms Shareholders of the Duxton Farms Merger Resolutions at the Duxton Farms Shareholder Meeting. See sections 4.4(c) and 13.3(b) for further information.

9.6 Duxton Farms Board

(a) Mr Edouard Peter (Executive Chairman)

Ed Peter is the co-founder and Chairman of the Duxton Group. Prior to forming the Duxton Group in 2009, Ed was Head of Deutsche Asset Management Asia Pacific, Middle East & North Africa. He was also a member of the Deutsche Bank's Group Equity Operating Committee and Asset Management Operating Committee.

Ed joined Deutsche Bank in 1999 as Head of Equities and Branch Manager of DB Switzerland. In March 2001, Ed moved to Hong Kong with Deutsche Bank and was appointed Head of Global Equities for Asia and Australia, becoming responsible for all of Global Emerging Markets Equities in the beginning of 2003. In November 2004, Ed became Head of Asian and Emerging Market Equities for the new Global Markets Division. Ed holds a Bachelor's Degree in English Literature from Carleton College in Northfield, Minnesota.

Ed is a Merger Company Director of Duxton Orchards, Duxton Bees and Duxton Dried Fruits.

(b) Mr Stephen Duerden (Non-Executive Director)

Stephen Duerden is the Group CEO of the Duxton Group. Stephen has over 30 years of experience in investment management, the last 20 of which have been focused on agriculture operations and investments, and joined Duxton as a co-founder in 2009.

Before joining Duxton, Stephen was the COO and Director for both the Complex Assets Investments Team and the Singapore operation of Deutsche Bank Asset Management Asia. Prior to this Stephen worked with Deutsche in Australia where he was a member of the Australian Executive Committee responsible for the management of the Australian business, with assets under management of approximately AUD \$20 billion, and a member of the Private Equity Investment Committee overseeing the management of over AUD \$2.5 billion in Private Equity and Infrastructure assets. Stephen has had exposure to a broad range of financial products and services during his career. He has been involved in direct property development and management, the listing and administration of REITs, as well as the operation and investment of more traditional asset portfolios.

Stephen holds a Bachelor of Commerce in Accounting Finance and Systems with merit from the University of NSW Australia and a Graduate Diploma in Applied Finance and Investments from the Financial Services Institute of Australasia. Stephen is a Fellow of the Financial Services Institute of Australasia and a Certified Practicing Accountant.

Stephen is a Merger Company Director of Duxton Orchards and Duxton Dried Fruits.

(c) Mr Mark Harvey (Non-Executive Director)

Mark Harvey has more than 40 years of experience in agriculture and agribusiness. He started his agribusiness journey managing a 10,000 acre family farm producing seed, grain crops, wool, lamb and beef, from 1976 until 1991.

He was one of the founders of Paramount Seeds which specialised in research, development and marketing of new field crops until sold to Elders Ltd in 1996. While with Elders, Mr Harvey was manager of their national and international seed business from 1996 until 2001. In 2002, he

was one of the founding partners of Seed Genetics International which is currently a leading researcher, producer and marketer of genetics and seed worldwide from Australia. In April 2013, Seed Genetics was sold to S&W Seed Co, a NASDAQ listed company based in Sacramento California which is a leading US genetics and speciality seed company.

He sits on the University of Adelaide, Waite Institute Advisory Board and is involved in various community activities. Mr Harvey has been married to Helen Harvey for 43 years and they have three daughters together. Mr Harvey was educated at Cunderdin Agricultural College in Western Australia.

(d) Mr Wade Dabinett (Non-Executive Director)

Wade Dabinett is the Managing Director of Longtrail Farms, a diversified agricultural enterprise spanning potato, grain, sheep, and cattle production across 10,000 hectares in Parilla, the Southern Mallee of South Australia. Residing on the Parilla property with his wife, Hannah, and their two children, Wade has a background in the grain trading and supply chain industries, having previously worked across South Australia, Western Australia, Victoria, and New South Wales.

Upon his return to the generational farming business, Wade has also served the industry in a number of roles. He has held the position of Chairman of Grain Producers South Australia (GPSA) for four years, following a two-year tenure as Vice Chairman. His responsibilities encompassed the state's 3,000 grain growers and also various subcommittees, including Transport and Supply Chain, Agricultural Security and Priority, and the Audit and Finance Committee.

Furthermore, Wade's involvement extended beyond GPSA, serving as a member of Primary Producers South Australia, representing the grains industry, and a member of the National Policy Council for Grain Producers Australia.

(e) Mr Paul Burke (Non-Executive Director)

Paul Burke is currently a consultant in his own business, North Australia Consultancy Specialists with over 15 years of expertise in Agriculture in Northern Australia across Queensland, Western Australia and the Northern Territory.

Paul has held senior roles across a diverse range of both Government and Non-Government organisations. These have included CEO of Northern Territory Farmers Association, CEO Forestry Industry Association of Northern Territory, CEO of Northern Territory Cattleman's Association, Membership and Regions Manager AgForce Queensland and Director of Infrastructure and Major Projects (DPI NTG.)

In addition to these experiences, Paul was a founding member of Northern Territory Cotton Growers Association, Northern Territory/Ord Valley Forestry Hub and has sat on various other committees in water management, land tenure and economic development.

Paul has had exposure to a broad range of Northern Agricultural Developments and currently supports several Aboriginal led agriculture projects. His passion and commitment to delivery of legislative frameworks to support agriculture development has been evident across North Australia.

(f) Ms Rachel Triggs (Non-Executive Director)

Rachel Triggs is an experienced senior executive with over 25 years' experience in the Australian grape and wine sector, bringing a rare combination of technical, legal, and strategic expertise to her work across agriculture and trade. A qualified winemaker and lawyer, Rachel has held senior leadership roles at Wine Australia—including as General Counsel and Head of ESG and Market Access—where she played a key role in export regulation, market access strategy, and international trade negotiations for one of Australia's most globally significant agricultural exports.

Before joining Wine Australia, Rachel worked as a corporate lawyer specialising in wine law and regulatory affairs. She began her career as a winemaker, completing vintages in the Adelaide Hills, Clare Valley, Hunter Valley, Oregon, and Tuscany. She still makes a small batch of wine each year in her suburban backyard.

Rachel holds a Bachelor of Science (Jurisprudence) majoring in genetics and biochemistry, a Bachelor of Law, and a Master of Oenology—all from the University of Adelaide. She also holds a Graduate Diploma of Legal Practice and a Diploma of European Wine Law from the University of Reims Champagne-Ardenne. She is co-author of the textbook *Global Wine Regulation* and a contributing writer to the *Oxford Companion to Wine*.

Rachel is President of the Australasian section of the International Wine Law Association. She also sits on the boards of Australian Women in Wine and the International Wine Law Association.

Through her work, Rachel champions the value of premium agricultural production, regulatory reform, and global market access, and brings a sharp, practical perspective to the intersection of policy, governance, and agribusiness strategy.

(g) Katelyn Adams (Company Secretary)

Katelyn Adams has over 15 years of accounting and board experience, servicing predominantly ASX listed companies. Katelyn is a Chartered Accountant and Partner of the Corporate Advisory division of HLB Mann Judd in Adelaide, as well as the Company Secretary of various listed and private companies.

Katelyn has extensive knowledge in corporate governance, ASX Listing Rule requirements, IPO and capital raising processes, as well as a strong technical accounting background.

9.7 Duxton senior management

(a) Simon Stone (Chief Operating Officer)

Simon Stone joined Duxton Capital as Group COO in July 2021. He has held senior management roles in a wide range of industries including commercial and retail banking, manufacturing, telecommunications and information technology. He has been active in environmental management and served for many years on various Government boards and committees. Between 2006 and 2015 Simon was a director and Finance/Audit/Risk Committee Chair of Webster Ltd (ASX: WBA). Simon held executive management and advisory roles within the Australian Aquaculture Industry. He was the Managing Director of the SA Aquaculture Management Group of companies (SAAM), the first company in the world to breed and commercialise Yellowtail Kingfish. Simon was a key advisor in the listing of both Western Kingfish and Clean Seas, in 2005, and during this period he was Chairman of the SA Marine Finfish Association and a member the SA Aquaculture Council.

Previously, Simon was Bank SA's Chief General Manager of Banking Operations, including Head of Retail, Financial Services and Strategic Planning. He has also held senior executive management roles at Optus and IBM. Simon has a Bachelor of Science (with Honours First Class) and a Doctor of Philosophy (Biology) from the University of Adelaide.

Simon is a Merger Company Director of Duxton Bees and Duxton Walnuts.

(b) Bryan Goldsmith (General Manager)

Bryan has over 30 years of agricultural experience spent principally in the management of large-scale corporate cotton and broadacre farms. Bryan has extensive irrigated cotton, OH&S, staff management, broadacre, minimum till and precision farming experience. In his previous role with Twynam Agricultural Group, Bryan served as General Manager for many years, in which he oversaw the management of broadacre, irrigated cropping and livestock farms spanning over 80,000 hectares. Bryan joined DBF in 2018 following the successful completion of the sale of

Twynam's agricultural property portfolio. Bryan has a Diploma in Agriculture (Tocal) specialising in cotton production.

(c) Michael Amey (Chief Financial Officer)

Michael joined Duxton Capital in March 2022 as Chief Financial Officer and is responsible for overseeing the finance function across a range of listed and unlisted projects within the Duxton Capital group. He has over 20 years of finance experience in the heavy manufacturing, retail, and hospitality industries. Michael holds a Bachelor of Arts (Accounting) from S.A.I.T. and an MBA from Adelaide University. He is a fellow of the Institute of Chartered Accountants in Australia and member of the Governance Institute of Australia.

(d) Rosalie Brady (General Counsel)

Rosalie joined Duxton Capital in October 2022 and acts as Group General Counsel. She provides legal and governance assistance across the Duxton Capital group. Prior to joining the team at Duxton Capital, Rosalie worked in private legal practice in Australia and the United Kingdom, including as a partner at Fisher Jeffries (now Dentons) and a legal director at Burness Paull, advising on mergers and acquisitions, private equity, capital raising, corporate governance, commercial contracting and financial services. Rosalie holds a Bachelor of Laws (Hons) and a Bachelor of Commerce (Accounting) from the University of Adelaide, has a Graduate Diploma in Legal Practice from the College of Laws and is a graduate of the Company Directors Course from the Australian Institute of Company Directors.

Rosalie is the company secretary of each Merger Company.

9.8 Interests of Duxton Farms and Duxton Farms Directors

(a) Duxton Farms' interests and dealings in Merger Company Shares

The interests of Duxton Farms in the Merger Companies as at the Last Practicable Date are as set out in the below table:

Merger Company	Merger Company Shareholder	Merger Company Shares	Interest
Duxton Bees	Duxton Farms Ltd	7,253,629 Duxton Bees Shares	Duxton Farms' holding represents approximately 23.2% of the total issued share capital in Duxton Bees.
Duxton Dried Fruits	Duxton Farms Ltd	9,752,940 Duxton Dried Fruits Shares	Duxton Farms' holding represents approximately 17.3% of the total issued share capital in Duxton Dried Fruits.
Duxton Orchards	Duxton Farms Ltd	None	None
Duxton Walnuts	Duxton Farms Ltd	None	None

Duxton Farms will not vote at the scheme meetings in respect of the Duxton Bees Scheme and the Duxton Dried Fruits Scheme. Upon Implementation of the Schemes, Duxton Farms' voting power in each Merger Company it acquires will be 100%.

The interests of Duxton Farms Directors in the Merger Companies are disclosed in section 9.8(c).

As at the Last Practicable Date, Duxton Farms and its Associates have a Relevant Interest in the securities of the Merger Companies as follows:

- **Duxton Orchards** - 5,225,294 Duxton Orchards Shares (representing voting power of approximately 26.0% of the total Duxton Orchards Shares) and 1,657,652 Duxton Orchards ordinary shares (representing voting power of 100% of the total Duxton Orchards ordinary shares);⁴⁵
- **Duxton Bees** - 7,890,952 Duxton Bees Shares (representing voting power of approximately 25.9% of the total Duxton Bees Shares) and 826,944 Duxton Bees ordinary shares (representing voting power of 100% of the total Duxton Bees ordinary shares);⁴⁶
- **Duxton Dried Fruits** - 11,654,615 Duxton Dried Fruits Shares (representing voting power of approximately 22.0% of the total Duxton Dried Fruits Shares) and 3,565,016 Duxton Dried Fruits ordinary shares (representing voting power of 100% of the total Duxton Dried Fruits ordinary shares);⁴⁷
- **Duxton Walnuts** - 1,022,166 Duxton Walnuts Shares (representing voting power of approximately 9.3% of the total Duxton Walnuts Shares) and 1,402,778 Duxton Walnuts ordinary shares (representing voting power of 100% of the total Duxton Walnuts ordinary shares).⁴⁸

Neither Duxton Farms nor any of its Associates have acquired or disposed of an interest in any Merger Company Shares in the four-month period ending on the date immediately before the date of this Scheme Book other than:

- the acquisition by Duxton Farms of Duxton Dried Fruits Shares upon the automatic reclassification of A class preference shares in Duxton Dried Fruits into Duxton Dried Fruits Shares on 1 July 2025 in accordance with the constitution of Duxton Dried Fruits. No consideration was payable in respect of such automatic reclassification; and
- the acquisition by Duxton Farms of 2,400,000 fully paid A class preference shares in Duxton Dried Fruits (which were automatically reclassified into Duxton Dried Fruits Shares on 1 July 2025 in accordance with the constitution of Duxton Dried Fruits) in June 2025, as described in section 13.4(f).

Except for the Scheme Consideration to be provided under the Schemes and as described in the Scheme Book, during the period of four months before the date of this Scheme Book, none of Duxton Farms nor any of its Associates has provided, or agreed to provide, consideration for any Merger Company Shares under any transaction.

⁴⁵ This represents Duxton Orchards Shares (and associated voting power) held by Duxton Farms and its Associates' Relevant Interests (being the Relevant Interests of Ed Peter and Stephen Duerden). In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,764,706 Duxton Orchards Shares.

⁴⁶ This represents Duxton Bees Shares (and associated voting power) held by Duxton Farms and its Associates' Relevant Interests (being the Relevant Interests of Ed Peter, Stephen Duerden and Mark Harvey). In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 2,041,177 Duxton Bees Shares.

⁴⁷ This represents Duxton Dried Fruits Shares (and associated voting power) held by Duxton Farms and its Associates' Relevant Interests (being the Relevant Interests of Ed Peter and Stephen Duerden). In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 3,785,168 Duxton Dried Fruits Shares and he has a 10.51% economic interest in Duxton Agricultural Holdings Trust which holds 5,720,009 Duxton Dried Fruits Shares.

⁴⁸ This represents Duxton Walnuts Shares (and associated voting power) held by Duxton Farms and its Associates' Relevant Interests (being the Relevant Interests of Ed Peter and Stephen Duerden). In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,263,737 Duxton Walnuts Shares.

(b) Duxton Farms Directors' interests in Duxton Farms Shares

The interests of Duxton Farms Directors in Duxton Farms Shares as at the Last Practicable Date are set out in the table below:

Duxton Farms Director (and associated entities)	Duxton Farms Shares held at the Last Practicable Date
Ed Peter	Ed Peter has an interest in 10,644,466 Duxton Farms Shares. This comprises 306,000 Duxton Farms Shares held directly by Ed Peter, a 92.42% economic interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by the other Ed Peter Entities. ⁴⁹
Mark Harvey	157,713
Paul Burke	None
Rachel Triggs	None
Stephen Duerden	Stephen Duerden has an interest in 410,088 Duxton Farms Shares. This comprises a 7.58% interest in Duxton Capital Investments which holds 400,088 Duxton Farms Shares and the balance of the Duxton Farms Shares held by entities associated with Stephen Duerden.
Wade Dabinett	99,350

Duxton Farms does not have any securities on issue other than fully paid ordinary class shares.

(c) Duxton Farms Directors' interests in Merger Companies

The interests of Duxton Farms Directors in the issued capital of the Merger Companies as at the Last Practicable Date are as set out in the below table:

Merger Company	Duxton Farms Director	Merger Company Shares held
Duxton Orchards	Ed Peter	Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards. ⁵⁰
Duxton Orchards	Stephen Duerden	Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 5,225,294 Duxton Orchards Shares and 1,657,652 ordinary shares in Duxton Orchards
Duxton Bees	Ed Peter	Ed Peter has a 92.42% economic interest in Duxton Capital Investments which holds 537,323 Duxton Bees Shares and 826,944 ordinary shares in Duxton Bees ⁵¹
Duxton Bees	Stephen Duerden	Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 5,537,323 Duxton Bees Shares

⁴⁹ The following Ed Peter Entities hold 10,644,466 Duxton Farms Shares as at the Last Practicable Date: the Peter Family Trust - 7,948,737 Duxton Farms Shares; BNP Paribas NOMS Pty Ltd - 1,989,641 Duxton Farms Shares; Edouard Fernen Peter - 306,000 Duxton Farms Shares; Duxton Capital Investments, in which Ed Peter has a 92.42% economic interest - 400,088 Duxton Farms Shares.

⁵⁰ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,764,706 Duxton Orchards Shares.

⁵¹ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 2,041,177 Duxton Bees Shares. Ed also has an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

Merger Company	Duxton Farms Director	Merger Company Shares held
		and 826,944 ordinary shares in Duxton Bees ⁵²
Duxton Bees	Mark Harvey	100,000 Duxton Bees Shares
Duxton Dried Fruits	Ed Peter	Ed Peter has an interest in 1,973,704 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits. This comprises a 92.42% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits and the balance of the Duxton Dried Fruits Shares held by other Ed Peter Entities. ⁵³
Duxton Dried Fruits	Stephen Duerden	Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments and Duxton Capital which hold 1,678,601 Duxton Dried Fruits Shares and 3,565,016 ordinary shares in Duxton Dried Fruits ⁵⁴
Duxton Walnuts	Ed Peter	Ed Peter has an interest in 1,022,166 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts. This comprises a 92.42% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts and the balance of the Duxton Walnuts Shares held by the other Ed Peter Entities. ⁵⁵
Duxton Walnuts	Stephen Duerden	Stephen Duerden has a 7.58% economic interest in Duxton Capital Investments which holds 945,242 Duxton Walnuts Shares and 1,402,778 ordinary shares in Duxton Walnuts

(d) Common directorship of Merger Companies and Duxton Farms

The following Duxton Farms Directors have been Merger Company Directors in the 2 years prior to the date of this Scheme Book:

Merger Company	Common director(s)	Appointment Date	Retirement Date
Duxton Orchards	Ed Peter	28 November 2011	Not applicable
	Stephen Duerden	10 February 2022	Not applicable
Duxton Bees	Ed Peter	2 August 2019	Not applicable

⁵² In addition, Stephen Duerden has an economic interest in Duxton Farms as described in section 9.8(b) which holds 7,253,629 Duxton Bees Shares.

⁵³ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 3,785,168 Duxton Dried Fruits Shares. He has a 10.51% economic interest in Duxton Agricultural Holdings Trust which holds 5,720,009 Duxton Dried Fruits Shares and an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

⁵⁴ In addition, Stephen Duerden has an economic interest in Duxton Farms as described in section 9.8(b) which holds 9,752,940 Duxton Dried Fruits Shares.

⁵⁵ In addition, Ed Peter controls the trustee of DDAF and holds a 4.01% economic interest in DDAF which holds 1,263,737 Duxton Walnuts Shares.

Merger Company	Common director(s)	Appointment Date	Retirement Date
	Mark Harvey	27 August 2021	25 October 2024
Duxton Dried Fruits	Ed Peter	7 August 2017	Not applicable
	Stephen Duerden	7 August 2017	Not applicable
	Wade Dabinett	4 April 2024	8 November 2024
Duxton Walnuts	Not applicable	Not applicable	Not applicable

The Merger Companies established independent Merger Company Sub-committees to evaluate the Merger and the above named common directors were not involved in the decision making process of the Merger Companies or Duxton Farms. Further details about the conflict management is set out in section 1.6.

(e) Interests of Ed Peter and Stephen Duerden in Duxton Capital, the Investment Management Agreement and associated management fees

Ed Peter and Stephen Duerden are directors of Duxton Capital, the investment manager of Duxton Farms and underlying shareholders of Duxton Capital Holdings Pty Ltd, the ultimate holding company of Duxton Capital. Duxton Farms and Duxton Capital are parties to the Investment Management Agreement as described in section 9.4. Duxton Capital will receive the management fees under the Investment management Agreement as described in section 10.7(b) of this Scheme Book. If the Schemes become Effective, the management fees payable to Duxton Capital under the Investment Management Agreement will include management fees payable for the Merger Companies. If the Schemes do not become Effective, the Merger Companies will continue to pay fees under the investment advisory agreements between the Merger Companies and Duxton Capital, and the services agreements between the Merger Companies and Duxton Capital Services. See sections 9.4, 10.7(b) and 13.2(a) for further details.

(f) Disclosure of Interests

Except as otherwise provided in this Scheme Book, no:

- Duxton Farms Director; or
- person named in this Scheme Book as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Scheme Book for or on behalf of Duxton Farms,

(together, the **Interested Persons**) holds, or held at any time during the two years before the date of this Scheme Book, any interests in:

- the formation or promotion of Duxton Farms or the Merged Group;
- property acquired or proposed to be acquired by Duxton Farms in connection with the formation or promotion of Duxton Farms or the Merged Group or the offer of Duxton Farms Shares as Scheme Consideration under the Schemes; or
- the offer of Duxton Farms Shares as Scheme Consideration under the Schemes.

Disclosure of fees and other benefits

Except as otherwise disclosed in this Scheme Book, Duxton Farms has not paid or agreed to pay any fees, or provided or agreed to provide any benefit:

- to a Duxton Farms Director or proposed director of Duxton Farms to induce them to become or qualify as a Duxton Farms Director; or
- for services provided by any Interested Persons in connection with:

- the formation or promotion of Duxton Farms or the Merged Group; or
- the offer of the Duxton Farms Shares as Scheme Consideration under the Schemes.

9.9 Duxton Farms Historical Financial Information

This section sets out the Duxton Farms Historical Financial Information which summarises certain historical financial information about Duxton Farms for 30 June 2022 (FY22), 30 June 2023 (FY23), 30 June 2024 (FY24) and 30 June 2025 (FY25).

The financial information set out in this section is a summary only and is prepared and extracted for the purposes of this Scheme Book.

The Duxton Farms Historical Financial Information is presented in an abbreviated form and does not contain all the disclosures, presentation, statements or comparatives that are usually provided in an annual report prepared in accordance with the Corporations Act. Accordingly, Duxton Farms recommends that the following be read in conjunction with the financial statements of Duxton Farms for the respective periods, including the description of the significant accounting policies contained in those financial statements and the notes to those financial statements. The Duxton Farms Historical Financial Information is extracted from the financial statements for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and 30 June 2025, which have been lodged with ASIC and are available at Duxton Farms' investor centre at <https://www.duxtonfarms.com/investor-centre> and the ASX website at <https://www.asx.com.au/markets/company/DBF>.

(a) Basis of preparation and presentation of the Duxton Farms Historical Financial Information

The Duxton Farms Historical Financial Information has been prepared in accordance with the recognition and measurement principles contained in the Accounting Standards and is presented on a stand-alone basis. Accordingly, it does not reflect any impact of the Implementation of the Schemes.

The Duxton Farms financial statements on which the Duxton Farms Historical Financial Information were prepared for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and 30 June 2025 were audited by Grant Thornton. Grant Thornton issued unqualified audit opinions on these financial statements

(b) Duxton Farms Historical Statements of Cash Flows

The following table represents the historical consolidated statement of cash flows for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and 30 June 2025.

It is important to note that during FY22 and FY23, Duxton Farms' operations were materially impacted by severe rainfall and flooding in the Lachlan Valley. These conditions caused significant reductions in winter crop yields and quality which are reflected in the historical consolidated statement of cash flows.

Table 13 - Duxton Farms Historical Statements of Cash Flow

	Audited FY22	Audited FY23	Audited FY24	Audited FY25
Cash flows from operating activities				
Receipts from customers	17,965	9,600	29,243	22,140

Payments to suppliers and employees	(24,146)	(21,289)	(30,800)	(26,568)
Interest received	-	415	1	216
Interest paid	(871)	(1,359)	(2,838)	(2,209)
Income tax paid	237	-	(1,399)	(350)
Government rebates	413	186	537	168
Net cash used in operating activities	(6,402)	(12,477)	(5,256)	(6,603)
Cash flows from investing activities				
Purchase of property, plant and equipment	(2,387)	(6,735)	(17,771)	(18,436)
Payments for businesses	-	(1,355)	-	-
Proceeds from disposal of property, plant and equipment	156	109	69,731	37,513
Payments for water entitlements	(6)	-	(242)	-
Payment for investment in financial asset	-	-	(2,500)	(4,000)
Other	(1,750)	-	-	-
Net cash used in investing activities	(3,987)	(7,961)	49,218	11,671
Cash flows from financing activities				
Share buy back	(3,032)	(303)	(99)	(3,597)
Proceeds from borrowings	18,999	15,544	25,996	24,250
Repayment of borrowings	(15,412)	(672)	(29,200)	(30,240)
Payment of lease liability	-	(329)	(564)	(800)
Proceeds from shares issued	935	-	-	-
Dividend paid	-	-	-	(3,597)

Net cash provided by financing activities	1,490	14,240	(3,867)	(11,735)
Net increase in cash and cash equivalents	(8,899)	(6,168)	40,095	(6,667)
Cash and cash equivalents at beginning of period	(3,591)	(5,308)	(11,476)	28,619
Cash and cash equivalents at end of period	(5,308)	11,476	28,619	21,952

(c) Duxton Farms Historical Profit and Loss Statements

The following table represents the historical consolidated profit and loss statements for the financial years ended 30 June 2022, 30 June 2023, 30 June 2024 and 30 June 2025.

It is important to note that during FY22 and FY23, Duxton Farms' operations were materially impacted by severe rainfall and flooding in the Lachlan Valley. These conditions caused significant reductions in winter crop yields and quality which are reflected in the historical consolidated profit and loss statements.

Table 14 - Duxton Farms Historical Profit and Loss Statements

	Audited FY22	Audited FY23	Audited FY24	Audited FY25
Revenue	16,644	7,296	24,076	20,048
Cost of sales	(15,969)	(5,240)	(1,964)	(1,297)
Biological transformation (crops & livestock)	3,404	(7,911)	(11,127)	(16,418)
Gross profit	4,079	(5,855)	10,985	2,333
Other income	664	1,532	13,334	1,374
Share of loss of associate accounted for using the equity method	-	-	-	(762)
Gain on bargain purchase	-	1,227	-	-
Operational expenses	(3,557)	(5,164)	(7,040)	(7,065)
Administration expenses	(1,894)	(1,767)	(3,006)	(4,924)
Proposed Merger Costs	-	-	-	(3,694)
Management, Performance and Accounting Services	(3,535)	(1,356)	(2,189)	(1,485)

Reversal of impairment/(Impairment Expense)	971	5	(150)	(502)
Finance expenses	(913)	(2,099)	(5,024)	(2,007)
Loss before income tax	(4,185)	(13,477)	6,910	(16,732)
Income tax benefit (expense)	1,018	3,388	(1,717)	4,227
Loss for the year	(3,167)	(10,089)	5,193	(12,505)
Other comprehensive income, net of income tax				
Items that will not be reclassified to profit or loss:				
Valuation uplift on revaluation of properties and financial assets	25,567	10,959	10,462	1,674
Total comprehensive income/(loss) for the period	22,400	890	15,655	(10,831)

(d) Duxton Farms Historical Statement of Financial Position

The following table represents the historical consolidated statement of financial position as at 30 June 2022, 30 June 2023, 30 June 2024 and 30 June 2025.

It is important to note that during FY22 and FY23, Duxton Farms' operations were materially impacted by severe rainfall and flooding in the Lachlan Valley. These conditions caused significant reductions in winter crop yields and quality which are reflected in the historical consolidated statement of financial position.

Table 15 - Duxton Farms Statement of Financial Position

A\$'000	Audited Jun-22	Audited Jun-23	Audited Jun-24	Audited Jun-25
Current assets				
Cash and cash equivalents	12	13	28,619	23,279
Trade receivables	470	462	542	1,821
Inventory	4,718	2,043	6,678	4,149
Other current assets	900	330	524	699

Biological Assets	8,303	12,695	11,673	10,408
Total current assets	14,403	15,543	48,036	40,356
Non current assets				
PP&E	13,261	17,211	20,734	23,443
Land	122,802	138,642	105,981	80,470
ROU asset	-	2,206	1,706	5,534
Intangible assets	8,221	8,221	8,463	8,463
Investment in associate - equity accounted	-	-	-	4,823
Financial assets	1,756	1,756	4,091	6,280
Total non current assets	146,040	168,036	140,975	129,013
Total assets	160,443	183,579	189,011	169,369
Current liabilities				
Trade & other payables	3,560	2,259	7,350	13,781
Bank Overdraft	5,320	11,489	-	-
Employee provisions	335	530	529	498
Lease Liability	-	465	488	777
Income tax liability	-	-	383	2,786
Borrowings	390	736	918	2,065
Total current liabilities	9,605	15,479	9,668	19,907
Non current liabilities				
Deferred tax liability	14,042	14,308	17,729	11,434
Non-current Leases	-	1,771	1,283	4,881
Employee Benefits	23	7	11	13
Borrowings	29,180	43,706	40,462	34,757
Total non current liabilities	43,245	59,792	59,485	51,085
Total liabilities	52,850	75,271	69,153	70,992
Net assets	107,593	108,380	119,858	98,377
Shareholder's equity				
Share capital	71,886	71,702	71,770	70,998

Reserves	(9,240)	(19,329)	7,992	1,710
Retained earnings	44,947	55,935	40,069	25,669
Total shareholder's equity	107,593	108,380	119,858	98,377

(e) Management Discussion and Analysis

Refer to section 10.10 for management discussion and analysis of the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information, which includes the Duxton Farms Historical Financial Information.

(f) Material changes in financial position

Within the knowledge of the Duxton Farms Board, as at the Last Practicable Date, the financial position of the Duxton Farms Group has not materially changed since 30 June 2025, being the latest date of the statement of financial position for Duxton Farms.

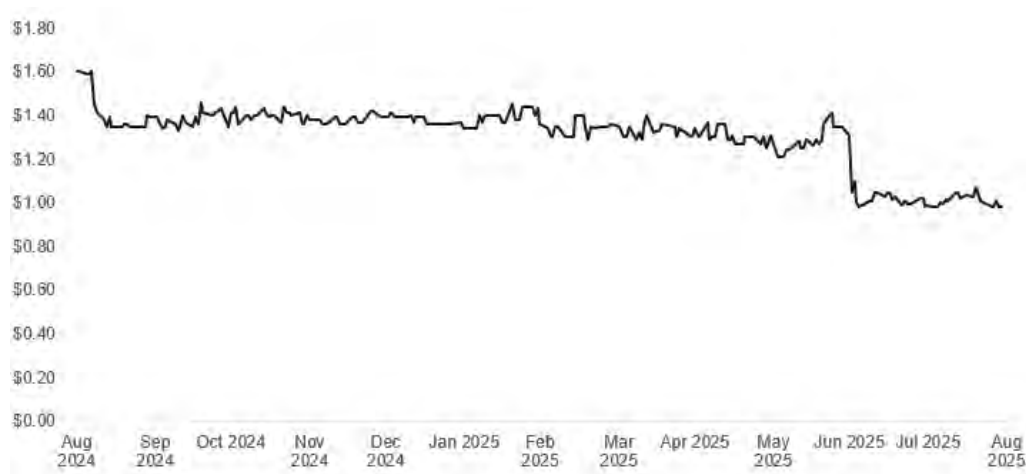
9.10 Substantial holders in Duxton Farms Shares

Duxton Farms Shareholders holding a Relevant Interests in 5% or more of the Duxton Farms Shares based on publicly released substantial holder notices as at the Last Practicable Date are:

Duxton Farms Shareholder	Number of Duxton Farm Shares	Percentage shareholding
Richard Magides	16,312,447	35.92%
Ed Peter	10,570,966 ⁵⁶	23.30%
Regal Funds Management Pty Ltd	2,681,153	5.90%

9.11 Duxton Farms Share price performance

The following chart shows the closing Duxton Farms Share price and corresponding daily volume traded over the last 12 months up to and including the Last Practicable Date:



⁵⁶ These figures represent Ed Peter's holdings as set out in his last substantial holders notice dated 6 August 2025. It should be noted Ed Peter lodged an Appendix 3Y on 27 August 2025 which indicates his current interests in Duxton Farms Shares as at the Last Practicable Date to be 10,644,466.

The table below indicates the price of Duxton Farms Shares as at the Last Practicable Date at or during the following periods:

As at the Last Practicable Date	Per Duxton Farms Share
The last recorded traded price	\$0.98 (1 September 2025)
The highest recorded traded price of Duxton Farms Shares in the previous 3 month period	\$1.43 (24 June 2025)
The lowest recorded traded price of Duxton Farms Shares in the previous 3 month period	\$0.97 (28 August 2025)
The highest recorded traded price of Duxton Farms Shares in the previous 12 month period	\$1.60 (4 September 2025)
The lowest recorded traded price of Duxton Farms Shares in the previous 12 month period	\$0.97 (28 August 2025)
The closing price of Duxton Farms Shares on 25 June 2025 (the last trading day prior to the announcement of the Merger)	\$1.35 (25 June 2025)

9.12 Duxton Farms incentive arrangements

Duxton Farms does not have any formal equity incentive arrangements in place. Duxton Farms provides certain employees with discretionary equity and/or cash bonuses in accordance with the terms of their relevant employment agreements.

9.13 Rights and liabilities attaching to Duxton Farms Shares and Duxton Farms' constitution

The rights and liabilities attaching to Duxton Farms Shares which are issued to the Scheme Shareholders of all Merger Companies, including Duxton Orchards Scheme Shareholders, as Scrip Consideration will be the same as those attaching to existing Duxton Farms Shares. These rights and liabilities are detailed in the constitution of Duxton Farms, and are subject to the Corporations Act and the Listing Rules.

The table below summarises some of the key rules in the constitution of Duxton Farms in relation to the rights and liabilities attached to Duxton Farms Shares in effect at the date of this Scheme Book. This summary does not purport to be exhaustive and must be read subject to the full text of the constitution of Duxton Farms.

Duxton Orchards Shareholders should seek their own independent advice in relation to their rights and liabilities as potential holders of Duxton Farms Shares in specific circumstances.

(a) Meeting of Duxton Farms Shareholders

Duxton Farms Directors may call a meeting of Duxton Farms Shareholders and decide when and where it happens. Duxton Farms Directors must call a meeting of Duxton Farms Shareholders when requested by Duxton Farms Shareholders under the Corporations Act. Notices must be sent out to the Duxton Farms Shareholders, the Duxton Farms Directors, the auditors and the ASX. A quorum of 5 Duxton Farms Shareholders is required at the start of the meeting. The chairperson may regulate the meeting of Duxton Farms Shareholders.

(b) Voting at a general meeting

At a meeting of Duxton Farms Shareholders, each Duxton Farms Shareholder is entitled to attend and vote in person, by proxy or by representative. Each Duxton Farms Shareholder has one vote for each Duxton Farms Share held.

Duxton Farms Shareholder votes are decided by a show of hands unless a poll is requested. Duxton Farms Shareholders can vote in person, by proxy or direct voting in some instances. Each Duxton Farms Shareholder present at the meeting has one vote. On a poll, one vote is provided for each fully paid Duxton Farms Share.

(c) Dividends

Holders of Duxton Farms Shares will have the right to participate fully in all dividends, other distributions and entitlements declared by Duxton Farms in respect of ordinary shares on or after Implementation.

(d) Transfer of Duxton Farms Shares

Duxton Farms Shares can be transferred via CHESS, any instrument or form approved by the Duxton Farms Directors, or any other transferring method recognised by the Corporations Act or ASX. A fee must not be charged to register a transfer except where permitted. Registration of a transfer document must not be unreasonably delayed or prevented.

Duxton Farms must not prevent, delay or interfere with the registration of a transfer document. However, it may apply a holding lock to prevent a transfer, or refuse to register a paper-based transfer document, where permitted by the Corporations Act or the Listing Rules.

(e) Issue of further Duxton Farms Shares

Duxton Farms Directors may issue Duxton Farms Shares at any time with any terms and any rights subject to the Corporations Act and Listing Rules.

(f) Winding up

In a winding up, all capital and surplus capital will be repaid to Duxton Farms Shareholders if there are enough assets to do so. Partly paid Duxton Farms Shares will be distributed the fraction of which has been paid for the share price when the winding up began. If there are not enough assets, Duxton Farms Shareholders will be paid in proportion to the number of Duxton Farms Shares held out. The liquidator can distribute property in any way and may resolve disputes over the distribution. Duxton Farms Shares which are restricted securities⁵⁷ will rank behind all other Duxton Farms Shares in the repayment of capital on a winding up.

(g) Sale of non-marketable parcels

Duxton Farms may sell the Duxton Farms Shares of a non-marketable parcel if the shareholder does not act within the relevant notice period. The proceeds will be returned to the Duxton Farms Shareholder. Duxton Farms is liable for the costs of the sale, however, the person who previously held those shares will be liable for any taxes, stamp duties or capital gains incurred as a result of such sale.

(h) Share buy-backs and capital reductions

Duxton Farms may conduct share buy-back or capital reductions in accordance with the requirements under the Corporations Act.

⁵⁷ Restricted securities has the same meaning as in the Listing Rules.

(i) Variation of class rights

At present, Duxton Farms' only class of share on issue is ordinary shares.

Subject to the Corporations Act, the rights attached to shares may be varied cancelled or converted through a special resolution that is passed amongst the class of relevant shareholders or by written consent of the shareholders with at least 75% of the votes in that class.

(j) Proportional takeover provisions

A proportional takeover bid can only proceed if the Duxton Farms Shareholders approve it in an approving resolution. The Duxton Farms Directors must ensure that the right voting procedures are adhered to.

(k) Dividend reinvestment plan

Duxton Farms has the Dividend Reinvestment Plan in which Duxton Farms Shareholders may elect to participate in. Details of the Dividend Reinvestment Plan can be found at Duxton Farms' investor centre at <https://www.duxtonfarms.com/investor-centre>. This Dividend Reinvestment Plan can be amended or suspended at any time.

(l) Duxton Farms Directors - appointment and removal

Duxton Farms Directors can be appointed or removed at a general meeting. The Duxton Farms Directors may also appoint a Duxton Farms Director at any time to fill a vacancy or as an existing Duxton Farms Director so long as there is not more than 10 Duxton Farms Directors.

(m) Variation of Duxton Farms' constitution

The constitution of Duxton Farms may be varied in accordance with section 136(2) of the Corporations Act by special resolution.

9.14 Publicly available information about Duxton Farms

As a disclosing entity, Duxton Farms is subject to regular reporting and disclosure obligations. Information disclosed to ASX by Duxton Farms is available on ASX's website at www.asx.com.au and Duxton Farms' website at <https://www.duxtonfarms.com/>. Further, copies of documents lodged with ASIC by Duxton Farms may be obtained from, or inspected at, an ASIC office or ASIC's website at www.asic.gov.au.

On request to Duxton Farms, Duxton Orchards Shareholders may obtain a copy of:

- the annual financial report of Duxton Farms for the year ended 30 June 2025 (being the annual financial report most recently lodged with ASIC before lodgement of this Scheme Booklet with ASIC) (**Latest Duxton Farms Annual Report**); and
- any continuous disclosure notice given to ASX by Duxton Farms since the lodgement with ASIC of the Latest Duxton Farms Annual Report on 7 August 2025 and before lodgement of this Scheme Book with ASIC.

Duxton Orchards Shareholders may request copies of the above documents by emailing invest@duxtonam.com or by calling +61 8 8130 9500 between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays).

Set out below is a list of announcements made by Duxton Farms to ASX from the date of Duxton Farms' announcement of the Merger on 26 June 2025 to the Last Practicable Date.

Date	Headline	Type
27 August 2025	Change of Director's Interest Notice	Change of Director's Interest Notice
21 August 2025	Cowaribin & Merriment Placed on Market	Company Administration - Other
20 August 2025	Strategic Merger Update	Scheme of Arrangement
8 August 2025	Change of Director's Interest Notice - EP SD	Change of Director's Interest Notice
7 August 2025	Change in substantial holding	Change in substantial holding
7 August 2025	Appendix 4G and Corporate Governance Statement	Corporate Governance Appendix 4G
7 August 2025	Annual Report to shareholders	Annual Report Top 20 shareholders Fully Year Accounts Full Year Audit Review Full Year Directors' Statement Full Year Directors' Report
7 August 2025	Preliminary Final Report	Preliminary Final Report
7 August 2025	Application for quotation of securities - DBF	Appendix 2A
6 August 2025	Change in substantial holding	Change in substantial holding
1 August 2025	Update - Application for quotation of securities - DBF	Appendix 2A (Application for Quotation of Securities)
1 August 2025	Application for quotation of securities - DBF	Appendix 2A (Application for Quotation of Securities)
31 July 2025	Quarterly Activities/Appendix 4C Cash Flow Report	Commitments Test Entity - Fourth Quarter Cashflow Report
9 July 2025	FY25 Independent Valuation Update	Periodic Reports – Other
8 July 2025	Webinar Recording	Web Cast
7 July 2025	Change in substantial holding	Change in substantial holding
30 June 2025	Update – Proposed issue of securities – DBF	Appendix 3B (Proposed issue of securities)
30 June 2025	Upsize of Placement to \$4.55m	Dividend - Special Scheme of Arrangement Web Cast Placement Asset Acquisition Notice of Meeting – Other Trading Halt Lifted Security Purchase Plan
25 June 2025	Dividend/Distribution – DBF	Dividend Reinvestment Plan Dividend Record Date Dividend Pay Date Dividend Rate
26 June 2025	Proposed issue of securities – DBF	Appendix 3B (Proposed issue of securities)
26 June 2025	Merger and Placement Presentation	Company Presentation
26 June 2025	Strategic Merger and \$4m Placement	Dividend Reinvestment Plan Dividend - Special Scheme of Arrangement Web Cast Placement Asset Acquisition
26 June 2025	Trading Halt	Trading Halt

Date	Headline	Type
26 June 2025	Pause in Trading	Notice pending

9.15 Duxton Farms Directors' recommendation

The Merger is unanimously recommended by the Duxton Farms Directors comprising the Duxton Farms Sub-committee,⁵⁸ and each of them intends to vote, at the Duxton Farms Shareholder Meeting, all of the Duxton Farms Shares in which they have a Relevant Interest (see section 9.8(b)) in favour of the Duxton Farms Merger Resolutions, except to the extent they are unable to vote or their vote is excluded.⁵⁹

In addition, the Merger is unanimously recommended by the other Duxton Farms Directors (Ed Peter and Stephen Duerden), and each of them intends to vote, at the Duxton Farms Shareholder Meeting, all of the Duxton Farms Shares in which they have a Relevant Interest (see section 9.8(b)) in favour of the Duxton Farms Merger Resolutions, except to the extent they are unable to vote or their vote is excluded.⁶⁰

9.16 No other material information

Except as disclosed in this Scheme Book, there is no other information relating to Duxton Farms that is material to the making of a decision by a Duxton Orchards Shareholder on whether or not to vote in favour of the relevant Scheme that is within the knowledge of any director of Duxton Farms as at the date of this Scheme Book which has not previously been disclosed to Duxton Orchards Shareholders.

⁵⁸ Duxton Orchards, Duxton Farms, Duxton Capital and each Other Merger Company developed a Conflicts Policy for the purposes of the Merger which included the establishment of board sub-committees comprised of directors who were not also a director of another of those companies. Further details in relation to these arrangements are set out in section 1.6 and Schedule B of the ASX announcement released by Duxton Farms on 26 June 2025.

⁵⁹ In addition, subject to the independent expert for Duxton Farms concluding (and continuing to conclude) that certain transactions contemplated by the Duxton Farms Merger Resolutions are either fair and reasonable or not fair but reasonable to Duxton Farms Shareholders (as applicable).

⁶⁰ In addition, subject to the independent expert for Duxton Farms concluding (and continuing to conclude) that certain transactions contemplated by the Duxton Farms Merger Resolutions are either fair and reasonable or not fair but reasonable to Duxton Farms Shareholders (as applicable).

10. Information about the Merged Group

10.1 Introduction

The information contained in this section 10 has been prepared by Duxton Farms (other than information relating to a Merger Company that was provided by or on behalf of that Merger Company, which is contained in or used in the preparation of this section). The information concerning Duxton Farms and (subject to the same qualifications) the Merged Group, and the intentions, views and opinions contained in this section 10 constitutes Duxton Farms Information and are the responsibility of Duxton Farms. Although Duxton Farms believes that the views reflected in this section 10 have been made on a reasonable basis, no assurance can be given that such views will prove to have been correct.

Each Merger Company and its officers and advisers do not assume any responsibility for the accuracy or completeness of the information in this section 10.

10.2 Overview of the Merged Group

(a) Summary

The objective of the Merger is to create a large and diversified agricultural investment platform with exposure to a range of geographies, commodities and production systems, and to establish a Merged Group that carries less risk with higher long-term earnings and capital growth potential than any of the Merger Companies individually. That is, Duxton Farms is pursuing the Merger to create value for key stakeholders beyond the sum of its parts by managing operating and market risks across the Merged Group and assessing potential operational synergies to create a platform for future growth with higher potential for earnings growth and capital appreciation. Duxton Farms seeks to create a larger, more investable business with a greater visibility on the ASX than Duxton Farms currently has and a less concentrated, more diverse share register than any of the Merger Companies, which may open a pathway for greater liquidity for Duxton Farms Shareholders and Scheme Shareholders and greater access to capital for the Merged Group.

The potential benefits of the Merged Group can broadly be grouped in the following broad categories which are expanded on below:

- operational diversification;
- operational synergies
- knowledge sharing and internalisation;
- platform for future growth; and
- scale and access to capital.

(b) Background and context to Merger

Duxton Farms was initially listed on the ASX in February 2018 as a portfolio of broadacre farming assets focused on cereal and oilseed production located in the Central West of New South Wales around Forbes. During the 2017-19 drought Duxton Farms sought to expand its operations to gain greater exposure to irrigated cropping and livestock as a method of derisking its portfolio's heavy reliance on more volatile weather-dependent dryland cropping. Duxton Farms had sought to diversify geographically into South Australia through the acquisition of the Boorala asset in 2019, but rapid land price appreciation in the Limestone Coast area resulted in yield compression which made further expansion financially challenging, and resulted in the divestment of that property in 2021 for a 60% capital gain in 18 months, the majority of which was redeployed in acquiring the West Plains and Lenborough assets adjacent to the existing New South Wales portfolio.

Duxton Farms has been seeking to expand and broaden the scope and scale of its portfolio beyond broadacre farming and livestock in New South Wales since 2022. This decision was driven primarily by two factors: firstly, the 2022 Murray-Darling Basin floods in February and October of that year, which significantly and negatively impacted Duxton Farms' 2022 and 2023 full year results, demonstrating the risk inherent in a portfolio characterised by a geographically concentrated asset base; and secondly, by further land price appreciation across the portfolio occurring over a period where the prices of Duxton Farms' key commodities produced have remained broadly flat, creating yield compression on a larger scale. As a result, since listing Duxton Farms has experienced a strong uplift in the value of its portfolio as determined by independent third-party valuers while the portfolio itself has failed to generate positive earnings. During this period Duxton Farms' share price has not kept pace with the performance of its underlying investment strategy, creating a wide disconnect between the value of Duxton Farms' net assets and its market capitalisation.

In order to address this issue, Duxton Farms has divested two of its largest dryland cropping properties, reducing exposure to a relatively volatile and weather-dependent production system while providing Duxton Farms with an opportunity to redeploy capital into development projects which may facilitate the Duxton Farms Board's strategic objectives of expanding and broadening the scope of operations and scale of the portfolio. Duxton Farms has focussed its investment strategy into greenfield development opportunities such as its Piambie pistachio orchard (currently in its third stage of planting) and its Northern Territory development assets (Mountain Valley and the Wildman Agricultural Precinct). While the Duxton Farms Board believes these projects have the potential to generate substantial value over time, they are expected to require time and resources to fully realise their full productive and earnings potential. As such, the Duxton Farms Board is seeking to accelerate this strategy in a manner through its strategic acquisition of the Merger Companies for a combination of Scrip Consideration and up to 20% of the equity value being paid in Cash Consideration.

Currently each of the Merger Companies operates with their own relatively narrow investment strategies focused on the production of a small range of commodities, each except for Duxton Bees has an asset base concentrated in a limited geographic area, each has its own operations team negotiating the procurement of most key inputs and sale of its produce individually, its own financing arrangements, board of directors and agreements with Duxton Capital as the investment manager. While each Merger Company has a distinct value proposition and pathway to significant long-term value creation, they are limited to a narrow operating scope. The objective of the proposed Merger is to create a business that is more valuable than the sum of its parts, that is, relative to the Merger Companies, characterised by:

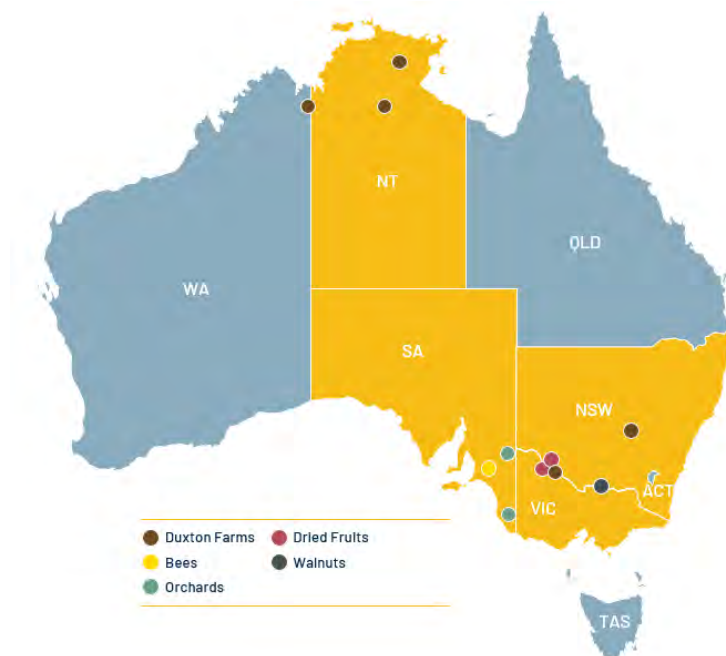
- a larger, less concentrated portfolio of greenfield, maturing and mature agricultural assets spread across Australia with a broad operating scope;
- a more stable earnings profile with diverse revenue streams and high growth potential;
- an expanded operations team which can share knowledge and resources;
- internal corporate functions, including inhouse finance, legal, human resources, and sustainability teams;
- greater purchasing and pricing power;
- a more diverse and less concentrated share register with greater liquidity; and
- better access to capital markets.

(c) Operational Diversification

Climate and weather risk are fundamental challenges for primary producers, with direct impacts (including lack of rain, crop loss due to flood/hail/fire, reduced or increased chill hours, etc.) and indirect (including disease, access difficulties, competition for inputs/services, etc) for any

agricultural business (see section 11.2 for further details to these risks). Geographic diversification is a key method for mitigating both the localised impacts of extreme and unpredictable weather events and the consequences of long-term climate change. The Merged Group will have assets in five states and territories with a range of production systems (i.e., dryland cropping, irrigated cropping, apiary, permanent horticulture, etc.) across both tropical and temperate regions in Australia. This is expected to assist in derisking the Merged Group's earnings profile when compared with the status quo as the operating performance will be less dependent on conditions in any one area of the country.

Geographic and commodity diversification may also smooth out cash flows at a Merged Group level, given that in many single-commodity agricultural business it is common for cash to be generated in one period of the year (usually at or after harvest). This can heighten the risk around this period (as any operating issue at harvest will have a disproportionate impact on that business relative to other periods in the year) and can also make the business more dependent on external financing (see section 11.2 for further details as to these risks). The Merged Group is expected to benefit from staggered harvest and sales periods, resulting in operating cash flows that may be less volatile than any one Merger Company could expect to achieve by itself, which would be an immediate benefit for budgeting and risk management.

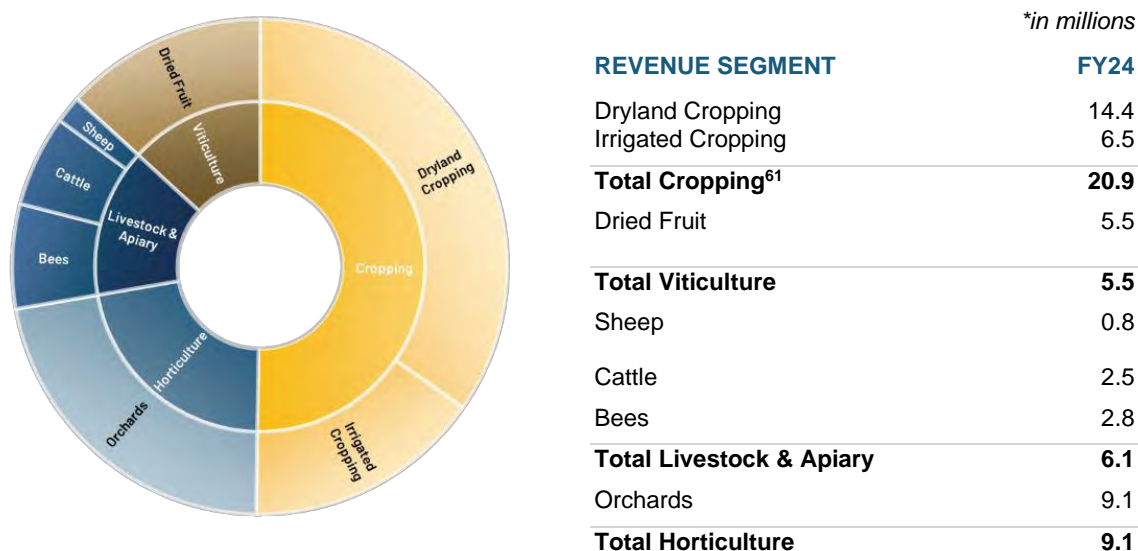


Similarly, the Merged Group will have diversified revenue streams with over twelve commodities and services sold to a broad range of customers, organised into the four major segments outlined below. Depending on seasonal conditions, these include, have included or are expected to include:

- cereal grains (notably wheat, barley and grain sorghum);
- legumes (notably chickpeas and field peas);
- fodder crops (notably hay, straw, silage, and improved pasture for livestock);
- oilseeds (notably canola);
- fibre products (notably cotton and wool);
- livestock (notably sheep and cattle);
- apiary services (notably pollination services, hive auditing and hive broking);

- honey;
- apples;
- dried grapes;
- pistachios (under development and not yet in production); and,
- walnuts (under development and not yet in production).

This assists to reduce the pricing risk associated with heavy exposure to any one commodity, market or customer, mitigating the risk of a market downturn in any one commodity, issues accessing any one specific market, and the counterparty risk in dealing with major customers. Australian agriculture has faced a number of challenges on this front recently (i.e., Chinese barley tariffs, unfavourable Australian apple pricing, etc.) and the Merged Group's diversified production base and revenue profile promotes a reduces volatility in earnings over the long-term, which in turn may allow the Merged Group greater strategic flexibility relative to a business with a single commodity exposure.



(d) Operational Synergies

The Merged Group may be able to take advantage of operational synergies, which can generally be grouped as cost savings or revenue generation opportunities.

On the cost savings front, the Merged Group will seek to drive increased purchasing power, and from common resource stockpiling and sharing, notably for fuel, fertilisers, chemicals, water, seed, equipment, vehicles and machinery. It is relatively common for agricultural businesses to have capital tied up in plant and equipment or other inputs that are not utilised throughout the year (for example, a \$1 million cotton picker may only be used for a few weeks each season). The Merged Group will focus on enhanced utilisation of underutilised resources (i.e., tractors, harvesters, water entitlements, etc.) which may currently exist in each Merger Company to reduce the capital intensity of the Merged Group's operations.

The Merged Group also intends to consider vertical integration beyond the farmgate that can drive efficiencies associated with centralised processing facilities (i.e., cleaning, sorting, grading,

⁶¹ Dryland cropping includes revenue generated by Duxton Farms from wheat, dual-purpose wheat, and barley. Irrigated cropping includes cotton, canola, faba beans, chickpeas, and irrigated wheat.

packing, distribution), which may not be available to any one Merger Company, particularly those that are too small to justify the capital outlay.

Duxton Farms also believes there are opportunities to make savings on the combined cost of financing and insurance relative to the current combined pro forma costs of the Merger Companies, on the basis that the larger diversified portfolio is has reduced operating risk.

The Merged Group will also consider revenue generation opportunities associated with complementary operations (i.e., bee hives kept at permanent horticulture sites) and may be able to leverage existing customer relationships and partnerships across the portfolio to generate production and sales opportunities not otherwise readily available to any one Merger Company (i.e., multicommodity offtake agreements for complementary commodities).

Notwithstanding the above, the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information set out in section 10.10 does not assume any cost savings arising from these potential synergies and any cost savings will be incurred from Implementation for the benefit of Duxton Farms Shareholders.

(e) Knowledge sharing and internalisation

There are a number of opportunities with the potential to drive sustained value creation at the Merged Group level by leveraging the knowledge and expertise embedded in the operations teams of each Merger Company across the wider portfolio of assets. While each operations team has been selected and developed to execute on a specific mandate with only a small amount of surface-level overlap, many of the underlying skills in planning, establishing, developing and operating the Merger Company assets have a wide range of applications across the portfolio. This is particularly relevant where those skills are highly specialised or difficult to find in the Australian labour market. Examples where this may be the case include:

- largescale commercial tree nut developments (i.e., the Piambie pistachio development has been partially overseen by Derek Goulet on contract);
- apiary and pollination services (i.e., management of bee hives on apples, vineyards and tree nuts may be overseen by Keegan Blignaut);
- physical irrigation infrastructure (i.e., largescale irrigation systems across a Merger Company may be planned and managed by Bryan Goldsmith);
- cropping and land management (i.e., annual cropping systems across the Merger Company may be managed by Bryan Goldsmith);
- sustainable farming practices and carbon credit generation (i.e., knowledge and experience in land management and carbon credit generation may be shared between Bryan Goldsmith, Glenn Carningham, Derek Goulet, Nathan Walker and Duxton Capital).

The increased size and scope of the portfolio also allows Duxton Farms greater scope to continue investing in talent, particularly in instances where investing in a certain skillset may not have been justifiable for a smaller business.

The Merger also facilitates the internalisation of certain corporate functions which have previously been provided by Duxton Capital outside of the scope of the Investment Management Agreement. The Merged Group is expected to benefit from bringing some employees of Duxton Capital inhouse, many of whom bring with them the experience of having established some of the Merger Companies and worked across this specific portfolio for a number of years up to the Implementation Date. This is expected to facilitate a transfer of valuable intellectual property from Duxton Capital into Duxton Farms which cannot be readily achieved using resources available in the wider labour market. The Merged Group is targeting lower overhead costs when taking into account professional services which were previously outsourced to, or arranged by, Duxton Capital, and the opportunity to build more efficient and specialised finance, human

resources, legal, and sustainability functions which can be tailored to the needs of the Merged Group's investment and operating strategy.

See section 13.2 for further details on Duxton Farms' internalisation of corporate functions.

(f) Platform for future growth

One of the key objectives of the Merger is to create a portfolio with a balanced mix of greenfield, maturing and mature assets. The Merged Group is intended to provide exposure to projects which are expected to begin generating cash in the short-term (i.e., the dried fruits vineyards) and to development opportunities which are expected to create significant value as they reach maturity over a longer time horizon (i.e., the Piambie pistachio development). Achieving a balance between short-term earnings stability (i.e., mature assets) and long-term growth potential (i.e., greenfield assets) is core to the strategic rationale of the proposed Merger, and the Merged Group is expected to be in a better position to deliver on this objective than Duxton Farms as is, or any of the Merger Companies by themselves.

PORTFOLIO MATURITY PROFILE – TREES & CROPS

ASSETS AT VARIOUS STAGES OF MATURITY PROVIDING LONG-TERM GROWTH POTENTIAL

Profile	Site Feasibility	Planting & Establishment	Ramp up	Productive Maturity	Exit / Redevelopment
Wildman	6 to 12 months	Up to ~500 - 1,000 hectares	1 to 3 years after clearing	3 years after fodder cropping system ⁵	
Walnuts	6 to 12 months	Up to ~100 - 150 hectares	6 to 7 years after planting	7 to 35 years after planting	40+ years after planting
Pistachios	6 to 12 months	Up to ~100 - 150 hectares	9 to 12 years after planting	12 to 80 years after planting	80+ years after planting
Dried Fruits	6 to 12 months	Up to ~60 - 150 hectares	3 to 4 years after planting	4 to 25 years after planting	25+ years after planting
Orchards	6 to 12 months	Up to ~50 - 100 hectares	5 to 6 years after planting	6 to 20 years after planting	20+ years after planting

Once established, the Merged Group is also expected to be in an improved position to foster new development projects or facilitate further vertical and horizontal integration through bolt-on acquisitions to deliver on its mandate as a diversified agricultural investment platform. The Merged Group will seek to establish more robust operational foundations and greater strategic latitude through its increased scale and larger pool of shared resources to continue developing the portfolio beyond the limited scopes of each Merger Company individually, contributing to the fulfilment of many of Duxton Farms' strategic objectives.

(g) Scale and access to capital

At Implementation, the share register of the Merged Group will be larger and less concentrated, with a more diverse set of shareholders. This may increase liquidity for Duxton Farms (particularly once Escrowed Shareholders exit their escrows), which may make the business a more investable proposition for institutional investors. Increased scale and liquidity may be a factor in addressing the historic discount between Duxton Farms' market capitalisation and its net asset value, which has been a key concern for the Duxton Farms Board and Duxton Farms Shareholders. If realised, greater scale and more liquidity in the share register may provide the Merged Group with further access to capital.

10.3 Operations of Merged Group

The Merged Group's operations will, in the first instance, be similar to those of Duxton Farms and the Merger Companies, though likely regrouped under the following categories:

- cropping and livestock, including most of Duxton Farms' New South Wales portfolio, the establishment of annual cropping systems at its Northern Territory assets, and management of annual cropping systems at Duxton Walnuts;

- horticulture, including Duxton Walnuts' Yarramundee and Duxton Farms' Piambie developments, and Duxton Orchards' Loxton and Nangwarry assets (in addition to any further horticultural opportunities undertaken by the Merged Group);
- dried grapes, including Duxton Dried Fruits' Euston and Wemen vineyards; and
- apiary, comprising the operations of Duxton Bees.

This portfolio will produce or provide over twelve commodities and services and will have a footprint spanning 180,000 ha in at least five states and territories. Shareholders in the Merged Group will benefit from direct exposure to an asset backed portfolio comprised primarily of agricultural land and water entitlements, and the diversified operating business itself, which will benefit as and when combined productive potential of the portfolio is realised.

Investors should note that the Duxton Farms Board has sold assets to provide capital for investment in development projects which fulfil its strategic objectives, as outlined in section 10.6(b) and in section 10.2 of this Scheme Book. The Duxton Farms Board may continue to capitalise on opportunities to rationalise assets in the future.

10.4 Ownership of the Merged Group

If Implementation of the Schemes occurs, and assuming that all Merger Companies are acquired by Duxton Farms and that all Scheme Shareholders receive Scheme Consideration comprising 80% Election Scrip Consideration and 20% Cash Consideration, there will be approximately 104.6 million Duxton Farms Shares on issue, with approximately 55.6 million Duxton Farms Shares (53.1%) being issued to the Scheme Shareholders as Scrip Consideration and approximately 49.0 million Duxton Farms Shares (46.9%) held by the current Duxton Farms Shareholders.⁶²

Assuming that all Scheme Shareholders of all Merger Companies receive the Default Scrip Consideration (comprising 100% Duxton Farms Shares), there will be approximately 118.2 million Duxton Farms Shares on issue, with approximately 69.2 million Duxton Farms Shares (58.5%) being issued to Scheme Shareholders as the Default Scrip Consideration and approximately 49.0 million shares (41.5%) held by the current Duxton Farms Shareholders.⁶³

(a) Pro forma capital structure of Duxton Farms

The expected impact on the capital structure of Duxton Farms from the Merger is illustrated in the table below. The impact of the Merger on the shareholdings of Ed Peter and Richard Magides is included below as it is a Condition Precedent to the Duxton Orchards Scheme and a condition precedent to the Schemes of each Other Merger Company that Duxton Farms Shareholders approve the issue of Duxton Farms Shares to both Ed Peter and Richard Magides in consideration for the acquisition of their Scheme Shares (see section 4.4(c) for further detail).

Particulars	Last Practicable	Change due to Duxton Farms Placement	Merger Companies acquired		Merger Companies acquired	
			Change due to Merger (80% Scrip) ⁶	After the Merger + Duxton Farms Placement	Change due to Merger (100% Scrip) ⁷	After Merger + Duxton Farms Placement ⁸
Duxton Farms Shares ¹	45,415,307	3,638,400	55,571,232	104,624,939	69,151,449	118,205,156
Richard Magides ²	16,312,447 (35.95%)	2,000,000 ²	6,490,913	24,803,360 (23.71%)	8,113,641	26,426,088 (22.36%)
Ed Peter ³	10,644,466 (23.40%)	400,000 ³	4,131,846	15,176,312 (14.48%)	4,852,215	15,896,681 (13.42%)

⁶² Assumes the Duxton Farms Placement completes on Implementation.

⁶³ Assumes the Duxton Farms Placement completes on Implementation.

Particulars	Last Practicable	Change due to Duxton Farms Placement	Merger Companies acquired		Merger Companies acquired	
Other Merger Company Shareholders ⁴	-	- ⁵	44,948,474	44,948,474	56,185,592	56,185,592

Notes

- Represents all Duxton Farms Shares on issue (including for those entities referred to in Notes 2 and 3 below) on completion of each stage represented in the table on the basis of the stated assumptions.
- Reflects Richard Magides' interests. Assumes Richard Magides receives Duxton Farms Shareholder approval to take up \$2.5 million under the RM Placement.
- Reflects Ed Peter's direct interests and indirect interests through shareholdings of the Peter Family Trust, BNP Paribas NOMS Pty Ltd and Duxton Capital Investments. Stephen Duerden, a director of Duxton Farms, has an indirect interest through the Duerden Family Trust and his minority interest in Duxton Capital Investments. Assumes the EP Placement Entity receives Duxton Farms Shareholder approval to take up \$500,000 under the EP Placement.
- Excludes entities referred to in Notes 2 and 3 above that are Merger Company Shareholders.
- Assumes that 'Other Merger Company Shareholders' who are Duxton Farms Shareholders do not participate in the Duxton Farms Placement.
- "80% Scrip" assumes that all Merger Company Shareholders elect to receive 20% Cash Consideration as part of their Scheme Consideration. In the 80% Scrip scenario, if Duxton Orchards is not acquired as part of the Merger, the number of Duxton Farms Shares would be reduced by 642,863 Duxton Farms Shares, with 170,974 Duxton Farms Shares in respect of which Richard Magides has an interest issued to entities referred to in Note 2, 167,209 Duxton Farms Shares in respect of which Ed Peter has an interest issued to entities referred to in Note 3, and 304,679 Duxton Farms Shares issued to 'Other Merger Company Shareholders'.
- "100% Scrip" assumes that all Merger Company Shareholders of each Merger Company receive the Default Scrip Consideration. In the 100% Scrip scenario, if Duxton Orchards is not acquired as part of the Merger, Duxton Farms Shares would be reduced by 803,579 shares, with 213,718 in respect of which Ed Peter has an interest issued to entities referred to in Note 2, 209,012 in respect of which Ed Peter has an interest issued to entities referred to in Note 3, and 380,849 issued to Other shareholders of Merger Companies.
- On the basis that the Duxton Farms Shares issued under the Duxton Farms Placement and as the Scrip Consideration are issued at a price of \$1.25 per Duxton Farms Share.

10.5 Corporate governance of the Merged Group

(a) Board and Management of Merged Group

The Duxton Farms Board will remain as the Duxton Farms Board following Implementation of the Schemes. There are no specific or immediate plans to add or remove directors of Duxton Farms following Implementation of the Schemes. Through the Duxton Farms Board they intend to continue investing in governance and management talent at the director level.

The most notable change in senior management in the Merged Group is the introduction of the Chief Operating Officer role, which will be provided by Duxton Capital as part of its remit. Simon Stone will be the Chief Operating Officer who will be responsible for overseeing the successful integration of the Merger Companies post-Implementation and execution of Duxton Farms' intentions in respect of the Merged Group. He will likely remain in that position for between 12 and 24 months, after which time Duxton Farms will undertake a full talent search to find an appropriately qualified long-term Chief Operating Officer.

(b) Employees of Duxton Farms and the Merger Companies

The internalisation of some corporate functions will also create new roles in the Merged Group as employees of Duxton Capital shift across into comparable roles in the Merged Group. This will include new roles in finance, legal, human resources, and sustainability, including the requisite management structures for those teams.

The operations teams of Duxton Farms and the Merger Companies are currently expected to remain in roles broadly comparable to their current positions, with broadly identical roles and responsibilities. Reporting lines may be altered slightly to fit the structure outlined in section 10.3 above.

(c) Corporate governance of the Merged Group

The Duxton Farms Board is responsible for corporate governance of Duxton Farms and the Merged Group.

A summary of Duxton Farms' corporate governance policies is provided below. Full details including the Corporate Governance Statement, charters and related corporate governance policies are available on Duxton Farms' website (<https://www.duxtonfarms.com/files/reports/duxtion-farms-ltd-corporate-governance-statement-2025.pdf>).

Duxton Farms has adopted a number of other corporate governance policies including:

- a Code of Conduct that requires all directors, officers, employees, contractors, and investment manager personnel to act with the highest levels of integrity, professionalism, and legal compliance—maintaining confidentiality, avoiding conflicts of interest, respecting corporate opportunities, protecting company assets, and ethically managing inside information. It also mandates encouraging and responsibly handling reports of unlawful or unethical behaviour, ensuring accountability and trust across the organisation;
- a Securities Trading Policy that prohibits directors, key management personnel, and contractors from trading in Duxton Farms' securities while in possession of price-sensitive information or engaging in short-term trading (within three months) without prior approval, and restricts trades to designated black-out periods. It also mandates written pre-approval from a designated officer for any exceptions (including cases of financial hardship), requires prompt notification of trades to the Duxton Farms' company secretary for ASX disclosure, and forbids hedging or margin-lending arrangements that could undermine compliance;
- a Continuous Disclosure Policy that ensures that all material, price-sensitive information is promptly reported to the Duxton Farms Board and disclosed to the ASX in accordance with legal obligations. The policy prohibits selective disclosure, centralises external communications through the chair and company secretary of Duxton Farms, and allows the Duxton Farms Board to request trading halts or respond to false markets where necessary; and
- a Shareholder Communication Policy that promotes timely and accessible communication by distributing key documents such as reports and meeting notices electronically or by mail, and by publishing all ASX announcements and disclosures

on its website. It encourages shareholder engagement by allowing questions before meetings and ensuring the external auditor is available at AGMs to address audit-related queries.

10.6 Intentions for the Merged Group

(a) Continuation of business

The Merged Group's short-term operating strategy is expected to remain broadly consistent with the existing operations of Duxton Farms and the Merger Companies.

The Duxton Farms Board has sold assets to provide capital for investment in development projects which fulfil its strategic objectives, as outlined in section 10.6(b) and in section 10.2 in this Scheme Book. The Duxton Farms Board may continue to capitalise on opportunities to rationalise assets after the completion of the Merger, particularly with respect to the New South Wales portfolio.

(b) Strategy and direction of the Merged Group

The fundamental strategic objective of the Merged Group will be broadly similar to that of Duxton Farms on a larger scale; that is, the Merged Group aims to provide direct exposure to a well-diversified portfolio of Australian agricultural assets which produce key staple food and fibre products. Duxton Farms aims to meet rising global demand for agricultural commodities driven by a growing population and rising incomes in developing economies.

Duxton Farms' most immediate strategic priorities will be to integrate the acquired Merger Companies and ensure that the asset base and operations team is well positioned to capitalise on the Merged Group's investment thesis. The Duxton Farms Board may also seek to make further acquisitions which complement the expanded scope of its operations, and/or divestments of assets which do not suit its strategic aims.

(c) Integration

As the Merger Companies largely operate as standalone single-strategy businesses, each is expected to be able to continue as they otherwise would have in the absence of the Merger, following the seasonal production and sales cycles as dictated by the production system and operating strategy already in place. The Duxton Farms Board expects that the aspects of the Merger that will require the most attention in the immediate term are:

- the restructuring of key management reporting lines in the operations team;
- the introduction of the internalised corporate functions including finance, legal, human resources, and sustainability; and
- restructuring Duxton Farms' financing facilities.

The above are not expected to alter the day-to-day operations of the assets or have any material impact financial performance of the Merged Group.

(d) Future employment of present employees of Merger Companies

Duxton Farms expects that the Merged Group will to be able to provide continued employment to the Merger Companies' existing workforce.

(e) Dividend policy of the Merged Group

The Duxton Farms Board has not adopted a formal dividend policy, although it has in the past indicated that its long-term objective is to pay between 40% and 60% of free cash flow as dividends. Duxton Orchards Shareholders should note that this is unlikely to occur until a greater

proportion of the Merged Group's asset base reaches productive maturity and regular earnings are being generated by the Merged Group.

10.7 Investment manager and management fees of the Merged Group

(a) Investment manager

Duxton Capital has been appointed as the investment manager of the Duxton Farms Group. Duxton Capital is an alternative asset management firm focused on global agricultural land and securities as well as Asian emerging markets.

Duxton Capital is highly experienced in the agriculture industry. The executive management at Duxton Capital holds an average of 30 years' experience investing in agriculture and are supported by an investment team.

Duxton Capital is responsible for investment management and advisory services, including the selection, determination, structuring, investment, reinvestment, leasing and management of assets in accordance with the investment guidelines. Duxton Capital is responsible for advising on how to best deploy capital and manage Duxton Farms' aggregate portfolio in accordance with the investment strategy to maximise the returns generated from the Duxton Farms portfolio.

(b) Management fees payable to Duxton Capital

The reported management fees is the management fees expense and performance fee expense incurred by Duxton Farms and each Merger Company for the periods stated. The pro-forma management fees is the updated management fee based on the revised arrangement of 1.25% of the net asset value to come into effect on approval by Duxton Farms Shareholders.

A pro forma adjustment has been made to add back the historical reported management fees (see Table 16) and replace those historical reported management fees with the pro forma management fees (see Table 17).

Changes to the management fee (which is paid under the Investment Management Agreement between Duxton Capital and Duxton Farms) are subject to Duxton Farms Shareholder approval. If these changes are not approved and the Merger proceeds, the pro forma Total EBITDA loss presented on the previous page would increase by the "Management fee adjustment" amount set out in Table 18.

Duxton Farms proposes that the Merged Group will internalise accounting, bookkeeping, corporate services costs including legal, human resources and sustainability costs which have historically been provided to Merged Group companies (as required) by a company related to Duxton Capital pursuant to separate services agreements. A pro forma adjustment has been made to add back these costs and replace them with \$1.4 million of annual salary costs, being Duxton Farms' estimate of the go forward cost of the proposed internalised functions in "Internalised costs" (as set out in Table 18).

Table 16: Historical reported management fees

\$'000s	FY22	FY23	FY24
Duxton Orchards	26	2	5
Duxton Bees	151	391	461
Duxton Walnuts	327	456	465
Duxton Dried Fruits	228	455	491
Duxton Farms	3,308	988	1,870
Total	4,040	2,292	3,292

Table 17: Pro forma management fees

\$'000s	FY22	FY23	FY24
Duxton Orchards	113	127	79
Duxton Bees	49	159	183
Duxton Walnuts	154	182	174
Duxton Dried Fruits	331	342	276
Duxton Farms	1,219	1,297	1,327
Total	1,865	2,108	2,038

Table 18: Proforma savings to the Merged Group resulting from the management fee adjustments and internalisations

\$'000s	FY22	FY23	FY24
Management fee adjustment (Table A less Table B)	2,175	184	1,253
Service cost to be replaced	458	559	434
Internalised costs	(1,400)	(1,400)	(1,400)
Net savings	1,233	(657)	287

10.8 Financing of the Merged Group

Each of the businesses of the Merger Companies is subject to debt financing arrangements with either Commonwealth Bank of Australia (**CBA**) or National Australia Bank (**NAB**). NAB has consented to a change of control in respect of the facilities under which Duxton Dried Fruits is financed and has confirmed that its current equipment financing facilities do not require their consent for change of control. CBA and Duxton Farms have entered into a commitment letter in respect of a group financing arrangement proposed to be entered into between the Merged Group, CBA and NAB on a common terms deed basis (**New Financing**). It is expected the New

Financing will become effective on the Implementation Date. NAB is supportive of the New Financing, subject to definitive documentation being entered into in form and substance satisfactory to NAB. The New Financing is subject to conditions precedent which are standard for transactions of that nature.

10.9 ESG

Duxton Farms is an agricultural producer with long-dated investment horizons and its ability to generate sustainable long-term economic returns is underpinned by the health of the physical environments in which it operates. The same is expected to be true for the Merged Group, and its board of directors anticipate that identifying and managing risks related to environmental, social and governance (**ESG**) considerations will be a significant point of focus for the Merged Group. The board aspires to be proactive in managing these risks, and in pushing the Merged Group towards the leading edge in ESG reporting amongst its peers in listed Australian agriculture.

The Merged Group is expected to retain the ESG subcommittee structure currently in place at Duxton Farms, which is chaired by Mr Paul Burke. The ESG subcommittee plays a critical role in embedding sustainability within Duxton Farms' governance framework, with its primary responsibility being to monitor evolving regulatory requirements and support the incorporation of ESG considerations into board reporting and corporate disclosures while aligning Duxton Farms' practices with stakeholder expectations and promoting long-term value creation.

The board is committed to maintaining the Merged Group's assets at the highest standards in order to optimise for sustainable production and therefore long-term returns to shareholders over the agricultural cycle. The Merged Group expects to invest resources into understanding its environmental footprint, reporting on key metrics and targets in line with existing guidelines as they evolve, and improving its performance where possible. To this end, understanding the physical, transitional, and regulatory risks of climate change is important to the board of the Merged Group, and the directors understand that to discharge their duties, they must integrate climate risks and opportunities into their governance roles. Duxton Farms and the Merger Companies all have policy suites dealing with ESG considerations in addition to, work health and safety, best management practice, corporate governance and regulatory compliance which are expected to be reviewed and integrated into the Merged Group.

10.10 Merged Group Unaudited Pro Forma Historical Financial Information

(a) Overview

This section 10.10 contains the following pro forma financial information in respect of the Merged Group:

- unaudited pro forma historical consolidated income statement of the Merged Group (**Merged Group Unaudited Pro Forma Historical Income Statement**);
- unaudited pro forma historical consolidated statement of cash flows of the Merged Group (**Merged Group Unaudited Pro Forma Historical Statement of Cash Flows**); and
- unaudited pro forma historical consolidated statement of financial position of the Merged Group (**Merged Group Unaudited Pro Forma Historical Statement of Financial Position**),

(together, the **Merged Group Unaudited Pro Forma Historical Consolidated Financial Information**).

The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information should be read together with the:

- basis of preparation as set out in section 10.10(b);

- risk factors set out in section 11;
- historical financial information of Duxton Farms as set out in section 9.9 and the Merger Companies as set out in sections 5.11, 6.11, 7.11, 8.11; and
- other information contained in this Scheme Book.

Grant Thornton has been appointed as the Investigating Accountant to prepare the Investigating Accountant's Report, a copy of which is included in Annexure B.

(b) Basis of preparation

The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information has been prepared for illustrative purposes only to provide Duxton Orchards Shareholders with an indication of the financial performance, financial position and cash flow of the Merged Group as if all the Schemes had been Implemented prior to 1 July 2021 in respect of the financial performance and cash flow, and prior to 30 June 2025 as it relates to Duxton Farms and prior to 31 December 2024 for the Merger Companies in respect of the financial position. The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information does not reflect the actual performance, financial position or cash flow of the Merged Group at the time of Implementation of the Schemes. It has been prepared for illustrative purposes only for this Scheme Book.

The Merged Group Unaudited Pro Forma Historical Financial Information presented in this section 10.10 for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and six months ended 31 December 2024 is derived from;

- in the case of Duxton Farms, the following financial statements (as presented in section 9.9):
 - Duxton Farms' audited statutory historical consolidated financial information for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and reviewed six months ended 31 December 2024 in respect of the Historical Income Statement and Historical Statement of Cashflows; and
 - Duxton Farms' audited Historical Statement of Financial Position at 30 June 2025;
- in the case of Duxton Orchards, the following financial statements of Duxton Orchards (as summarised in section 5.11):
 - Duxton Orchards' audited statutory historical consolidated financial information for the years ended 31 December 2022, 31 December 2023 and 31 December 2024 and reviewed financial information for the six months ended 30 June 2023 and 30 June 2024 in order to present the historical financial information of Duxton Orchards on a 30 June year end basis in respect of Duxton Orchards' Merger Companies Historical Profit and Loss Statements, Merger Companies Historical Statements of Cash Flow; and
 - Duxton Orchards' audited Historical Statement of Financial Position as at 31 December 2024;
- in the case of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts, the following financial statements of those Merger Companies (as summarised in sections 6.11, 7.11 and 8.11 respectively):

- the audited statutory historical consolidated financial information for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and reviewed six months ended 31 December 2024 in respect of that Merger Companies Historical Profit and Loss Statements and Merger Companies Historical Statements of Cash Flow; and
- the Merger Companies Historical Statements of Financial Position reviewed for the six months ended 31 December 2024; and
- pro forma adjustments described in sections 10.10(e) and 10.10(g) (**Pro Forma Adjustments**).

The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information has been prepared in accordance with the recognition and measurement principles prescribed in Australian Accounting Standards, other than it is presented on a pro forma basis as if Implementation of the Schemes had already occurred. The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information is presented in abbreviated form and consequently does not contain all the presentation and disclosures that are usually provided in an annual report prepared in accordance with the Corporations Act.

(c) **Basis of pro forma consolidation**

From an accounting perspective Duxton Farms will gain control over the Merger Companies and therefore, under AASB 3 *Business Combinations* (**AASB 3**), the Merged Group will be required to recognise the identifiable net assets of the Merger Companies at fair value within the Merged Group's financial statements. Any excess between the fair value of the consideration paid and the fair value of the identifiable net assets of the Merger Companies will be recognised as identifiable tangible and intangible assets.

Under AASB 3, the Merged Group will have 12 months from the date of Duxton Farms gaining control over the Merger Companies (i.e. 12 months from the Implementation Date, which is currently expected to be Thursday, 30 October 2025) to undertake a purchase price allocation exercise to determine the fair value of goodwill and identifiable assets (including intangible assets) and liabilities related to the acquisition of the Merger Companies. As at the date of this Scheme Book, it is not possible to reliably determine the fair values of the acquired assets and liabilities of the Merger Companies. For the purposes of preparing the Merged Group Unaudited Pro Forma Historical Statement of Financial Position, the Scheme Consideration (assumed as \$16.9 million Cash Consideration and \$69.4 million Scrip Consideration)⁶⁴ less the Merger Companies reviewed net assets at 31 December 2024 has been reflected as a single Pro Forma Adjustment to the "Property, plant and equipment" line to represent the fair value of the Merged Group's biological and infrastructure assets including water rights. Subsequent to Implementation, the actual determination of the fair values of identifiable assets and liabilities acquired, may differ to those values presented in the Merged Group Unaudited Pro Forma Historical Consolidated Statement of Financial Position.

As the purchase price allocation exercise has not been finalised, additional amortisation in relation to identified finite life of identified assets may arise, which has not been reflected in the Merged Group Unaudited Pro Forma Historical Consolidated Income Statement. The quantum of any additional amortisation will depend on the incremental fair value allocated and the useful lives ascribed to the identifiable assets as part of the final purchase price allocation exercise.

For the purpose of preparing the Merged Group Unaudited Pro Forma Historical Consolidated Statement of Financial Position, it has been assumed that there will be no resetting of the Merged Group's tax cost bases following the acquisition. However, it is likely that the allocable

⁶⁴ This assumes all Merger Companies are acquired and the maximum Cash Consideration is payable to Scheme Shareholders under the Schemes excluding Duxton Farms (being 20% of the total Scheme Consideration payable excluding to Duxton Farms of \$102.9m).

cost amount calculation will result in a deferred tax position which is different to the position presented in the Merged Group Unaudited Pro Forma Historical Consolidated Statement of Financial Position. Any resulting adjustment to deferred tax assets and liabilities will have an equal but opposite impact on the amount of goodwill recognised in the Merged Group Unaudited Pro Forma Historical Consolidated Statement of Financial Position.

(d) **Items not reflected in the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information**

As detailed above, the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information is provided for illustrative purposes only.

The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information does not purport to reflect the likely actual or prospective reported financial performance, financial position or cash flows of the Merged Group.

It is likely that the actual financial performance, financial position and cash flows of the Merged Group in future periods will differ from the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information. Factors which may impact the actual financial performance, financial position or cash flows of the Merged Group include but are not limited to:

- trading of Duxton Farms and the Merger Companies after 31 December 2024, which is not reflected in the Merged Group's Unaudited Pro Forma Historical Consolidated Financial Information;
- the risk factors set out in section 11;
- the ultimate timing of Implementation;
- finalisation of the acquisition accounting, including determining appropriate purchase price allocation, including the fair value of all assets and liabilities acquired in accordance with the relevant accounting standards;
- finalisation of the resetting of the tax cost bases of Duxton Farms following Implementation, including the recognition of the associated deferred tax assets and liabilities, in accordance with the relevant accounting standards;
- the ultimate timing and realisation of synergies and business improvements (and associated costs) arising from the combination of Duxton Farms and the Merger Companies; and
- current and future changes to accounting standards.

(e) **Merged Group Unaudited Pro Forma Historical Consolidated Income Statement**

The Merged Group Unaudited Pro Forma Historical Consolidated Income Statement is presented in Table 19 below.

Table 19: Merged Group Unaudited Pro Forma Historical Consolidated Income Statement⁶⁵

\$'000	Pro forma Unaudited	Pro Forma Unaudited	Pro Forma Unaudited	Pro Forma Unaudited	Pro Forma Unaudited
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⁶⁵ The Merged Group Unaudited Pro Forma Historical Consolidated Income Statement is prepared on the basis that all Merger Companies are acquired by Duxton Farms.

	FY2022	FY2023	FY2024	T6MDec24	T6MDec23
Revenue	36,791	21,103	45,163	20,378	18,875
Cost of sales	(33,062)	(28,434)	(34,508)	(17,471)	(9,534)
Gross profit/ (loss)	3,729	(7,331)	10,655	2,908	9,341
Other income	2,568	3,128	14,456	1,388	1,043
Share of loss of associate	-	-	-	(35)	-
Operational expenses	(16,866)	(18,579)	(24,519)	(7,290)	(8,335)
Administration expenses	(6,926)	(3,825)	(6,778)	(2,658)	(2,191)
Management, performance and accounting services	1,210	(1,438)	(459)	(639)	(641)
Reversal of impairment/ (impairment expense)	3,024	(1,070)	499	425	883
Finance cost	(971)	(3,853)	(8,158)	(2,825)	(3,898)
Profit/ (loss) before tax	(14,232)	(32,969)	(14,304)	(8,726)	(3,798)
Income tax (expense)/ benefit	3,217	6,516	2,751	2,095	483
Profit / (loss) for the year	(11,015)	(26,452)	(11,553)	(6,632)	(3,315)
Other comprehensive income	27,994	11,853	14,236	1,545	734
Total comprehensive income for the year	16,979	(14,599)	2,683	(5,087)	(2,581)

Source: Duxton Farms Historical Profit and Loss Statement (as set out in section 9.9(c)) and the Merger Companies Historical Profit and Loss Statements for Duxton Orchards, Duxton Bees, Duxton Walnuts and Duxton Dried Fruits (as set out in sections 5.11(c), 6.11(c), 7.11(c) and 8.11(c) respectively).

The above Unaudited Pro Forma Historical Consolidated Income Statement has been prepared by consolidating the standalone income statement of Duxton Farms and the Merger Companies. Certain items have been grouped or classified differently from standalone income statements for consistency of presentation.

Table 20: Merged Group reconciliations to Duxton Farms and the Merger Companies Historical Consolidated Income Statements - Revenue

\$'000	section	Pro forma Unaudited FY2022	Pro Forma Unaudited FY2023	Pro Forma Unaudited FY2024	Pro Forma Unaudited T6MDec24	Pro Forma Unaudited T6MDec23
Pro forma revenue						
Duxton Orchards	5.11(c)	10,812	7,838	9,146	2,537	4,750
Duxton Bees	6.11(c)	779	730	2,847	5,836	2,520
Duxton Walnuts	7.11(c)	3,958	4,539	3,651	519	2,033
Duxton Dried Fruits	8.11(c)	4,652	758	5,504	8	-
Duxton Farms	9.9(c)	16,644	7,296	24,076	11,508	9,632
Consolidation eliminations		(54)	(58)	(60)	(30)	(60)
Total		36,791	21,103	45,164	20,378	18,875

Note: Consolidation eliminations represent elimination of intercompany transactions.

Table 21: Merged Group reconciliations to Duxton Farms and the Merger Companies Historical Consolidated Income Statements – Profit/ (loss) for the year and total comprehensive income for the year

\$'000	Section	Pro forma Unaudited FY2022	Pro Forma Unaudited FY2023	Pro Forma Unaudited FY2024	Pro Forma Unaudited T6MDec24	Pro Forma Unaudited T6MDec23
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Statutory profit / (loss) for the year						
Duxton Orchards	5.11(c)	(2,631)	(4,871)	(4,709)	(727)	(1,896)
Duxton Bees	6.11(c)	(984)	(2,215)	(2,736)	(1,211)	(1,161)
Duxton Walnuts	7.11(c)	(467)	(1,779)	(1,676)	(821)	(512)
Duxton Dried Fruits	8.11(c)	(4,976)	(6,865)	(7,908)	(902)	(798)
Duxton Farms	9.9(c)	(3,168)	(10,088)	5,193	(3,095)	1,365
Sub total		(12,226)	(25,819)	(11,836)	(6,756)	(3,002)
Historical management and performance fees		4,040	2,292	3,292	1,365	1,195
Proposed IMA		(1,865)	(2,108)	(2,038)	(1,029)	(1,027)
Internalised costs		(942)	(841)	(966)	(429)	(483)
Interco eliminations		(22)	22	(5)	(2)	2
Transaction costs					219	
Pro forma profit/ (loss) for the year		(11,015)	(26,453)	(11,553)	(6,632)	(3,315)
\$'000	Section	Pro forma Unaudited FY2022	Pro Forma Unaudited FY2023	Pro Forma Unaudited FY2024	Pro Forma Unaudited T6MDec24	Pro Forma Unaudited T6MDec23
Statutory total comprehensive income for the year						
Duxton Orchards	5.11(c)	(2,134)	(4,472)	(4,548)	(727)	(1,735)
Duxton Bees	6.11(c)	(984)	(2,215)	(2,079)	(227)	(588)
Duxton Walnuts	7.11(c)	1,408	368	311	(536)	(512)
Duxton Dried Fruits	8.11(c)	(4,921)	(8,515)	(6,939)	(902)	(798)
Duxton Farms	9.9(c)	22,399	870	15,655	(2,819)	1,365
Sub total		15,768	(13,695)	2,401	(5,211)	(2,268)
Historical management and A performance fees		4,040	2,292	3,292	1,365	1,195
Proposed IMA	B	(1,865)	(2,108)	(2,038)	(1,029)	(1,027)
Internalised costs	C	(942)	(841)	(966)	(429)	(483)
Interco eliminations		(22)	22	(5)	(2)	2
Transaction costs	D				219	
Pro forma total comprehensive income for the year		16,979	(14,599)	2,683	(5,087)	(2,581)

Pro forma adjustments

- *Adjustment (A)* Adding back the historical management fees charged by Duxton Capital to Duxton Farms and the Merger Companies
- *Adjustment (B)* Adjusting for the amended Investment Management Agreement which is based on 1.25% of the net asset value of the previous month.
- *Adjustment (C)* As part of the Merger additional internalised costs for bookkeeping marketing and legal will be incurred by the Merged Group.
- *Adjustment (D)* Transaction costs in relation to the Merger incurred by Duxton Farms and the Merger Companies prior to 31 December 2024.

(f) Items not reflected in the Merged Group Unaudited Pro Forma Historical Consolidated Income Statement

The Merged Group Unaudited Pro Forma Historical Consolidated Income Statement has not been adjusted to reflect:

- the trading of Duxton Farms or the Merger Companies after 31 December 2024;
- the ultimate timing and realisation of any potential synergies or business improvements (and associated costs) arising from the combination of Duxton Farms and the Merger Companies;
- transaction costs incurred by Duxton Farms and the Merger Companies in relation to the Schemes incurred after 31 December 2024;
- additional depreciation and amortisation relating to identified tangible and intangible assets which may arise as a result of Implementation of the Schemes and the finalisation of the purchase price allocation exercise; and
- any potential tax impact which may arise as a result of Implementation of the Schemes including finalisation of resetting of tax cost bases of assets, and the finalisation of the accounting for the acquisition.

(g) **Merged Group Unaudited Pro Forma Historical Statement of Financial Position**

The Merged Group Unaudited Pro Forma Historical Statement of Financial Position is presented in Table 22 below.

Table 22: Merged Group Unaudited Statutory and Pro Forma Historical Statement of Financial Position

	A	B	C	D	E	F	G	H	I	J	K
\$'000	Duxton Farms Statutory Audited as at 30 June 2025	Duxton Orchards Audited As at 31 December 2024	Duxton Bees Statutory Reviewed as at 31 December 2024	Duxton Dried Fruits Reviewed as at 31 December 2024	Duxton Walnuts Reviewed as at 31 December 2024	Dividend Reinvestment Plan	Post balance transaction ⁶⁶	Placements	Stamp duty	Acquisition accounting	Merged Group Unaudited Pro Forma
Cash and cash equivalents	23,279	(72)	5,404	(341)	611	(4,692)	3,697	4,345	(5,476)	(16,967)	9,789
Trade and other receivables	1,821	6,735	21	82	58	-	(6,500)	-	-	(15)	2,202
Inventory	4,149	211	330	-	273						4,963
Biological assets	10,408	2,005	1,478	3,930	-						17,821
Livestock	-	-	212	-	-						212
Other current assets	699	172	109	399	36						1,415
Total current assets	40,356	9,051	7,554	4,070	978						36,402
Property, plant and equipment	23,443	10,463	11,636	39,392	21,444	-	772	-	5,476	38,404	151,029
Intangible assets	8,463	250	14	-	1,290	-	-	-	-	2,838	12,856
ROU assets	5,534	7,716	-	292	-						13,542

⁶⁶ The balance of financial assets reflects the difference between the carrying value of Duxton Farms' investments in Duxton Bees and Duxton Dried Fruits as at 30 June 2025 and the value of equity held in these entities as at 31 December 2024. This variance arises due to the differing reporting dates used in the Pro Forma Historical Statement of Financial Position.

Livestock	-	-	-	-	68						68
Other assets	-	3	-	-	-						3
Land	80,470	-	-	-	-						80,470
Financial assets	11,103	-	-	-	-				(10,624)		4791
Total non-current assets	129,013	18,432	11,650	39,684	22,802						258,447
Total assets	169,370	27,483	19,204	43,754	23,780						294,849
Trade and other payables	(13,781)	(3,498)	(321)	(703)	(184)				15		(18,473)
Borrowings	(2,065)	(11,565)	(349)	(1,364)	(5,054)						(16,097)
Lease liabilities	(777)	(953)	-	(198)	-						(1,928)
Provisions	(498)	-	(125)	(159)	(70)						(852)
Contract liabilities	-	(776)	-	-	-						(776)
Income tax liability	(2,786)	-	-	-	-						(2,786)
Total current liabilities	(19,908)	(16,792)	(796)	(2,424)	(5,307)						(40,912)
Borrowings	(34,757)	(458)	(2,148)	(25,080)	(4,334)	-	4,300	-	-	-	(66,777)
Deferred tax liability	(11,434)	-	2,756	6,650	(2,307)						(4,335)
Lease liabilities	(4,881)	(8,334)	-	(102)	-						(13,317)
Provisions	(13)	(37)	(21)	(12)	(9)						(92)
Total non-current liabilities	(51,085)	(8,829)	587	(18,544)	(6,650)						(84,521)
Total liabilities	(70,993)	(25,621)	(209)	(20,968)	(11,957)						(125,433)
Net assets	98,377	1,862	18,996	22,786	11,822	(4,692)	2,269	4,345	-	13,651	169,415
Issued capital	70,998	18,809	25,459	44,314	11,212	5,185	2,269	4,345	-	(30,677)	151,914
Reserves	25,669	944	1,641	3,991	4,512	-	-	-	-	(11,088)	25,669
Retained earnings/(accumulated losses)	1,710	(17,891)	(8,104)	(25,519)	(3,902)	(9,877)	-	-	-	55,416	(8,167)
Total equity	98,377	1,862	18,996	22,786	11,822	(4,692)	2,269	4,345	-	13,651	169,415

Source: Duxton Farms Historical Statement of Financial Position (as set out in section 9.9(d)) and the Merger Companies Historical Statements of Financial Positions for Duxton Orchards, Duxton Bees, Duxton Walnuts and Duxton Dried Fruits (as set out in sections 5.11(d), 6.11(d), 7.11(d) and 8.11(d) respectively).

Pro Forma Adjustments – Merged Group Unaudited Pro Forma Historical Statement of Financial Position

- Adjustment (F): Reinvestment of \$4.69m million of the special dividend announced by Duxton Farms on 26 June 2025 through its Dividend Reinvestment Plan.
- Adjustment (G): Post 31 December 2024 balance events in Duxton Orchards, Duxton Bees and Duxton Dried Fruits.
- Adjustment (H): \$4.34 million (net of costs) from the Placement announced by Duxton Farms on 26 June 2025.

- Adjustment (I): Stamp duty associated with the Merger estimated to be \$5.47 million;
- Adjustment (J); Effect the acquisition of the Merger Companies by Duxton Farms as described in section 10.10(c) assumed as \$16.96 million cash consideration and \$69.43 million share consideration and the elimination of intercompany balances and intercompany investments.

(h) **Items not reflected in the Merged Group Unaudited Pro Forma Historical Statement of Financial Position**

The Merged Group Unaudited Pro Forma Historical Statement of Financial Position has not been adjusted to reflect:

- the trading of Duxton Farms after 30 June 2025 or the Merger Companies after 31 December 2024;
- finalisation of the acquisition accounting, including determining appropriate purchase price allocation, including the fair value of all assets and liabilities acquired in accordance with the relevant accounting standards; and
- resetting of the tax cost bases of Duxton Farms following Implementation, including recognition of the associated deferred tax assets and liabilities, in accordance with the relevant accounting standards.

(i) **Merged Group Unaudited Pro Forma Historical Statement of Cash Flows**

The Merged Group Unaudited Pro Forma Historical Statement of Cash Flows is presented in Table 23 below.

Table 23: Merged Group Unaudited Pro Forma Historical Statement of Cash Flows⁶⁷

\$'000	Pro Forma Unaudited FY2022	Pro Forma Unaudited FY2023	Pro Forma Unaudited FY2024	Pro Forma Unaudited T6MDec24	Pro Forma Unaudited T6MDec23
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	36,791	27,372	45,788	25,930	19,628
Payments to suppliers and employees	(46,650)	(44,181)	(52,123)	(27,175)	(19,971)
Income taxes paid	-	-	(1,399)	-	-
Purchase of temporary water entitlements	(723)	(359)	(192)	(53)	(173)
Proceeds from disposal of 92 temporary water entitlements		30	-	-	-
Government rebates	262	301	555	47	174
Other income	(961)	53	-	20	10
Fuel tax credits received	42	38	38	-	23
Other receipts	441	67	148	168	159
Net cash from operating activities	(10,706)	(16,680)	(7,185)	(1,063)	(150)
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of plant and equipment	(14,280)	(23,871)	(32,415)	(9,440)	(22,517)
Payments for investments – land & building	(268)	(1,375)	(33)	-	-
Payments for investments -	-	-	(2,500)	(6,206)	-

⁶⁷ The Merged Group Unaudited Statutory Historical Statement of Cash Flows is prepared on the basis that all Merger Companies are acquired by Duxton Farms.

– financial assets				
Proceeds from sale of 41 investments - land & building	-	69,731	-	-
Payment for intangible - assets	-	-	(10)	-
Purchase of livestock (557)	(1,479)	(294)	(13)	(1,004)
Proceeds from disposal of 175 plant and equipment	115	(565)	63	35
Payments for water (286) entitlements	(250)	(246)	-	-
Other (1,721)	-	-	-	(2,500)
Net cash from investing activities	(16,897)	(26,861)	33,678	(15,606)
Net cash from investing activities	(16,897)	(26,861)	33,678	(15,606)
CASH FLOWS FROM FINANCING ACTIVITIES				
Dividend paid -	-	-	(3,597)	-
Proceeds from issue of A 19,577 class shares	12,374	6,828	9,441	4,328
Payments for share (6,031) buybacks	(303)	(99)	(1,348)	(99)
Repayment of bank - overdraft	-	-	(2,513)	-
Proceeds from drawdown - of overdraft	-	-	-	6,073
Proceeds from borrowings 26,013	32,706	39,192	18,069	29,662
Repayment of borrowings (15,748)	(1,872)	(31,977)	(25,093)	(1,488)
Payment of lease liability (65)	32	(564)	(141)	(141)
Interest paid (1,404)	(2,671)	(5,176)	(2,625)	(2,081)
Interest received 1	557	98	11	79
Net cash from financing activities	22,344	40,823	8,302	(7,796)
Net cash flows	(5,259)	(2,717)	34,795	(24,465)
Opening cash and cash equivalents 3,319	(1,939)	(4,656)	30,138	(4,656)
Closing cash and cash equivalents	(1,940)	(4,657)	30,139	5,673
Closing cash and cash equivalents	(1,940)	(4,657)	30,139	5,673

Source: Duxton Farms Historical Statements of Cash Flow (as set out in section 9.9(b)) and the Merger Companies Historical Statements of Cash Flow of Duxton Orchards, Duxton Bees, Duxton Walnuts and Duxton Dried Fruits (set out in sections 5.11(b), 6.11(b), 7.11(b) and 8.11(b) respectively)

Table 24: Merged Group Reconciliation from the Merged Group Unaudited Pro Forma Cash Flow Statement to the Merged Group Unaudited Pro Form Statement of Financial Position

\$'000	\$,000	Pro forma Unaudited as at 30 June 2025
Cash balance per the Merged Duxton Farms Group Unaudited Pro Forma June 2025 - \$23,279	30 28,881	
Statement of Historical Financial Position	Duxton Orchards 31 st Dec 2024 – (\$72)	
	Duxton Bees 31 st Dec 2024 - \$5,404	
	Duxton Dried fruits 31 st Dec 2024 – (\$341)	
	Duxton Walnuts 31 st Dec 2024 - \$611	
Dividend Reinvestment Plan		(4,692)
Post balance date events		3,697
Placement		4,345
Stamp duty		(5,476)
Merger cash consideration		(16,967)
Cash and cash equivalents per the Merged Group Unaudited Pro Forma Statement of		9,789

Financial Position

Refer to section 10.10(e) for a description of the Pro Forma Adjustments applied to the Merged Group Unaudited Pro Forma Historical Statement of Cash Flows.

(j) **Items not reflected in the Merged Group Unaudited Pro Forma Historical Statement of Cash Flows**

The Merged Group Unaudited Pro Forma Historical Statement of Cash Flows has not been adjusted to reflect:

- the operating cash flows of Duxton Farms or the Merger Companies after 31 December 2024;
- transaction costs incurred by Duxton Farms and the Merger Companies in relation to the Schemes incurred after 31 December 2024; and
- any potential tax impact which may arise as a result of Implementation of the Schemes and the finalisation of the accounting for the acquisition.

11. Risk factors

11.1 Overview of this section 11

In considering the Duxton Orchards Scheme, Duxton Orchards Shareholders should be aware that there are a number of risks, both general and specific, associated with the Merger. This section 11 describes a number of risks associated with:

- the operations of the Merged Group (section 11.2);
- the Merger (section 11.3);
- Duxton Farms Shares and general risks (section 11.4); and
- Duxton Orchards if the Duxton Orchards Scheme is not Implemented (section 11.5).

A number of these risks are, or will be, risks to which Duxton Orchards Shareholders are already exposed. However, the nature of the Merged Group's business will differ from that of Duxton Orchards as a standalone business and Duxton Orchards Shareholders may be subject to additional or differently weighted risks to those that exist presently, relating to Duxton Orchards and relating to the Merged Group and the integration of the businesses as a result of the Merger. While the businesses are complementary, and aspects of the operations of Duxton Farms and the Merger Companies are similar in a number of ways, there are differences between the size, capital structure, infrastructure and consumers of the Merged Group and Duxton Orchards currently.

These risks do not take into account the individual investment objectives, financial situation, position or particular needs of Duxton Orchards Shareholders. In addition, this section 11 is a summary only and does not contain an exhaustive list of all risks related to the Merger, Merger Companies, Merged Group, Duxton Farms Shares and Duxton Farms. There may be additional risks and uncertainties not currently known to the Merger Companies or Duxton Farms or that are currently considered immaterial, which may become important factors that can have a material adverse effect on the Merged Group's operating and financial performance.

11.2 Risks relating to the operations of the Merged Group

Risks relating to the operations of the Merged Group	
Weather events and climatic conditions	Severe weather events and climatic conditions may adversely impact the businesses, including crop and herd sizes, yields and quality. They may also contribute to other adverse events, including impacting water security, disrupting supply chains or creating volatility in the availability of agricultural products. Examples of weather events or climatic conditions include sudden or cyclical events such as floods, drought, hail, frost, fires and other natural disasters. The occurrence of events of this nature may have an adverse impact on the businesses' performance, position and prospects.
Climate change	Climate change risk refers to the long term systemic risk posed by both physical and transitional factors arising from climate change. Physical risks include the gradual increase in temperature, changing rain patterns and the frequency and severity of weather events, including storms, floods, droughts and other catastrophic events. Transitional risks involve regulatory changes aimed at curbing greenhouse gas emissions, climate reporting requirements and market shifts toward sustainability and evolving consumer preferences. There are also potential climate change related risks which include increases in operating costs of assets, impacts on crop yields and revenues, interruptions to supply chains and

Risks relating to the operations of the Merged Group

operations, and general economic downturns that may be caused by or impacted by climate change.

A failure or inability to respond to the impacts of climate change and related risks, or the impact of regulatory changes that may be implemented in order to address climate changes, may affect the businesses' cost bases and operations and could have wide ranging impacts on their financial performance, position or prospects.

Disease and infestation

The permanent horticultural and livestock assets of the businesses are subject to risks associated with disease and insect infestation. A disease or infestation outbreak may result in loss of crop, quarantine or destruction or degradation of key assets, which would have a negative impact on the businesses' financial performance, position and prospects.

If one or more of the sites at which the businesses grow, process or stores its produce becomes exposed to disease or insect infestation, or if a disease or insect infestation emerges that affects a particular produce category, the affected businesses may lose, or suffer loss in relation to, its investment in such produce and the revenue stream generated by such investment. This loss could have a material impact on the financial performance and position and prospects of those businesses.

For example, varroa mite has been detected in Australia. If varroa mite were to affect Duxton Bees, it may impact Duxton Bees' ability to generate revenue and supply sufficient quantities of bees for pollination (which may also impact both size and quality of crops produced by other businesses).

Commodity prices and sales strategies

The businesses have exposure to commodity price fluctuations, where movements in Australian and global commodity prices, exchange rates and/or the volume of Australian or global agricultural production can adversely affect demand for the businesses' products and margins they are able to achieve. As such, any negative movement in commodity prices may have an adverse effect on the businesses' revenue and ability to generate profits.

The businesses receive revenue from counterparties based on current spot prices (for example in the case of Duxton Bees and Duxton Orchards), or based on prices determined by off-take agreements which may be exclusive supply arrangements (like those held by Duxton Dried Fruits for example). If the businesses are unable to sell products at favourable spot prices or negotiate (or renew) off-take agreements on appropriate terms, there is a risk that they may not be able to generate revenues at levels they have in the past or were expecting to achieve.

There is also a risk that the businesses may adopt pricing strategies which ultimately generate less revenue than could have been generated under a different strategy, for example by entering into longer term contracts at prices which prove to be lower than future spot prices. Conversely, the businesses may sell their produce to customers on an ad hoc/as and when need "purchase order" basis without formal fixed term or supply arrangements in place (for example as is currently the case with Duxton Orchards and Duxton Bees). While arrangements of this nature may allow businesses to sell at attractive current prices, prices fluctuate and such arrangements can create a lack of certainty as to revenue produced from these products.

Risks relating to the operations of the Merged Group

Dependence on commodity buyers

The businesses rely on ongoing commercial relationships with their customers for which they produce and supply products in some instances on a longer term exclusive basis, for example, in the sale of dried fruits by Duxton Dried Fruits, which each operate in industries with few major purchasers in Australia. While strong customer relationships may represent a strength to the businesses, the loss of a major customer (whether to a competitor or other reason like insolvency) could result in significant, adverse financial consequences, particularly if it takes an extended period of time to replace that customer, or an alternative customer is unable to be obtained on appropriate terms or at all.

Competition

The businesses compete with other companies within their respective industry sectors. Some of these companies may have greater financial and other resources than the businesses and, as a result, may be in a better position to compete for future business opportunities or adjust to changing market conditions. In other cases, the businesses may compete with businesses which do not seek the same level of investment returns as the businesses. There is a risk that the businesses are unable to compete effectively with their respective competitors which may adversely impact the financial performance or position of those businesses.

Water

The businesses (other than Duxton Bees, which does not require water) require sufficient access to water in order to support their businesses. The businesses (other than Duxton Bees) each have three ways to manage access to water: owned (permanent), leased, and spot (temporary). Each business takes a different approach between these three water strategies and is reliant on its allocated water rights for its operations. Their strategy can depend on factors such as historical water usage, expansion plans, the reliability with which the businesses' owned and leased water rights generate water, the period of the leases, and spot prices (which can fluctuate widely depending on weather conditions). The availability of water is dependent on allocations made by the relevant State Government or water authority in different geographical areas. Allocations to water entitlement authorisations are impacted by (a) weather events and climatic conditions and (b) the classes of water use authorisations held by a business (in times of water scarcity, higher allocation authorisations will receive their allocation before authorisations in lower classes). Further, prolonged drought conditions, increased competition for water from expansion by other local producers, and changes in government can increase the risk of regulatory changes to water schemes that the businesses are heavily reliant on for allocated water rights. The price of water (both permanent and temporary) may also be affected by the availability of water from time to time.

In periods of reduced water allocations against owned and leased entitlements, the businesses may be required to purchase additional temporary water allocations on the spot market, which may increase costs. If insufficient water is able to be accessed (at reasonable costs or at all) this may adversely impact the health and yields of the businesses' assets. Certain businesses hold leased water entitlements or take the benefit of usage rights granted under a land lease. Water authorisations subject to such leases are held by third parties. A defect in the respective lessors' ownership of the leased entitlements and water use and infrastructure licences and approvals would have a consequential effect on the businesses' access to the water derived from the leased entitlements. Further, inadequate management of, or compliance with, the water rights and obligations under that lease by the relevant third

Risks relating to the operations of the Merged Group

party may adversely affect the water availability for the business the subject of the lease. Further, leased water entitlements are often short or medium term (e.g. 5 years). There is a risk that a leased entitlement may not be renewed, or may be renewed on terms less favourable to the business. Leased entitlements also may contain change of control provisions which may adversely impact a business' water availability if such provisions are triggered, and the requisite consents not obtained.

Certain businesses also have on site dams. The businesses' use of water sourced from these dams is dependent on compliance with applicable laws and regulations relating to harvestable rights and requirements to obtain applicable development consents, approvals and licences. For those businesses which have on site dams, a failure to hold the requisite water entitlement authorisations or manage its capture, storage and use of overland water flow could adversely affect the use by the businesses of, and the availability of water from, the on site dam.

Supply of other key inputs

The businesses operate in complex supply chains which are reliant on multiple third-party suppliers, including foreign suppliers. The availability and cost of inputs, such as tree supply for the walnut and/or pistachio developments, fertiliser and other chemical agents (such as drying agents for the dried fruits industry which is produced in the Ukraine), can be affected by disruptions in domestic and/or international production, shipping availability, quarantine, foreign exchange rates, weather events, WHS laws and policy shifts. The businesses cannot guarantee that such key inputs will be available or available at an acceptable cost in the future which may adversely impact their operations and prospects. The businesses also contract with various other counterparties, including under lease and licence agreements. If counterparties to these contracts fail or cease to fulfil their obligations (and suitable alternative suppliers are not able to be sourced), the performance, position or prospects of the businesses may be adversely affected.

Availability of seasonal or skilled labour

There is a risk that the businesses that harvest products that are perishable, including Duxton Dried Fruits and Duxton Orchards, are unable to source the appropriate volume of seasonal labour at the appropriate time, and in the required locations and at an acceptable cost. Some businesses, for example Duxton Bees, often obtain labour with specific skills (in that case beekeeping) from outside Australia under specific skills visas. Access to labour may be impacted as a result of various factors including demand from other industries or events which impact supply like quarantine restrictions, or visa policies in the case of foreign labour. An inability of a business to secure sufficient workforce in the future could restrict the ability of it to conduct its current and proposed businesses, which could have a negative impact on its financial performance.

Health and safety

Given the nature of the industry in which the businesses operate, workers are at risk of workplace incidents (both physical and psychological). Physical health and safety risks include heavy machinery operation, livestock (including bee hive) handling, remote driving, manual handling and chemical handling. Psychosocial health and safety risks include challenges from seasonal high workloads during harvests, and potential issues such as bullying, discrimination and harassment. The businesses also rely on third party operators and contractors to have in place health and safety policies and operations that comply with applicable laws which cannot be guaranteed.

Risks relating to the operations of the Merged Group

			<p>In addition to the potential for harm to workers, a failure to comply with health and safety requirements could result in fines, penalties and compensation payments. Further, changes to health and safety laws, or stricter enforcement policies, may result in the businesses incurring increased costs. The occurrence of events of this nature has the potential to harm the reputation, and financial performance and position of the businesses.</p>
Key persons			<p>The success of the businesses depends on the ability to retain key operational employees, particularly as some of the products produced by the businesses like Duxton Dried Fruits and Duxton Bees are relatively niche operations. The businesses also rely on services provided by individuals employed by its investment manager, Duxton Capital. That will continue to be the case if the Merger proceeds under the proposed arrangements described in this presentation. There is a risk that the businesses lose access to these experienced employees in the future. The loss of key employees could cause disruption to the business and their operations and have an adverse effect on their future financial performance and prospects.</p>
Defective products			<p>The nature of products supplied by the businesses are that of a consumable food product. Such products may be liable to infestation, disease, mould, contamination and other biological impacts which occur in natural products. Some of these products (including those sold by Duxton Dried Fruits) are also subject to processing and may have production defaults against specification. This could expose the businesses to loss of product, damage to relationships with customers, liability (including monetary judgements, fines, injunctions and criminal sanctions) and reputational risks. In addition, the businesses' financial performance and reputation may be adversely impacted by negative customer sentiment related to compromised products of other producers.</p>
Uninsurable assets			<p>The businesses maintain insurance coverage in respect of certain of their businesses, properties and assets. Some key risks are not able to be insured at acceptable prices or at all (for example, the businesses are not able to insure against lost production due to flood or hail damage). Insurance coverage may not be sufficient in such circumstances and, if there is an event or claim causing loss, not all losses may be recoverable.</p>
Global conditions changes	and	domestic regulatory changes	<p>The businesses may be impacted by foreign or domestic political events, international relations and regulatory changes (including those relating to the agricultural industry, property, industrial relations, the environment, sustainability, the regulation of trade practices and competition). As farmgate suppliers of agricultural products that may be exported, the businesses' exported products are vulnerable to shifts in foreign government policies, foreign trade tensions and international conflicts. This risk also includes the effects of foreign government subsidies, trade barriers or tariffs that may adversely impact the competitive position of Australian agricultural products, or the availability or costs of imported supply inputs. While the businesses do not currently export produce to the USA, which is actively adjusting its tariff and trading policies, there is heightened uncertainty and potential for change in this area which may impact the businesses in the future.</p> <p>Further, changes to government policies and legislation may result in increased costs to the businesses, and non-compliance may result in</p>

Risks relating to the operations of the Merged Group

financial penalties being levied against the businesses which may adversely impact their financial position and reputation.

Environmental and regulatory matters, including relating to ESG

The businesses may be responsible for environmental pollution or contamination on their sites which may be required to be remedied, and they may be found to be in breach of applicable laws or applicable licences or permits. If these risks arise, the businesses may incur substantial costs (including fines and remediation costs), their operations may be interrupted, their financial performance and position impacted and they may suffer reputational damage.

Further, evolving community attitudes towards, and increasing regulation and disclosure in relation to, ESG issues may impact the operation of the businesses. There is a risk that the businesses may fail to keep up to date with any changes to, or the introduction of, ESG-related regulations, which may impact operations. In addition, changes to such regulations may significantly increase costs, such as those relating to ESG compliance and reporting obligations for the businesses.

In addition, there may be supply chain disruptions or other operational disruptions due to changes imposed by the businesses or by counterparties to comply with the ESG-related regulations or policies, including for example changing suppliers as a result of complying with modern slavery policies, which may have an adverse effect on the financial performance, position and prospects of the businesses. Failure to meet those expectations may impact on the profitability or value of the businesses, restrict the ability of the businesses to attract financing or investment, or adversely impact on the reputation of the businesses including with its suppliers, customers or employees, which may in turn adversely impact the businesses' financial performance, position and prospects.

Modern slavery

As operators in the agricultural sector, the businesses face risks associated with modern slavery, including due to the industry's reliance on labour hire for seasonal foreign workers. If the businesses fail to comply with applicable modern slavery laws and conduct appropriate due diligence on modern slavery risks in their supply chains, they could be exposed to penalties and/or reputational damage.

Strategy implementation

It is expected that the operations of the businesses will be developed over time, including as described in this presentation. There is a risk the businesses will not be able to successfully implement their respective growth strategies, which will adversely affect their respective financial performance, or that these strategies will be successful in generating profits.

Litigation/disputes

There is a risk that the businesses may be subject to litigation and other claims and disputes, including contractual disputes and indemnity claims in respect of long term leases (including as outlined in respect of Duxton Orchards in section 5.3) or offtake agreements in place, as well as intellectual property, employment, whistleblower, tax and corporations and securities laws related claims and disputes. Such litigation, claims, disputes, including the costs of settling claims, and any associated operational impacts, may impact the businesses' operations and be costly and damaging to the businesses' reputation and relationships, any

Risks relating to the operations of the Merged Group

	of which could have an adverse effect on the businesses' financial performance, position, prospects and operations.
Other force majeure events and external factors	Events beyond the control of the businesses may impact their operations and future profitability. Examples of events of this nature like certain weather and climate related events are discussed above in particular, however they could also include events like pandemics, outbreaks of disease, civil unrest, war, terrorist attack, an outbreak of international hostilities, industrial action, disruptions to political, regulatory, legal or economic conditions or to the national or international financial markets, or other man-made or natural events or occurrences. Such events may have an adverse effect on the ability of the businesses to conduct business. The businesses will have a limited, to no, ability to insure against some of these risks.
Operational and Controls	Operational risk relates to the risk of loss resulting from inadequate or failed internal processes, people and systems, or from external events which impact on the businesses. These businesses are exposed to operational risk including risks arising from process error, fraud, system failure, failure of security and data and physical asset protection systems. Operational risks have the potential to have an effect a business' financial performance and position as well as reputation.
Property valuations	Property valuations generally include a subjective determination of certain factors relating to the relevant properties, such as their location to infrastructure and physical condition etc. There can be no assurance that the assumptions relied on are accurate measures of the market. The market values of the properties owned and leased by the businesses may therefore differ from the values of those properties as determined by an independent valuer and there is a risk that these valuations may exceed the amount which is able to be received for such assets upon their disposal by the businesses.
Leased property	Duxton Farms and Duxton Orchards lease land that they use to grow, and in some instances, store and process, its produce. Any material default under a lease by Duxton Farms or Duxton Orchards, or failure to renew an existing lease on acceptable terms or an inability to negotiate alternative arrangements, could materially adversely impact the operations and financial performance and prospects of the relevant business. In addition, there is a risk that the relevant business may become subject to lease terms which are relatively unfavourable due to unanticipated changes in the property market.
Limited liquidity in invested land	The businesses have investments in agricultural land which, as with other investments in land, are relatively illiquid. Such illiquidity may affect the businesses' ability to vary their investment portfolio or liquidate part of their assets in executing their stated strategies or in response to changes in economic, financial, real estate market or other conditions.

11.3 Risks relating to the Merger

Risks relating to the Merger

The Merged Group Unaudited Pro Forma Historical Consolidated Financial Information included in this Scheme Book is presented for illustrative purposes only to show the effect of the Merger based on the key assumptions and basis of preparation referred to in this Scheme Book. It is presented in summary form only and does not purport to comply with the presentation and disclosure requirements of Accounting Standards and should not be considered to be a financial forecast or an indication of the future financial condition or results of operations of the Merged Group following these events.

The information upon which the adjustments and assumptions used in the preparation of this financial information is preliminary and are difficult to make with complete accuracy. There may also be other factors which affect this financial information, and it does not reflect all of the costs that may be incurred in connection with these transactions.

Duxton Farms and Duxton Orchards have different year end reporting periods with Duxton Farms reporting on a year ended 30 June basis and Duxton Orchards using 31 December. Although there has been no changes of the financial year ends of these entities, the financial periods presented for Duxton Orchards has been aligned to 30 June in order to present the Merged Group Unaudited Pro Forma Historical Financial Information. The alignment of Duxton Orchards' financial periods to 30 June have not been subject to external audit and includes various assumptions and whilst Duxton Farms has taken care in preparing this financial information, the assumptions may differ if Duxton Orchards was subject to external audit assuming a 30 June balance date.

Pro forma
historical
financial
information and
merger
accounting

In addition, the assumptions used in preparing the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information may not prove to be accurate, and other factors may affect Duxton Farms' financial condition or results of operations following acquisition of Merger Companies.

Accordingly, the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information does not represent the Duxton Farms' results of operations and financial condition had Duxton Farms and the Merger Companies operated as a combined entity during the periods presented, or of Duxton Farms' results of operations and financial condition following acquisition of Merger Companies.

In addition, the Merged Group Unaudited Pro Forma Historical Consolidated Financial Information reflects the Duxton Farms Directors' preliminary assessment of potential acquisition accounting related adjustments as is required for business combinations in accordance with the requirements of AASB 3 Business Combinations. The final application of acquisition accounting will likely impact Duxton Farms' reported results of operations and/or financial position and performance. In particular, as part of the acquisitions of Merger Companies, Duxton Farms will need to perform a fair value assessment of the Merger Companies' assets, (including identifiable intangible assets), and liabilities. Identifiable intangible assets will then be amortised over their assessed useful life. In the event that the premium being paid to the Merger Companies net asset values is not allocated to identifiable intangible assets the residual will be subject to an impairment review and may be required to be impaired following completion, this would result in an expense in the Duxton Farms Historical Profit and Loss Statement.

Potential
impact of
escrows if the
Merger
proceeds

If Duxton Orchards is acquired by Duxton Farms under the Merger, Duxton Farms Shares issued to the Escrowed Shareholders will be subject to escrow arrangements from completion of the Merger and will not be able to be traded until release from escrow. Further details in relation to escrows are included in section 13.5. These Duxton Farms Shares will not be available to contribute to the potential liquidity in Duxton Farms Shares until at least after those escrows have expired.

	<p>Escrowed Shareholders may not be long term holders of Duxton Farms Shares. A significant sale of Duxton Farms Shares by some or all Escrowed Shareholders, or the perception that such sale may occur at the end of an escrow period, could adversely impact the price of Duxton Farms Shares. Conversely, the absence of any significant sell-down of Escrowed Shares may cause or contribute to a diminution in the liquidity of the market for the Duxton Farms Shares.</p>
Scheme implementation agreements	<p>The Scheme Implementation Agreement between Duxton Orchards and Duxton Farms, and the scheme implementation agreements between Duxton Farms and each of the Other Merger Companies, contain a customary right for the parties to amend the terms of the respective scheme implementation agreement with the agreement of the other party. If a material amendment is agreed between the parties, such as pricing or additional conditions precedent, it may result in a need for further Court scrutiny and re-engagement with shareholders of Duxton Farms or the relevant Merger Company, which may result in potential delays and complications with obtaining court approval and shareholder approval of the relevant Scheme.</p>
Reliance on information provided and analysis of Merger opportunity	<p>A due diligence process was undertaken in respect of the Merger Companies, which relied in part on information provided by or on behalf of the relevant Merger Company. If any such information in such due diligence and in the preparation of this Scheme Book and other materials given to Duxton Orchards Shareholders proves to be incorrect, incomplete or misleading, or if any of the relevant due diligence enquiries failed to identify potential issues, there is a risk that the actual financial position and performance of the Merged Group may be materially different from that reflected in this Scheme Book, or the benefits from the formation of the Merged Group will be less than anticipated.</p> <p>There is also a risk that a material adverse issue in a Merger Company that has not been identified to date (or an issue that later proves to be more material than anticipated) could have an adverse impact on the reputation, financial performance or operations of the Merged Group.</p> <p>Further, as is usual in undertaking mergers and acquisitions, the due diligence process undertaken identified a number of risks associated with the Merger Companies which had to be evaluated and managed. There is a risk that the approach taken may be insufficient to mitigate the risk, or that the materiality of these risks may have been underestimated or unforeseen or for which there is no contractual protection, and hence they may have a material adverse impact on the Merged Group's operations, earnings and financial position.</p> <p>There is also a risk that the actual results achieved by the Merged Group following the Implementation of the Merger are different to those assumed, and that the performance of the Merged Group following the Merger may be different (including in a materially adverse way) from what is expected or reflected in this Scheme Book.</p>

11.4 Risks relating to Duxton Farms Shares and general risks

General risks	
Share investment and market conditions and liquidity	<p>There are various risks associated with investing in any form of business and with investing in listed entities generally. The value of Duxton Farms Shares, including following the Merger, will depend on many factors, including general share market and economic conditions as well as the specific performance of the Merged Group. Share market conditions are affected by many factors such as:</p> <ul style="list-style-type: none"> geopolitical conditions and general economic outlook;

General risks

- introduction of tax reform or other new legislation or policies, including fiscal policies;
- foreign exchange, interest and inflation rates;
- changes in investor sentiment particular market sectors;
- commodity prices;
- the demand for, and supply of, capital; and
- terrorism or other hostilities.

The market price of Duxton Farms Shares can fall as well as rise and may be subject to varied and unpredictable influences on the market. Duxton Farms does not warrant the future performance of Duxton Farms, the return on an investment in Duxton Farms, or the price at which Duxton Farms Shares will trade on the ASX. The past performance of Duxton Farms Shares is not necessarily an indication as to future performance.

There is also no guarantee that there will be an active market in Duxton Farms Shares and it may be difficult for investors to sell their Duxton Farms Shares if an active market does not exist in the future. Refer also to liquidity-related risks discussed under the heading "Potential impact of escrows if the Merger proceeds".

Duxton Farms announced a \$4.55m placement (**Duxton Farms Placement**) on 26 June 2025 which comprises a:

- \$1.55m general placement to certain institutional and other exempt investors using Duxton Farms' existing placement capacity under Listing Rule 7.1;
- \$2.5m offer to entities associated with Richard Magides (**RM Placement**); and
- \$0.5m offer to entities associated with Ed Peter (**EP Placement**).

Duxton Farms proposes to use the funds from the Duxton Farms Placement to partially fund the Cash Consideration payable to Scheme Shareholders and in connection with its development objectives.

Underwriting of Duxton Farms Placement and shareholder approval risk

Duxton Farms has entered into an underwriting agreement with Morgans Corporate Limited and Bell Potter Securities Limited (**Underwriters**) who have agreed to underwrite the Duxton Farms Placement, subject to the terms and conditions of the underwriting agreement which is summarised in Appendix G of the investor presentation released by Duxton Farms to the ASX on 26 June 2025.

If certain conditions are not satisfied or certain events occur under the underwriting agreement prior to completion of the Duxton Farms Placement (or such other time specified in relation to that termination event), the Underwriters may terminate the agreement. The ability of an Underwriter to terminate the underwriting agreement in respect of some events will depend (amongst other things) on whether the event has or is likely to have a material adverse effect on the success, settlement or marketing of the Duxton Farms Placement, or could reasonably be expected to give rise to a contravention by, or liability for, the Underwriters under applicable law. If the underwriting agreement is terminated for any reason, then Duxton Farms may not receive the full or any amount of the proceeds expected under the Duxton Farms Placement. See also the below comments under the heading "Additional requirements for capital".

General risks

	<p>The Duxton Farms Placement including components of it will settle, and is conditional on, implementation of the Merger. In addition, the RM Placement and the EP Placement are each subject to approval by Duxton Farms shareholders (and if required, FIRB approval for the RM Placement). If the requisite shareholder approvals are not obtained for the RM Placement and the EP Placement, then Duxton Farms will not receive the proceeds expected under the RM Placement and EP Placement and, in respect of the remaining proceeds sought under the general component of the placement, this component will only be underwritten pursuant to the terms of the underwriting agreement if the underwriting agreement is not otherwise terminated.</p>
Dilution	<p>Duxton Farms may undertake offerings of securities in the future. Factors including the increase in the number of fully paid shares issued, the ability of an individual shareholder to participate in the equity offer and the issue price and the possibility of selling such securities, may have an adverse effect on the financial position or voting power of any individual shareholder.</p>
Additional requirements for capital	<p>As noted above, if the underwriting agreement is terminated, Duxton Farms is unlikely to receive the full, if any, proceeds from the Duxton Farms Placement. This would result in Duxton Farms having fewer funds than it currently anticipates to apply to its existing working capital requirements and Duxton Farms existing strategic initiatives.</p> <p>Further, the Merger is not conditional upon funds being raised under the Duxton Farms Placement and Duxton Farms would remain committed to pay the cash component of the Merger under the terms of the relevant Schemes, should those Schemes be approved and proceed. This would reduce the funds available to Duxton Farms to apply to its existing working capital requirements and Duxton Farms' existing strategic initiatives, as well as the working capital requirements and business initiatives in respect of the Merger Companies.</p> <p>In these events, Duxton Farms would need to seek alternative sources of funding, particularly if the Merger proceeded and the Duxton Farms Placement did not, which may result in Duxton Farms being required to:</p> <ul style="list-style-type: none"> • incur additional costs (for example, by way of interest payments on debt if it sought and obtained debt of funding); • obtain funding from the sale of existing assets; • raise equity capital on potentially less favourable, and potentially more dilutive, terms than the proposed Placement; and/or • being placed under greater restrictions on the manner in which Duxton Farms wishes to conduct and develop its businesses and deal with its assets, including those of the Merger Companies. For example, planned improvements, development and expansions (including those referred to above) may need to be deferred or scaled back, or greater restrictive covenants may be placed on Duxton Farms by funders. <p>In any case, Duxton Farms may seek further equity or debt funding in the future, for example to fund working capital requirements, and further developments and expansion of its businesses, including through further acquisitions or mergers.</p> <p>There is no guarantee that alternative or additional funding could be sourced on terms satisfactory to Duxton Farms or at all which, if this occurred, could have a material adverse impact on Duxton Farms' financial position, performance, prospects and reputation.</p>

General risks

Further, should Duxton Farms experience a decrease in its revenue or profitability in the future, it may be forced to lower the amount of dividends to shareholders (or cease paying dividends), issue new shares or sell assets to reduce its debts and avoid being in breach of its financing arrangements (including financial covenants).

Each of the businesses of the Merger Companies is subject to debt financing arrangements with either Commonwealth Bank of Australia (**CBA**) or National Australia Bank (**NAB**). NAB has consented to a change of control in respect of the facilities under which Duxton Dried Fruits is financed and has confirmed that its current equipment financing facilities do not require their consent for change of control. CBA and Duxton Farms have entered into a commitment letter in respect of a group financing arrangement proposed to be entered into between the Merged Group, CBA and NAB on a common terms deed basis (**New Financing**). It is expected the New Financing will become effective on the Implementation Date. NAB is supportive of the New Financing, subject to definitive documentation being entered into in form and substance satisfactory to NAB. The New Financing is subject to conditions precedent which are standard for transactions of that nature.

Debt refinancing

There are various risks associated with this financing strategy, including:

- the availability of the New Financing is contingent upon a number of conditions precedent, including the negotiation and execution of definitive loan and security documents on terms and in form satisfactory to both CBA and NAB; and
- if any condition precedent is not satisfied or waived, the New Financing may not become effective.

The failure to successfully implement the New Financing on terms consistent with current expectations may have a material adverse effect on the financial condition of the Merged Group.

Debt funding

There are various risks to the businesses associated with debt financing arrangements which includes breach of debt covenants, incurring increased borrowing costs (for example, as a result of interest rate increases), exposure to restrictive covenants that constrain financing or strategic initiatives, not being able to meet financial commitments when they fall due and risks associated with sub-optimal use of capital and the potential adverse impacts that can have on a business' reputation with suppliers and creditors. Further, poor liquidity management can have a detrimental impact on a business' strategic flexibility and capacity to execute on its strategic objectives by taking advantage of favourable opportunities as they arise, being able to adapt to changing market conditions, invest in innovation or react in response to competitive pressures. A limit in strategic flexibility of this nature has the potential to hinder long term growth of the businesses and shareholder value.

Taxation

The acquisition and disposal of Duxton Farms Shares will have tax consequences for the Duxton Orchards Scheme Shareholders, which will differ depending on their personal circumstances. Duxton Orchards Shareholders are encouraged to consider the information contained in section 12 and seek professional tax advice in connection with receiving Duxton Farms Shares as Scheme Consideration. Future changes in Australian taxation law, including changes in interpretation or application of the law by the courts or taxation authorities in Australia, may also affect taxation treatment of Duxton Farms Shares. Changes in tax law, or changes in the way tax law is expected to be interpreted may also impact the future tax assets or liabilities of the Merged Group.

General risks

Changes in accounting standards	<p>Changes in accounting or financial reporting standards, including those relating to the measurement and recognition of key statement of income and balance sheet items, including revenue, or in relation to climate reporting may adversely impact the statement of financial position or statement of the financial performance or cash flows reported by Duxton Farms. The preparation of Duxton Farms' financial statements requires management to make estimates and assumptions and to exercise judgement in applying relevant accounting policies and financial reporting standards, each of which may directly impact the reported amounts of assets, liabilities, income and expenses. A higher degree of judgement is required for the estimates used in the calculation of provisions, the valuation of goodwill and intangible assets and the fair value of financial instruments.</p>
Investment manager	<p>Duxton Farms' earnings and capital appreciation in part will depend on the strategic decisions made, and investment advice provided, by Duxton Capital. It is possible that these decisions or advice may result in outcomes that adversely impact the Merged Group's performance and position.</p> <p>Further, there is no guarantee that Duxton Capital will be able to retain key employees who provide services to the Merged Group or, if those persons cease to be employed by Duxton Capital, that Duxton Capital will be able to attract and retain suitable replacement personnel.</p> <p>The Investment Management Agreement between Duxton Farms and Duxton Capital contains certain termination rights which may be exercised by Duxton Farms (including for example, if Duxton Capital commits a material breach, becomes insolvent, loses its authorisations, undergoes a change of control without the Duxton Farms' consent, termination is required by law, or Duxton Farms terminates with six months' notice following shareholder approval) or exercised by Duxton Capital (including for example if Duxton Farms is subject to an insolvency event, there is a material breach by Duxton Farms or on 6 months' notice after the initial term). If the Investment Management Agreement is terminated, Duxton Farms will need to identify and engage a suitably qualified and experience investment manager to implement Duxton Farms' business objectives and investment strategy (or hire suitable employees itself). This may impact the financial performance, position and prospects of Duxton Farms.</p> <p>Duxton Farms is proposing to amend the Investment Management Agreement with Duxton Capital. While the proposed amendments seek to refine the fee structure and the services provided by Duxton Capital, there is a risk that the proposed amendments, if approved, may have unintended consequences, for example, unforeseen costs associated with procuring the provision of services no longer provided under the revised Investment Management Agreement.</p> <p>There is also a risk that Duxton Farms Shareholders may not approve the proposed amendments, or, if the amendments are approved, shareholders may later view the revisions as less favourable than the terms of the existing IMA in light of future circumstances. If the amended Investment Management Agreement results in suboptimal investment decisions or management performance, this may adversely affect the financial performance, position, and prospects of the Merged Group.</p>
Expected future events may not occur	<p>Certain statements in this presentation constitute forward-looking statements. Such forward-looking statements rely on various contingencies and assumptions and involve known and unknown risks, uncertainties and other factors which may cause Duxton Farms' actual results, performance and achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Given these uncertainties, investors should not place undue reliance on forward-looking statements. In addition, under no circumstances should</p>

General risks

forward-looking statements be regarded as a representation or warranty that they will occur on the terms, or within the time frames referred to, or at all.

11.5 Risks relating to Duxton Orchards if the Duxton Orchards Scheme is not Implemented

Risks relating to Duxton Orchards if the Duxton Orchards Scheme is not Implemented

Duxton Orchards Shareholders will not receive the Scheme Consideration	If the Duxton Orchards Scheme is not Implemented, Duxton Orchards Shareholders will retain their Duxton Orchards Shares and will not receive the Scheme Consideration in respect of the Duxton Orchards Scheme, Duxton Orchards will remain an unlisted proprietary company and would continue to operate its business. In those circumstances, Duxton Orchards Shareholders will continue to be exposed to the risks and benefits of owning the Duxton Orchards Shares
Duxton Orchards Shares	If the Duxton Orchards Scheme is not Implemented, Duxton Orchards Shareholders will retain their Duxton Orchards Shares which are not listed on ASX. There is no public market for Duxton Orchards Shares. This illiquid investment restricts the ability of the Duxton Orchards Shareholders to realise their investment. As there is no publicly available price for Duxton Orchards Shares, it will be more difficult for Duxton Orchards Shareholders to assess the value of their investment or any potential sale price when compared to Duxton Farms Shares
Transaction costs will be incurred	Duxton Orchards will incur in aggregate fees related to the Merger of approximately \$343,500. If the Duxton Orchards Scheme is not Implemented, Duxton Orchards' costs related to the Merger will be borne by Duxton Orchards alone. Duxton Orchards may also be required to pay the Break Fee to Duxton Farms, depending on the circumstances in which the Duxton Orchards Scheme does not proceed. Further information regarding the Break Fee and the circumstances in which it may become payable is set out in section 13.3 below.
The benefits associated with the Merged Group will not be realised	If the Duxton Orchards Scheme is not Implemented, Duxton Orchards will remain as an unlisted proprietary company and standalone entity, and the benefits anticipated from the Merged Group as set out in this Scheme Book will not be realised.
Allegations from Nangwarry landlord	As outlined in section 5.3, the landlord of Duxton Orchards' Nangwarry property has made allegations that the tenant under the lease (being a wholly owned subsidiary of Duxton Orchards) is in breach of the lease. Duxton Orchards has obtained legal advice on the matter. Duxton Orchards has refuted the allegations and is engaging with the landlord on the issue, but there is a risk that the dispute could result in litigation, the payment of damages, the termination of the Nangwarry lease or a combination of these outcomes.

12. Tax Implications

12.1 Introduction

The information set out in this section 12 is a general overview of the income tax, GST and stamp duty consequences arising for the Duxton Orchards Shareholders in relation to the Duxton Orchards Scheme, assuming it is Implemented. It does not constitute tax advice and should not be relied upon as such.

The information set out in this section 12 is based upon the Australian tax law and administrative practice in effect at the date of this Scheme Book. It is general in nature and is not intended to be an authoritative or complete statement of the laws applicable to the particular circumstances of a Duxton Orchards Shareholder. Duxton Orchards Shareholders are advised to seek their own independent professional tax advice in relation to their own particular circumstances.

This overview is only relevant to Duxton Orchards Shareholders who are Australian tax residents and who hold their Duxton Orchards Scheme Shares on capital account. The following information does not address the Australian tax consequences for Duxton Orchards Shareholders who:

- hold their Duxton Orchards Scheme Shares as a revenue asset (for example, for the purposes of speculation or in the course of carrying on a business of dealing in securities) or as trading stock;
- are Australian tax residents and who hold their Duxton Orchards Scheme Shares in the course of carrying on a business at or through a permanent establishment outside of Australia;
- obtained roll-over relief in connection with the acquisition of their Duxton Orchards Scheme Shares or acquired them via inheritance or gift;
- acquired their Duxton Orchards Scheme Shares as part of an employee share, option or rights plan;
- are subject to the taxation of financial arrangements rules in Division 230 of the Income Tax Assessment Act 1997 (Cth) (**ITAA 1997**) in relation to gains and losses on their Scheme Shares; or
- are non-residents of Australia for tax purposes.

Duxton Orchards Shareholders who are tax residents of a country other than Australia (whether or not they are also residents, or are temporary residents, of Australia for tax purposes) should take into account the tax consequences of the Duxton Orchards Scheme under the laws of their country of residence, as well as under Australian law. These comments relate to Australian tax law only.

This tax summary is based on Australian tax law and relevant regulations, rulings or judicial or administrative interpretations of such tax laws as at the date of this Scheme Book.

12.2 Income tax consequences

(a) Australian Capital Gains Tax (CGT)

Under the Duxton Orchards Scheme, Duxton Orchards Shareholders will dispose of their Duxton Orchards Scheme Shares to Duxton Farms in exchange for the Scheme Consideration. The Scheme Consideration will be either the Default Scrip Consideration (wholly comprising Duxton Farms Shares) or the Election Scheme Consideration (being a combination of the Election Scrip Consideration (comprising Duxton Farms Shares) and Cash Consideration).

The disposal of Duxton Orchards Scheme Shares to Duxton Farms under the Duxton Orchards Scheme will constitute a CGT event A1 for Australian CGT purposes. The time of the CGT event will be when the Duxton Orchards Shareholder transfers their Duxton Orchards Scheme Shares to Duxton Farms under the Duxton Orchards Scheme (i.e. the Implementation Date).

A Duxton Orchards Shareholder who would otherwise make a capital gain on the disposal of their Duxton Orchards Scheme Shares may be eligible to choose whole or partial roll-over relief (see section 12.2(f) and 12.2(g) below).

(b) Calculation of capital gain or capital loss

Duxton Orchards Shareholders will make:

- a capital gain to the extent that their capital proceeds for the disposal of their Scheme Shares are more than the cost base of those Duxton Orchards Scheme Shares; or
- a capital loss to the extent that the capital proceeds for the disposal of their Duxton Orchards Scheme Shares are less than the reduced cost base of those Duxton Orchards Scheme Shares.

Capital gains and capital losses of a taxpayer for an income year are aggregated to determine whether there is a net capital gain or net capital loss. Any net capital gain is included in taxpayer's assessable income and is subject to income tax. A net capital loss may not be deducted against other income for income tax purposes, but may be carried forward to offset against future capital gains. Specific loss rules apply to Duxton Orchards Shareholders that are companies or trusts. These rules limit the ability to offset capital losses in a current or later income year.

(c) Cost base of Duxton Orchards Scheme Shares

The cost base of a Duxton Orchards Scheme Share held by a Duxton Orchards Shareholder will generally be the cost of acquiring that Duxton Orchards Scheme Share plus certain incidental costs of its acquisition and disposal that are not deductible to the Duxton Orchards Shareholder (e.g. brokerage fees and stamp duty). The reduced cost base of a Duxton Orchards Scheme Share is usually determined in a similar (but not identical) manner.

(d) Capital proceeds

The capital proceeds for a Duxton Orchards Shareholder in respect of the disposal of their Duxton Orchards Scheme Shares should be:

- for Duxton Orchards Shareholders who receive the Default Scrip Consideration (comprising Duxton Farms Shares only), an amount equal to the market value of the Duxton Farms Shares received, determined as at the Implementation Date; and
- for Duxton Orchards Shareholders who elect to receive the Election Scheme Consideration (being a combination of the Election Scrip Consideration (comprising Duxton Farms Shares) and Cash Consideration), an amount equal to the sum of the market value of the Duxton Farms Shares received, determined as at the Implementation Date, plus the amount of cash received.

(e) CGT discount

Individuals, complying superannuation entities or trustees that have held their Duxton Orchards Scheme Shares for at least 12 months may be entitled to benefit of the CGT discount to reduce the amount of the capital gain (after application of capital losses) arising on the disposal of their Duxton Orchards Scheme Shares by:

- 50% in the case of individuals and trusts (for trustees, the ultimate availability of the discount for the beneficiaries of a trust will depend on the particular circumstances of the beneficiaries); or

- 33.33% for complying superannuation entities.

The CGT discount will not be available to a Duxton Orchards Shareholder that is a company.

(f) Consequences if the Default Scrip Consideration is received and roll-over relief is chosen

Duxton Orchards Shareholders who receive the Default Scrip Consideration (i.e., Duxton Farms Shares only) for the disposal of their Duxton Orchards Scheme Shares and who make a capital gain on the disposal may choose roll-over relief.

If roll-over relief is available and chosen by a Duxton Orchards Shareholder, the capital gain that would otherwise arise will be disregarded and deferred until the Duxton Orchards Shareholder disposes of the Duxton Farms Shares issued as Default Scrip Consideration.

Duxton Farms will not make a choice under section 124-795(4) of the ITAA 1997 to deny roll-over relief.

Duxton Orchards Shareholders must make a choice to apply for roll-over relief before lodging their income tax return for the income year in which the Implementation Date occurs. A Duxton Orchards Shareholder will provide sufficient evidence of having chosen roll-over relief by the way they prepare their income tax return (i.e. by excluding the disregarded capital gain from their assessable income). There is no need to lodge a separate notice with the ATO.

Where a Duxton Orchards Shareholder has chosen roll-over relief, the first element of the cost base of the Duxton Farms Shares acquired under the Duxton Orchards Scheme should be equal to the cost base of their Duxton Orchards Scheme Shares given in exchange for the Duxton Farms Shares issued as Default Scrip Consideration.

Where roll-over relief has been chosen by a Duxton Orchards Shareholder, for CGT purposes (including the application of the CGT discount) the Duxton Farms Shares acquired as Default Scrip Consideration under the relevant Scheme will be taken to be acquired at the time their Duxton Orchards Scheme Shares were originally acquired.

Roll-over relief is not available to a Duxton Orchards Shareholder if a capital loss arises on the disposal of their Duxton Orchards Scheme Shares under the Duxton Orchards Scheme.

(g) Consequences if the Election Scheme Consideration is received and partial roll-over relief is chosen

Duxton Orchards Shareholders who make a valid Election in respect of Duxton Orchards to receive the Election Scheme Consideration (comprising the Election Scrip Consideration and Cash Consideration) may choose partial rollover relief where a capital gain has been made on the disposal of their Duxton Orchards Scheme Shares.

If roll-over relief is available and is chosen by a Duxton Orchards Shareholder, the Duxton Orchards Shareholder must apportion the cost base in their Duxton Orchards Scheme Shares between the Election Scrip Consideration and the Cash Consideration. For example, if a Duxton Orchards Shareholder held Duxton Orchards Scheme Shares with a cost base of \$100 and, pursuant to the Duxton Orchards Scheme, received Election Scheme Consideration comprising Scrip Consideration of \$320 and Cash Consideration of \$80, then the cost base of their Duxton Orchards Scheme Shares is apportioned as follows:

- 20% of the cost base of the Duxton Orchards Scheme Shares (i.e., \$20) to the Cash Consideration, such that a capital gain of \$60 (\$80 less \$20) is apportioned to the Cash Consideration; and
- 80% of the cost base of the Duxton Orchards Scheme Shares (i.e., \$80) to the Election Scrip Consideration, such that a capital gain of \$240 (\$320 less \$80) is apportioned to the Election Scrip Consideration.

In this example, the capital gain of \$240 which is apportioned to the Election Scrip Consideration may be disregarded and deferred until the Duxton Orchards Shareholder disposes of the Duxton Farms Shares issued as Election Scrip Consideration.

(h) Consequences if roll-over relief is not chosen

Where roll-over relief is not chosen by or is not available to a Duxton Orchards Shareholder in relation to disposal of their Duxton Orchards Scheme Shares under the Duxton Orchards Scheme, the capital gain or capital loss from the disposal of their Duxton Orchards Scheme Shares will be taken into account in calculating the Duxton Orchards Shareholder's net capital gain for the income year in which the Implementation Date occurs.

The first element of the cost base of the Duxton Farms Shares received under the Duxton Orchards Scheme should be:

- where the Duxton Orchards Shareholder received the Default Scrip Consideration (comprising Duxton Farms Shares only), an amount equal to the market value of the Duxton Orchards Scheme Shares, determined on the Implementation Date, given in exchange for acquisition of the Duxton Farms Shares; and
- where the Duxton Orchards Shareholder received the Election Scheme Consideration (being a combination of the Election Scrip Consideration (comprising Duxton Farms Shares) and Cash Consideration), an amount equal to a portion of the market value of the Duxton Orchards Scheme Shares, determined on the Implementation Date, as is reasonably attributable to the acquisition of the Duxton Farms Shares.

The acquisition date of the Duxton Farms Shares acquired under the Duxton Orchards Scheme will be the Implementation Date. This date will be relevant for any future application of the CGT discount with respect to CGT events occurring in respect of the Duxton Farms Shares.

12.3 Duty consequences

As Duxton Farms is a landholder in multiple States and Territories, the issue of Duxton Farms Shares to Duxton Orchards Shareholders should only be subject to landholder duty if the Duxton Orchards Shareholders, as a group, acquire a significant (or prescribed) interest in Duxton Farms (taking into account associated or related parties existing shareholdings).

On the basis and assuming that all Duxton Farms Shares are and remain at all times quoted on the ASX, a significant (or prescribed) interest is defined to be 90% or more. It is not anticipated that the Duxton Orchards Shareholders as a group, including any existing Duxton Farms shares they or associated or related parties may own, will come to hold a 90% or more interest in Duxton Farms as a result of the Duxton Orchards Scheme. As such, it is not expected that landholder duty should apply to the issue of Duxton Farms Shares to the Duxton Orchards Shareholders although that will ultimately depend upon the percentage interest that comes to be held by them (and their associates). Duxton Orchards Shareholders should seek independent professional tax advice in relation to their individual circumstances.

12.4 GST consequences

Duxton Orchards Shareholders should not be liable to GST in respect of the Duxton Orchards Scheme.

Duxton Orchards Shareholders may be charged GST on costs (such as adviser fees relating to their participation in the Duxton Orchards Scheme) that relate to the Duxton Orchards Scheme. Duxton Orchards Shareholders may be entitled to input tax credits or reduced input tax credits for GST on such costs, but should seek independent professional tax advice in relation to their individual circumstances.

13. Additional information

13.1 Equity incentive arrangements

Duxton Orchards does not have equity incentive arrangements in place. Duxton Orchards provides certain employees with discretionary cash bonuses in accordance with the terms of the relevant employment agreements.

13.2 Other agreements or arrangements connected with or conditional on the Merger

The following transactions are conditional on the Merger proceeding:

(a) Duxton Farms' internalisation of corporate functions

If the Merger proceeds, certain corporate functions including finance, legal, human resources and ESG, will be internalised by Duxton Farms. These corporate functions are presently provided to or procured for Duxton Farms and the Merger Companies under their respective investment management/advisory agreements with Duxton Capital or services agreements with Duxton Capital Services. As part of the internalisation, if the Merger proceeds the investment advisory agreements between Duxton Capital and each acquired Merger Company, and the services agreements between Duxton Capital Services and each acquired Merger Company will be terminated. The services agreement between Duxton Farms and Duxton Capital Services will also be terminated in these circumstances.

If the Merger does not proceed, the internalisation of corporate functions will not take place and the investment advisory agreements between the Merger Companies and Duxton Capital, and the services agreements between the Merger Companies and Duxton Capital Services, will not be terminated in connection with the Merger.

(b) Duxton Farms Placement

If the Merger proceeds, the Duxton Farms Placement will proceed. The components of the Duxton Farms Placement comprising the EP Placement and RM Placement will remain conditional on the receipt of Duxton Farms Shareholder approval.⁶⁸

If the Merger does not proceed, no component of the Duxton Farms Placement will complete.

13.3 Summary of the Scheme Implementation Agreement

Duxton Orchards entered into a Scheme Implementation Agreement with Duxton Farms on 26 June 2025. The Scheme Implementation Agreement sets out steps required to be taken by Duxton Farms and Duxton Farms to give effect to the Duxton Orchards Scheme. On the same date, Duxton Farms entered into a separate scheme implementation agreement with each of the Other Merger Companies to give effect to their respective Schemes on substantially the same terms as the Scheme Implementation Agreement, subject to certain factual differences.

The key terms of the form of the Scheme Implementation Agreement are summarised in this section 13.3, and the full form of the Scheme Implementation Agreement is contained in Annexure C.

⁶⁸ The EP Placement and RM Placement required approval from Duxton Farms Shareholders under ASX Listing Rule 10.11.

(a) Material Terms

Under the Scheme Implementation Agreement:

- Duxton Orchards has, among other things:
 - agreed to propose the Duxton Orchards Scheme on and subject to the terms and conditions set out in the Scheme Implementation Agreement; and
 - represented and warranted that all of the Duxton Orchards Directors have confirmed that they will unanimously recommend that its Duxton Orchards Shareholders vote in favour of the Duxton Orchards Scheme and will vote, or procure the voting of, all Duxton Orchards Shares in which they have a Relevant Interest in favour of the Duxton Orchards Scheme, in each case in the absence of a Superior Proposal emerging for Duxton Orchards and subject to the Independent Expert concluding (and continuing to conclude) that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders;
- Duxton Farms has, among other things:
 - agreed to convene the Duxton Farms Shareholder Meeting to consider and vote on the Duxton Farms Merger Resolutions; and
 - represented and warranted that all Duxton Farms Directors have confirmed that they will unanimously recommend that Duxton Farms Shareholders vote in favour of the Duxton Farms Merger Resolutions and will vote, or procure the voting of, all Duxton Farms Shares in which they have a Relevant Interest in favour of the Duxton Farms Merger Resolutions, subject to the independent expert engaged by Duxton Farms in connection with the Duxton Farms Merger Resolutions concluding (and continuing to conclude) that acquisition of Merger Company Shares from certain Merger Company Shareholders is fair and reasonable or not fair but reasonable, to Duxton Farms Shareholders, other than any Duxton Farms Shareholder whose votes are to be disregarded pursuant to applicable law;
- Duxton Orchards and Duxton Farms have agreed to conduct their respective businesses in the ordinary course with restrictions on specified actions, including acquisitions, disposals, entry into material contracts, providing financial accommodation, commencing or settling of legal proceedings, capital expenditure and other customary actions over specified thresholds;
- Duxton Orchards and Duxton Farms have agreed to consult on, consider comments on, provide information for and update key disclosure documents in respect of the Duxton Orchards Scheme;
- Duxton Orchards and Duxton Farms have agreed deal protection mechanisms, including a Break Fee payable by Duxton Orchards in certain circumstances (as described further below). The parties have also agreed to customary exclusivity arrangements in favour of Duxton Farms (including "no shop", "no talk" and "no due diligence" restrictions and notification obligations, with customary "fiduciary outs") and a matching right in favour of Duxton Farms.
- Duxton Orchards and Duxton Farms have agreed to standard termination provisions and customary representations and warranties; and
- Duxton Orchards and Duxton Farms have agreed to the Conditions Precedent as described below.

(b) Conditions Precedent

The Implementation of the Duxton Orchards Scheme is subject to the satisfaction or waiver of the following Conditions Precedent:

- **(ASIC and ASX approvals)** ASIC and ASX provide all necessary consents, waivers, or approvals for the Duxton Orchards Scheme which Duxton Farms and Duxton Orchards agree are reasonably necessary to implement the Duxton Orchards Scheme;
- **(FIRB approval)** the Treasurer of the Commonwealth of Australia issues a "no objection" notification in respect of relevant actions required to implement the Duxton Orchards Scheme;
- **(no restraints)** there are no court orders, injunctions, or other legal restrictions preventing the Duxton Orchards Scheme;
- **(no material adverse change)** a material adverse change does not occur in respect of Duxton Farms or Duxton Orchards;
- **(no prescribed occurrence)** a prescribed occurrence does not occur in respect of Duxton Farms or Duxton Orchards;
- **(Duxton Farms Shareholder approval)** Duxton Farms Shareholders approve the Duxton Farms Merger Resolutions by the required majorities. See section 4.4(c) for further detail on the Duxton Farms Merger Resolutions;
- **(Duxton Orchards Shareholder approval)** the Duxton Orchards Shareholders approve the Duxton Orchards Scheme by the Requisite Majorities;
- **(ASX quotation of Duxton Farms Shares)** the new Duxton Farms Shares to be issued as part of the Duxton Orchards Scheme are approved for official quotation on the ASX;
- **(warranties)** the warranties given by Duxton Orchards and Duxton Farms remain true and correct in all material respects;
- **(Independent Expert's Report)** The Independent Expert opines that the Duxton Orchards Scheme is in the best interests of the Duxton Orchards Shareholders and does not withdraw or change its conclusion;
- **(independent expert's report in connection with Duxton Farms Merger Resolutions)** the independent expert engaged by Duxton Farms in connection with the Duxton Farms Merger Resolutions opines that the transactions comprising the acquisition of Merger Company Shares and the ordinary shares in the Merger Companies from certain Merger Company Shareholders are fair and reasonable, or not fair but reasonable, to Duxton Farms Shareholders other than any Duxton Farms Shareholder whose votes are to be disregarded pursuant to applicable law (if a further opinion is sought for other matters as required by Duxton Farms, the Condition Precedent extends to the independent expert maintaining its conclusion in respect of those matters also); and
- **(Court approval)** the Court approves under section 411(4)(b) of the Corporations Act:
 - the Duxton Orchards Scheme; and
 - the Schemes in respect of a Successful Combination of Merger Companies.

A Condition Precedent may only be waived by the party for whose benefit it exists.

If no agreement is reached within 5 Business Days of a failure of a Condition Precedent, then either Duxton Farms or Duxton Orchards may terminate the Scheme Implementation Agreement by written notice to the other party.

(c) Break Fee

The Break Fee will be payable by Duxton Orchards if:

- a Duxton Orchards Director:
 - fails to provide, withdraws or changes their recommendation or voting intention in favour of the Duxton Orchards Scheme;
 - makes a public statement indicating they no longer support the Duxton Orchards Scheme; or
 - recommends, supports or endorses an Alternative Proposal or makes public statements against the Duxton Orchards Scheme,
- in each case provided Duxton Farms has terminated the Scheme Implementation Agreement with Duxton Orchards in accordance with its terms other than in circumstances where:
- the Independent Expert concludes the Duxton Orchards Scheme is not in the best interests of the Duxton Orchards Shareholders (except where that conclusion is a result of the existence, announcement or publication of an Alternative Proposal or a Superior Proposal); or
 - Duxton Orchards is entitled to terminate the Scheme Implementation Agreement for material breach by Duxton Farms and has given valid notice of termination to Duxton Farms.
- an Alternative Proposal of any kind is made by a person and, within 12 months after that occurring, the person completed in all material respects a transaction of the kind referred to in that Alternative Proposal or otherwise acquires a Relevant Interest in, or becomes the holder of, or otherwise acquires 50% or more of shares in Duxton Orchards under a transaction that is or has become wholly unconditional; or
 - Duxton Orchards has terminated the Scheme Implementation Agreement upon an Alternative Proposal being deemed a Superior Proposal in accordance with the terms of the Scheme Implementation Agreement.

(d) Termination events

Duxton Farms may terminate the Scheme Implementation Agreement with Duxton Orchards if:

- Duxton Orchards materially breaches their obligations or warranties under key clauses of the Scheme Implementation Agreement, unless the breach was caused by Duxton Farms;
- the Condition Precedent requiring Court approval of the Duxton Orchards Scheme and Schemes in respect of a Successful Combination of Merger Companies becomes incapable of satisfaction due to the termination of the Scheme Implementation Agreement or the scheme implementation agreement of an Other Merger Company in respect of one or more of the Schemes required to form a Successful Combination of Merger Companies; or

- the Duxton Orchards Scheme has not become Effective by the End Date, except where the failure is due to Duxton Farms' own breach.

Duxton Orchards may terminate the Scheme Implementation Agreement with Duxton Farms if:

- Duxton Farms materially breaches its obligations or warranties under key clauses of the Scheme Implementation Agreement, unless the breach was caused by Duxton Orchards ;
- the Duxton Orchards Board determines, following the processes prescribed under the terms of the Scheme Implementation Agreement, that an Alternative Proposal is a Superior Proposal, provided the proposal was not facilitated or brought about by a breach of the Scheme Implementation Agreement;
- the Condition Precedent requiring Court approval of the Duxton Orchards Scheme and Schemes in respect of a Successful Combination of Merger Companies becomes incapable of satisfaction due to the termination of the Scheme Implementation Agreement or the scheme implementation agreement of an Other Merger Company in respect of one or more of the Schemes required to form a Successful Combination of Merger Companies; or
- the Duxton Orchards Scheme has not become Effective by the End Date, provided the failure is not due to Duxton Orchards' own breach.

(e) Representations and warranties

The Scheme Implementation Agreement Orchards contains customary representations and warranties given by each of Duxton Farms and Duxton Orchards to each other.

13.4 Summary of Duxton Farms arrangements with related parties and the Merger Companies

Transactions between Duxton Farms and its related parties and the Merger Companies are on commercial terms and conditions and are periodically reviewed by Duxton Farms' Sub-committee.

The following transactions occurred with related parties of Duxton Farms and separately, between Duxton Farms and the Merger Companies during the financial year ended 2025.

(a) Consulting Services – Duxton Walnuts

Duxton Walnuts provides consulting services to Duxton Farms on an ad hoc basis. Ed Peter is an alternate director of Duxton Walnuts and a Duxton Farms Director. These consulting services comprise the provision of services in relation to Duxton Farms' new venture into pistachio planting under its new subsidiary Duxton Pistachios Pty Ltd. During FY25, Duxton Farms paid \$43,000 to Duxton Walnuts as consideration for the consulting services. The consultancy will cease in the event Duxton Walnuts Scheme is Implemented and it becomes a wholly owned subsidiary of Duxton Farms.

(b) Investment Management Agreement – Duxton Capital

Duxton Farms has an Investment Management Agreement with Duxton Capital, a company of which Duxton Farms Directors, Ed Peter and Stephen Duerden are directors. The current agreement is for the provision of investment management services. The terms of the Investment Management Agreement are set out at section 9.4.

At the date of the Scheme Book, Duxton Capital is entitled to a management fee of 0.85% (plus GST) of Duxton Farms' portfolio net asset value paid monthly plus a performance fee subject to certain benchmarks and hurdles under the terms of the Investment Management Agreement. Duxton Capital was entitled to a management fee of \$1,008,000 for the period ending 30 June

2025, but was not entitled to a performance fee for the same period for investment management services provided during the year. The calculation methodology is set out in page 41 of Duxton Farms' 2025 Annual Report.

Certain amendments are proposed to be made to the Investment Management Agreement as set out at section 9.4.

(c) Accounting and Consulting Services – Duxton Capital

Duxton Farms pays Duxton Capital, a company of which Duxton Farms Directors Ed Peter and Stephen Duerden are directors and with which Duxton Farms has an Investment Management Agreement (as outlined above), for additional services outside the scope of that agreement including accounting, bookkeeping, graphic design and human resource services. Total fees payable by Duxton Farms to Duxton Capital for these services amounted to \$659,000 (ex GST) for the 12 month period ending 30 June 2025.

(d) Water Lease – Duxton Water Ltd

Duxton Farms has a lease agreement with Duxton Water Ltd, a company of which Duxton Farms Directors Ed Peter and Stephen Duerden are directors. The current agreement is for the provision of a water lease for Lachlan River General Security surface water entitlements delivered via the Jemalong Irrigation Scheme, which expires on 30 June 2028. The lease payments by Duxton Farms to Duxton Water Ltd under the lease amounted to \$636,000 (ex GST) for the 12 month period ending 30 June 2025. As at 30 June 2025, \$1,795,000 (ex GST) remains payable to Duxton Water Ltd under the lease.

(e) Lease – Mountain Valley Station Trust

Duxton Farms has a lease agreement with Mountain Valley Station (NT) Pty Ltd, a company of which Duxton Farms Director Ed Peter is a director. Pursuant to the terms of the lease agreement, Mountain Valley Station (NT) Pty Ltd provides a sublease to Duxton Farms over the 141,000-hectare Mountain Valley Station in the Northern Territory, which expires on 7 December 2027. The lease payments by Duxton Farms to Mountain Valley Station (NT) Pty Ltd under the lease amounted to \$564,000 (ex GST) for the 12 month period ending 30 June 2025. As at 30 June 2025, \$1,388,000 (ex GST) remains payable to Mountain Valley Station (NT) Pty Ltd under the lease.

(f) Share acquisition – Duxton Dried Fruits

In the 12 month period ending 30 June 2025, Duxton Farms exercised options to acquire 4,411,764 fully paid A class preference shares in Duxton Dried Fruits. Those options were exercised at a price of \$0.50 per option pursuant to an offer of new preference shares in Duxton Dried Fruits to new and existing shareholders completed in FY24.

Duxton Farms acquired a further 2,400,000 fully paid A class preference shares (which were automatically reclassified into Duxton Dried Fruits Shares on 1 July 2025) in Duxton Dried Fruits at a price of \$0.50 per option through an option shortfall mechanism originally offered to other existing Duxton Dried Fruits Shareholders as part of an entitlement offer, consideration for which was extended as a loan from Duxton Farms to Duxton Dried Fruits for administrative reasons before being converted into equity in June 2025.

In total, in FY25 Duxton Farms exercised options to acquire 6,811,764 fully paid A class preference shares in Duxton Dried Fruits at a price of \$0.50 per option, the total consideration for which was \$4,244,000.

(g) Lease – MG Corporation

Duxton Farms entered into a five year lease for a property located in the Ord Irrigation precinct in Western Australia effective 1 January 2025. Duxton Farms Director Paul Burke is a director

of MG Corporation, an organisation associated with the landlord. Lease payments of \$72,000 (ex GST) were made during the financial year ended 30 June 2024.

13.5 Escrow Arrangements

(a) Overview of escrow arrangements

Duxton Farms Shares issued as Scrip Consideration under the Duxton Orchards Scheme to the following Duxton Orchards Scheme Shareholders are to be escrowed:

- Duxton Orchards Scheme Shareholders who are issued, aggregate, 200,000 or more Duxton Farms Shares pursuant to the Schemes of all Merger Companies in which they are a Scheme Shareholder, subject to the exception for Small Beneficial Holders Shares (discussed below in section 13.5(b)); and
- Duxton Orchards Scheme Shareholders:
 - who are or have been a Duxton Orchards Director or a Duxton Farms Director;
 - in respect of whose Duxton Orchards Scheme Shares a person who or has been a Duxton Orchards Director or a Duxton Farms Director has or had a Relevant Interest;
 - that are trustees of a discretionary trust in respect of which a person who or has been a Duxton Orchards Director or a Duxton Farms Director was, is or is entitled to be a beneficiary; or
 - that are trustees of a trust in respect of whose Duxton Orchards Scheme Shares a person who or has been a Duxton Orchards Director or a Duxton Farms Director has or had a Relevant interest,

at any time since 26 June 2025 as determined by Duxton Farms, acting reasonably).

The Scheme of each Other Merger Company is subject to the same escrow arrangements. Duxton Farms Shares issued to Duxton Capital Investments as consideration for its ordinary shares in Duxton Bees and Duxton Walnuts are also to be escrowed.

The Escrowed Shares, together with the Duxton Farms Shares to be escrowed under each other Scheme and in respect of Duxton Capital Investments, are expected to represent up to approximately 50.8% of the Duxton Farms Shares after the Merger and the Duxton Farms Placement, assuming that all Merger Companies are acquired by Duxton Farms, that all Scheme Shareholders receive 20% of their Scheme Consideration as Cash Consideration and Duxton Farms Shareholders approve the RM Placement and EP Placement. The figure is also based on shareholdings of the Merger Company Shareholders and Duxton Capital Investments as at the date of this Scheme Book and before any exemptions for Small Beneficial Holder Shares.

Escrows are to be implemented through operation of the Duxton Orchards Scheme.

Under the terms of the escrows, Escrowed Shareholders will be restricted from dealing in their Escrowed Shares (subject to customary exceptions), with Escrowed Shares to be released from escrow in tranches in accordance with the schedule below:

- one third of the Escrowed Shares will be released on 4.15pm (Sydney time) on the day which is the earlier of the day of announcement of Duxton Farms' financial results for the half year ended 31 December 2025 and the date which is 6 months after the issue of the Duxton Farms Shares to be escrowed to the Scheme Shareholder;
- one third of the Escrowed Shares will be released on 4.15pm (Sydney time) on the day which is the earlier of the day of announcement of Duxton Farms' financial results

for the year ended 30 June 2026 and the date which is 12 months after the issue of the Duxton Farms Shares to be escrowed to the Scheme Shareholder; and

- one third of the Escrowed Shares will be released on 4.15pm (Sydney time) on the date which is the earlier of the day of announcement of Duxton Farms' financial results for the period ending 31 December 2026 and the date which is 18 months after the issue of the Duxton Farms shares to be escrowed to the Scheme Shareholder.

Terms of the proposed escrows are set out in Annexure A of the Duxton Orchards Scheme contained in Annexure D of this Scheme Book.

(b) Exception for Qualified Small Beneficial Holder Shares

The escrow arrangements are subject to certain exceptions for qualified Small Beneficial Holder Shares, being Duxton Farms Shares issued by Duxton Farms pursuant to the Duxton Orchards Scheme or the Scheme of an Other Merger Company to a Relevant Holder (being a licensed trustee, nominee or custodian) that are, upon issue, held on bare trust for a person who would have been issued less than 200,000 Duxton Farms Shares in their name pursuant to the Duxton Orchards Scheme and the Scheme of an Other Merger Company, if that person were issued those Duxton Farms Shares (together with any other Duxton Farms Shares issued to another professional nominee or custodian on bare trust for the person in their name).

A Small Beneficial Holder Share will not be escrowed if, following a written request by the Relevant Holder, Duxton Farms confirms in writing to the Relevant Holder prior to the Implementation Date that it is satisfied that the Duxton Farms Share is a Small Beneficial Holder Share.

In considering a request from a Relevant Holder, Duxton Farms may, within 5 Business Days of receiving such a request, require such documentation be provided as Duxton Farms determines appropriate, including documentation in relation to the holding, confirmations that the nature of the holding will remain unchanged prior to the Implementation Date and legal advice confirming that the Duxton Farms Share will be a Small Beneficial Holder Share, to which it will give due regard if provided to it within a reasonable time before the Implementation Date.

If you are a licensed trustee, nominee or custodian holding Duxton Orchards Shares on bare trust for investors, and would like to make a request for Duxton Farms Shares to be issued to you as Scrip Consideration (should the relevant Scheme be implemented) to be exempted from the escrow arrangement, please contact Investor Support by emailing invest@duxtonam.com or by calling +61 8 8130 9500 between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays).

Duxton Orchards Shareholders for whom Duxton Orchards Shares are held by a Relevant Holder and who wish to apply for an exception from the escrow arrangement should contact that Relevant Holder to request the Relevant Holder to make the appropriate application using the contact details above.

13.6 Regulatory relief

Clause 8302(h) of Part 3 of Schedule 8 of the Corporations Regulations requires the Scheme Book to set out whether, within the knowledge of the Duxton Orchards Directors, the financial position of Duxton Orchards has materially changed since the date of the last balance sheet laid before an annual general meeting of Duxton Orchards or sent to Duxton Orchards Shareholders in accordance with sections 314 or 317 of the Corporations Act, being its financial statements for the financial year ended 30 June 2024, and if so, full particulars of any change.

Duxton Orchards applied for relief from the requirement under clause 8302(h) on the basis that, as it is not a disclosing entity for the purposes of Part 2M.3 of the Corporations Act, Duxton Orchards is not required, nor strictly able, to comply with the requirements under sections 314 or 317 of the Corporations Act.

ASIC has granted Duxton Orchards relief from this requirement.

Duxton Orchards will give a copy of its financial report for the financial year ended 31 December 2024 free of charge to any Duxton Orchards Shareholder who requests a copy.

13.7 Foreign disclaimers

This Scheme Book does not constitute an offer of Duxton Farms Shares in any jurisdiction in which it would be unlawful. In particular, this Scheme Book may not be distributed to any person, and the Duxton Farms Shares may not be offered or sold, in any country outside Australia except to the extent permitted below.

(a) Hong Kong

WARNING: The contents of this Scheme Book have not been reviewed or approved by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the Scheme. If you are in any doubt about any of the contents of this Scheme Book, you should obtain independent professional advice.

This Scheme Book does not constitute an offer or invitation to the public in Hong Kong to acquire or subscribe for or dispose of any securities. This Scheme Book also does not constitute a prospectus (as defined in section 2(1) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong)) or notice, circular, brochure or advertisement offering any securities to the public for subscription or purchase or calculated to invite such offers by the public to subscribe for or purchase any securities, nor is it an advertisement, invitation or document containing an advertisement or invitation falling within the meaning of section 103 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

Accordingly, unless permitted by the securities laws of Hong Kong, no person may issue or cause to be issued this Scheme Book in Hong Kong, other than to persons who are “professional investors” (as defined in the Securities and Futures Ordinance and any rules made thereunder) or in other circumstances that do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.

No person may issue or have in its possession for the purposes of issue, this Scheme Book or any advertisement, invitation or document relating to these securities, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than any such advertisement, invitation or document relating to securities that are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors.

Copies of this Scheme Book may be issued to Duxton Orchards Shareholders in Hong Kong in a manner that does not constitute any issue, circulation or distribution of this Scheme Book, or any offer or an invitation in respect of these securities, to the public in Hong Kong. This Scheme Book is for the exclusive use of Duxton Orchards Shareholders in connection with the Duxton Orchards Scheme. No steps have been taken to register or seek authorisation for the issue of this Scheme Book in Hong Kong.

This Scheme Book is confidential to the person to whom it is addressed and no person to whom a copy of this Scheme Book is issued may issue, circulate, distribute, publish, reproduce or disclose (in whole or in part) this Scheme Book to any other person in Hong Kong or use for any purpose in Hong Kong other than in connection with consideration of the Duxton Orchards Scheme by Duxton Orchards shareholders.

(b) Luxembourg

This Scheme Book is not a prospectus under Regulation (EU) 2017/1129 of the European Parliament and the Council of the European Union (the Prospectus Regulation). Therefore, the Scheme Book has not been, and will not be, registered with or approved by any securities

regulator in Luxembourg or elsewhere in the European Union. Accordingly, this Scheme Book may not be made available, nor may the Duxton Farms Shares be offered for sale or exchange, in Luxembourg except in circumstances that do not require the obligation to publish a prospectus under the Prospectus Regulation.

In accordance with Article 1(4) of the Prospectus Regulation, an offer of Duxton Farms Shares in Luxembourg is limited:

- to persons who are “qualified investors” (as defined in Article 2(e) of the Prospectus Regulation);
- to fewer than 150 other natural or legal persons; and
- in any other circumstance falling within Article 1(4) of the Prospectus Regulation.

(c) New Zealand

This Scheme Book is not a New Zealand disclosure document and has not been registered, filed with or approved by any New Zealand regulatory authority under or in accordance with the Financial Markets Conduct Act 2013 or any other New Zealand law. The offer of Duxton Farms Shares under the Duxton Orchards Scheme is being made to existing Duxton Orchards Shareholders in reliance upon the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021 and, accordingly, this Scheme Book may not contain all the information that a disclosure document is required to contain under New Zealand law.

(d) Singapore

This Scheme Book and any other document relating to the Duxton Orchards Scheme have not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore and the Duxton Orchards Scheme is not regulated by any financial supervisory authority in Singapore. Accordingly, statutory liabilities in connection with the contents of prospectuses under the Securities and Futures Act 2001 (the **SFA**) will not apply.

This Scheme Book and any other document relating to the Duxton Orchards Scheme may not be made the subject of an invitation for subscription, purchase or receipt, whether directly or indirectly, to persons in Singapore except pursuant to exemptions in Subdivision (4) Division 1, Part 13 of the SFA, including the exemption under section 273(1)(c) of the SFA, or otherwise pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Any offer is not made to you with a view to Duxton Farms Shares being subsequently offered for sale to any other party in Singapore. You are advised to acquaint yourself with the SFA provisions relating to on-sale restrictions in Singapore and comply accordingly.

This Scheme Book is being furnished to you on a confidential basis and solely for your information and may not be reproduced, disclosed, or distributed to any other person. Any investment referred to in this Scheme Book may not be suitable for you and it is recommended that you consult an independent investment advisor if you are in doubt about such investment.

Neither Duxton Orchards nor Duxton Farms is in the business of dealing in securities or holds itself out, or purports to hold itself out, to be doing so. As such, Duxton Orchards and Duxton Farms are neither licensed nor exempted from dealing in securities or carrying out any other regulated activities under the SFA or any other applicable legislation in Singapore.

(e) Switzerland

The Duxton Farms Shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange or on any other stock exchange or regulated trading facility in Switzerland. Neither this Scheme Book nor any other offering material relating to the Duxton Farms Shares constitutes a prospectus or a similar notice as such terms are understood

pursuant to art. 35 of the Swiss Financial Services Act (**FinSA**) or the listing rules of any stock exchange or regulated trading facility in Switzerland. Neither this Scheme Book nor any other offering material relating to the Duxton Farms Shares may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Scheme Book nor any other offering material relating to the Duxton Farms Shares have been, or will be, filed with or approved by any Swiss regulatory authority or authorized review body. In particular, this Scheme Book will not be filed with, and the offer of Duxton Farms Shares will not be supervised by, the Swiss Financial Market Supervisory Authority (**FINMA**).

This Scheme Book may be distributed in Switzerland only to existing Duxton Orchards Shareholders and is not for general circulation in Switzerland.

(f) United Kingdom

Neither this Scheme Book nor any other document relating to the Duxton Orchards Scheme has been delivered for approval to the Financial Conduct Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended (**FSMA**)) has been published or is intended to be published in respect of the Duxton Farms Shares.

This Scheme Book does not constitute an offer of transferable securities to the public within the meaning of the UK Prospectus Regulation or the FSMA. Accordingly, this Scheme Book does not constitute a prospectus for the purposes of the UK Prospectus Regulation or the FSMA.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 FSMA) received in connection with the issue or sale of the Duxton Farms Shares has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) FSMA does not apply to Duxton Orchards or Duxton Farms.

In the United Kingdom, this Scheme Book is being distributed only to, and is directed at, persons (i) who fall within Article 43 (members of certain bodies corporate) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005, or (ii) to whom it may otherwise be lawfully communicated (together “relevant persons”). The investments to which this Scheme Book relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this Scheme Book.

13.8 Fees

Each of the persons named in section 13.9(c) as performing a function in a professional, advisory or other capacity in connection with the Merger and the preparation of this Scheme Book will be entitled to receive professional fees charged in accordance with their normal basis of charging.

The fees incurred by Duxton Orchards in connection with the Merger are set out in section 11.5.

13.9 Consents and disclosures

(a) Other Merger Companies

Each Other Merger Company has given and has not withdrawn, before the registration of this Scheme Book, its written consent to be named in this Scheme Book in the form and context in which it is named and to the inclusion of its Merger Company Information in this Scheme Book in the form and context in which the Merger Company Information is included.

Each Other Merger Company:

- has not authorised or caused the issue of this Scheme Book to Duxton Orchards Shareholders;

- does not make, or purport, any statement in this Scheme Book on which a statement in this Scheme Book is based, other than as specified in this section 13.9(a) or in the Responsibility Statement; and
- to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for, any part of this Scheme Book, other than as specified in this section 13.9(a) or in the Responsibility Statement.

(b) Duxton Farms

Duxton Farms has given and has not withdrawn, before the registration of this Scheme Book, its written consent to be named in this Scheme Book in the form and context in which it is named and to the inclusion of its Duxton Farms Information in this Scheme Book in the form and context in which the Duxton Farms Information is included.

Duxton Farms:

- has not authorised or caused the issue of this Scheme Book;
- does not make, or purport, any statement in this Scheme Book on which a statement in this Scheme Book is based, other than as specified in this section 13.9(b) or in the Responsibility Statement; and
- to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for, any part of this Scheme Book, other than as specified in this section 13.9(b) or in the Responsibility Statement.

(c) Other persons named

The Independent Expert has given and has not withdrawn, before the registration of this Scheme Book by ASIC, its written consent to be named in this Scheme Book in the form and context in which it is named and to the inclusion of each Independent Expert's Report in Annexure A in this Scheme Book in the form and context in which the Independent Expert's Report is included.

The Investigating Accountant has given and has not withdrawn, before the registration of this Scheme Book by ASIC, its written consent to be named in this Scheme Book in the form and context in which it is named and to the inclusion of the Investigating Accountant's Report in Annexure B in this Scheme Book in the form and context in which the Investigating Accountant's Report is included.

Each of the following parties has given and has not withdrawn, before the registration of this Scheme Book by ASIC, its written consent to be named in this Scheme Book in the form and context in which they are named:

- Addisons as legal adviser to Duxton Orchards; and
- Duxton Capital as investment adviser to Duxton Orchards.

Each person named in this section:

- has not authorised or caused the issue of this Scheme Book;
- does not make, or purport, any statement in this Scheme Book on which a statement in this Scheme Book is based, other than as specified in this section 13.9(c); and
- to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding, and takes no responsibility for, any part of this

Scheme Book, other than a reference to its name and the statement (if any) included in this Scheme Book with the consent of that party as specified in this section 13.9(c).

13.10 No other material information

Except as set out in this Scheme Book, so far as the Duxton Orchards Directors are aware, there is no other information that is:

- material to the making of a decision by a Duxton Orchards Shareholder whether or not to vote in favour of the Duxton Orchards Scheme; and
- known to any Duxton Orchards Director at the date of lodging this Scheme Book with ASIC for registration,

which has not previously been disclosed to the Duxton Orchards Shareholders.

13.11 Supplementary disclosure

Duxton Orchards will issue a supplementary document to this Scheme Book if it becomes aware, between the date of lodgement of this Scheme Book for registration by ASIC and the Effective Date that, of any of the following in respect of its Merger Company Information:

- a material statement in this Scheme Book is false or misleading in a material respect;
- there is a material omission from this Scheme Book;
- a significant change affecting a matter included in this Scheme Book has occurred; or
- a significant new matter that has arisen which would have required to be included in this Scheme Book if it had arisen before the date of lodgement of this Scheme Book for registration by ASIC.

Depending on the nature and timing of the changes circumstances, and subject to compliance with any relevant laws and/or obtaining any relevant approvals, Duxton Orchards may circulate and publish any supplementary document by:

- placing an advertisement in a prominently published newspaper which is circulated generally throughout Australia; and/or
- emailing (for those who have opted for email communications) or posting the supplementary document to the Duxton Orchards Shareholders of that to their email/postal address shown on Duxton Orchards' Merger Company Share Register,

as Duxton Orchards in its absolute discretion considers appropriate.

14. Glossary

14.1 Scheme Book Glossary

AASB means the Australian Accounting Standards Board.

Accounting Standards means:

- (a) accounting standards as that term is defined in the Corporations Act;
- (b) the requirements of the Corporations Act in relation to the preparation and content of financial reports; and
- (c) if and to the extent that any matter is not covered by the accounting standards or requirements referred to in paragraphs (a) or (b), other relevant accounting standards and generally accepted accounting principles applied from time to time in Australia for a business similar to that conducted by the relevant entity as at the date of the Scheme Implementation Agreement.

Alternative Proposal means a proposed transaction or arrangement (whether by way of takeover, share acquisition, scheme of arrangement, capital reconstruction, acquisition of assets or otherwise) under which a person other than Duxton Farms would, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms:

- (a) acquire Control of, or otherwise merge or amalgamate with, Duxton Orchards;
- (b) acquire, whether alone or together with its Associates, a Relevant Interest in any shares of Duxton Orchards, as a result of which the person, together with any Associates, will have:
 - (i) if those persons did not have Relevant Interests in 20% or more of the shares in Duxton Orchards in aggregate immediately prior to the Alternative Proposal, Relevant Interests in 20% or more of the shares in Duxton Orchards in aggregate; or
 - (ii) if those persons already had Relevant Interests in 20% or more of the shares in Duxton Orchards in aggregate immediately prior to the Alternative Proposal, Relevant Interests in not less than 3% or more of the shares in Duxton Orchards in aggregate than they had immediately prior to the Alternative Proposal; or
- (c) directly or indirectly acquire, have a right to acquire or otherwise acquire an economic interest in all or a substantially all of the business, assets or undertaking of Duxton Orchards.

ASIC means Australian Securities and Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

ATO means the Australian Taxation Office.

Break Fee means, in respect of a Merger Company, the lower of:

- (a) the amount as follows:
 - (i) in the case of Duxton Orchards, \$32,520, representing 3% of the agreed equity value of Duxton Orchards;

- (ii) in the case of Duxton Bees, \$960,810, representing 3% of the agreed equity value of Duxton Bees;
 - (iii) in the case of Duxton Dried Fruits, \$482,100, representing 1% of the agreed equity value of Duxton Dried Fruits; and
 - (iv) in the case of Duxton Walnuts, \$647,220, representing 3% of the agreed equity value of Duxton Walnuts; and
- (b) if two or more Merger Companies are liable to pay a break fee under their respective scheme implementation agreements with Duxton Farms (**Breakers**) and the aggregate amount payable under paragraph (a) would exceed \$5,000,000, then the Merger Company's Breaker Proportion of \$5,000,000. A Merger Company's **Breaker Proportion** means the Merger Company's agreed equity value as a proportion of the aggregate agreed equity values of all Breakers (with the agreed equity value of Merger Companies being the values implied by paragraph (a)).

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney and Adelaide.

Cash Consideration means, in respect of a Merger Company, the cash amount comprising part of the Scheme Consideration payable by Duxton Farms to the Scheme Shareholders of the Merger Company pursuant to its respective Scheme, being, in the case of Duxton Orchards, the cash amount calculated as described in section 4.2 for each Duxton Orchards Scheme Share held by a Duxton Orchards Scheme Shareholder who makes a valid Election.

CGT means capital gains tax.

Conditions Precedent means each of the conditions precedent in the Scheme Implementation Agreement, as summarised in section 13.3.

Conflicts Policy means the conflicts of interest and related party transactions policy adopted by Duxton Orchards, each Other Merger Company, Duxton Farms and Duxton Capital in relation to the Merger.

Control has the meaning given in the Corporations Act.

Court means the Federal Court, New South Wales Registry.

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

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

Duxton Agricultural Holdings Trust means Duxton Agricultural Holdings Trust ABN 74 414 556 898.

Deed Poll means the deed poll executed by Duxton Farms on 29 August 2025 in favour of the Duxton Orchards Scheme Shareholders, as contained in Annexure E.

Default Scrip Consideration:

- (a) in respect of Duxton Orchards, has the meaning given in section 4.2(a) of this Scheme Book; and
- (b) in respect of each Other Merger Company, means the Scheme Scrip Ratio for each Scheme Share in that Other Merger Company.

DDAF means Sandhurst Trustee Ltd as sub-custodian of the Duxton Diversified Agricultural Fund.

Dividend Reinvestment Plan means the dividend reinvestment plan of Duxton Farms.

Duxton Bees means Duxton Bees Pty Ltd ACN 635 272 070.

Duxton Bees Board means the board of directors of Duxton Bees.

Duxton Bees Director means a director of Duxton Bees.

Duxton Bees Historical Financial Information means the historical financial information of Duxton Bees contained in section 6.11.

Duxton Bees Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Duxton Bees and Duxton Bees Scheme Shareholders proposed in connection with the Merger.

Duxton Bees Scheme Share means a Scheme Share in Duxton Bees.

Duxton Bees Scheme Shareholder means a Scheme Shareholder of Duxton Bees.

Duxton Bees Share means a fully paid preference share in the capital of Duxton Bees.

Duxton Bees Shareholder means each person who is registered in the Merger Company Share Register of Duxton Bees as a holder of Duxton Bees Shares.

Duxton Capital means Duxton Capital (Australia) Pty Ltd ACN 164 225 647.

Duxton Capital Investments means Duxton Capital Investments Pty Ltd ACN 637 749 921.

Duxton Capital Services means Duxton Capital Services Pty Ltd ACN 644 440 675.

Duxton Dried Fruits means Duxton Dried Fruits Pty Ltd ACN 620 930 154.

Duxton Dried Fruits Board means the board of directors of Duxton Dried Fruits.

Duxton Dried Fruits Director means a director of Duxton Dried Fruits.

Duxton Dried Fruits Historical Financial Information means historical financial information of Duxton Dried Fruits contained in section 8.11.

Duxton Dried Fruits Group means the group comprising Duxton Dried Fruits and Duxton Dried Fruits Growth Co Pty Ltd ACN 650 171 921.

Duxton Dried Fruits Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Duxton Dried Fruits and Duxton Dried Fruits Scheme Shareholders proposed in connection with the Merger.

Duxton Dried Fruits Scheme Share means a Scheme Share in Duxton Dried Fruits.

Duxton Dried Fruits Scheme Shareholder means a Scheme Shareholder of Duxton Dried Fruits.

Duxton Dried Fruits Share means a fully paid preference share in the capital of Duxton Dried Fruits.

Duxton Dried Fruits Shareholder means each person who is registered in the Merger Company Share Register of Duxton Dried Fruits as a holder of Duxton Dried Fruits Shares.

Duxton Farms means Duxton Farms Ltd ACN 129 249 243.

Duxton Farms Board means the board of directors of Duxton Farms.

Duxton Farms Director means a director of Duxton Farms.

Duxton Farms Group means the group comprising Duxton Farms and Duxton Pistachios Pty Limited ACN 662 294 386.

Duxton Farms Historical Financial Information means the historical financial information of Duxton Farms contained in section 9.9.

Duxton Farms Historical Statement of Cash Flow means the historical statements of cash flows of Duxton Farms contained in section 9.9(b).

Duxton Farms Historical Statement of Financial Position means the historical statements of financial position of Duxton Farms contained in section 9.9(d).

Duxton Farms Historical Profit and Loss Statement means the historical profit and loss statements of Duxton Farms contained in section 9.9(c).

Duxton Farms Information means information regarding the Duxton Farms Group and the Scheme Consideration provided by Duxton Farms to the Merger Companies in writing for inclusion in the Scheme Book, including information regarding the Merged Group (including pro forma Merged Group financial information and any statement of Duxton Farms' intention relating to the Merged Group or a Merger Company Group following the Effective Date) other than:

- (a) information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to a Merger Company Group;
- (b) the Merger Company Information of each Merger Company; and
- (c) the Independent Expert's Report (except that information will not be excluded from the Duxton Farms Information to the extent that Duxton Farms provided information in writing to the Independent Expert for the purposes of preparing an Independent Expert's Report).

Duxton Farms Merger Resolutions means the resolutions to be put to Duxton Farms Shareholders at the Duxton Farms Shareholder Meeting in respect of:

- (a) for the purposes of Listing Rule 10.1, the acquisition of a substantial asset, being shares in each Merger Company held by entities associated with Ed Peter, from those entities associated with Ed Peter (a substantial holder of Duxton Farms);
- (b) for the purposes of Listing Rule 10.1, the acquisition of a substantial asset, being shares in each Merger Company held by Richard Magides, from Richard Magides (a substantial holder of Duxton Farms); and
- (c) such other resolutions as Duxton Farms may be required to obtain in relation to the Merger.

Duxton Farms Placement means the conditional fully underwritten placement of fully paid Duxton Farms Shares to raise up to \$4.548 million (before costs) through the issue of up to 3,638,400 new Duxton Farms Shares at the price of \$1.25 per new share.

Duxton Farms Share means a fully paid ordinary share in the capital of Duxton Farms.

Duxton Farms Shareholder means each person who is registered in share register of shareholders maintained by or on behalf of Duxton Farms in accordance with section 168(1) of the Corporations Act as a holder of Duxton Farms Shares.

Duxton Farms Shareholder Meeting means the general meeting of Duxton Farms Shareholders to be convened by Duxton Farms to consider and, if thought fit, pass the Duxton

Farms Merger Resolutions, on and subject to the terms of the Scheme Implementation Agreement.

Duxton Farms Sub-committee means the sub-committee of Duxton Farms Directors established pursuant to the Conflicts Policy to consider the Merger, comprising of Mark Harvey; Wade Dabinett; Paul Burke and Rachel Triggs.

Duxton Group means the group comprising Duxton Capital Holdings Pty Ltd, Duxton Capital Investments, Duxton Capital, Duxton Capital Services and Duxton Asset Management Pte Ltd.

Duxton Orchards means Duxton Orchards Pty Ltd ACN 616 154 379.

Duxton Orchards Board means the board of directors of Duxton Orchards.

Duxton Orchards Director means a director of Duxton Orchards.

Duxton Orchards Group means the group comprising Duxton Orchards and Duxton Apples Pty Ltd ACN 123 314 910.

Duxton Orchards Historical Financial Information means the historical financial information of Duxton Orchards contained in section 5.11.

Duxton Orchards Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Duxton Orchards and Duxton Orchards Scheme Shareholders, substantially in the form which is attached to this Scheme Book at Annexure D subject to any alterations or conditions required by the Court under section 411(6) of the Corporations Act and agreed to by Duxton Farms and Duxton Orchards in writing (each acting reasonably).

Duxton Orchards Scheme Share means a Scheme Share in Duxton Orchards.

Duxton Orchards Scheme Shareholder means a Scheme Shareholder of Duxton Orchards.

Duxton Orchards Share means a fully paid preference share in the capital of Duxton Orchards.

Duxton Orchards Shareholder means each person who is registered in the Merger Company Share Register of Duxton Orchards as a holder of Duxton Orchards Shares.

Duxton Orchards Sub-committee means the sub-committee of Duxton Orchards Directors established pursuant to the Conflicts Policy to consider the Merger, comprising Brett Goodin.

Duxton Walnuts means Duxton Dairies (Cobram) Pty Ltd ACN 602 459 638.

Duxton Walnuts Board means the board of directors of Duxton Walnuts.

Duxton Walnuts Director means a director of Duxton Walnuts.

Duxton Walnuts Historical Financial Information means the historical financial information of Duxton Walnuts contained in section 7.11.

Duxton Walnuts Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between Duxton Walnuts and Duxton Walnuts Scheme Shareholders proposed in connection with the Merger.

Duxton Walnuts Scheme Share means a Scheme Share in Duxton Walnuts.

Duxton Walnuts Scheme Shareholder means a Scheme Shareholder of Duxton Walnuts.

Duxton Walnuts Share means a fully paid preference share in the capital of Duxton Walnuts.

Duxton Walnuts Shareholder means each person who is registered in the Merger Company Share Register of Duxton Walnuts as a holder of Duxton Walnuts Shares.

Ed Peter Entities mean entities associated with Ed Peter.

Effective means, when used in relation to a Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means, in respect of a Merger Company, the date on which its Scheme becomes Effective. The Effective Date is currently expected to be Tuesday, 21 October 2025.

Election means an election by a Scheme Shareholder to receive the Election Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder.

Election Form means the form of election under which a Scheme Shareholder (other than an Ineligible Foreign Shareholder) is offered the opportunity to make an Election.

Election Percentage means, if a Scheme Shareholder makes an Election, the percentage recorded by the Scheme Shareholder in their Election Form (representing the percentage of their Election Scheme Consideration that they wish to receive as Cash Consideration provided that such percentage must not exceed 20%), subject to the terms and conditions of the relevant Scheme.

Election Scheme Consideration means has the meaning given in section 4.2(a) of this Scheme Book.

Election Scrip Consideration:

- (a) in respect of Duxton Orchards, has the meaning given in section 4.2(a) of this Scheme Book; and
- (b) in respect of each Other Merger Company, the number of Duxton Farms Shares to be issued to a Scheme Shareholder of the Other Merger Company who makes a valid Election in respect of their Scheme Consideration in accordance with the terms of their respective Scheme.

Election Time means 6.30pm on Thursday, 2 October 2025, or such other date as agreed in writing between Duxton Orchards and Duxton Farms.

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement or contractual right of set-off, whether registered or unregistered, including any Security Interest.

End Date means the later to occur of 31 December 2025 and such other date agreed in writing between Duxton Farms and Duxton Orchards.

EP Placement means the issue of approximately 400,000 Duxton Farms Shares to Edouard Peter (or his nominees) as part of the Duxton Farms Placement, subject to the receipt of Duxton Farms Shareholder approval.

Escrow Deed means an escrow deed between an Escrowed Shareholder and Duxton Farms containing the terms and conditions set out in the Duxton Orchards Scheme and including details of the Escrowed Shareholder and its Escrowed Shares and other appropriate matters necessary to complete that deed, or as otherwise agreed by Duxton Orchards for and on behalf of an Escrowed Shareholder who is a Duxton Orchards Scheme Shareholder and Duxton Farms or as required by ASIC.

Escrowed Shareholder means each Duxton Orchards Scheme Shareholder whose Scrip Consideration is to become Escrowed Shares pursuant to the Duxton Orchards Scheme.

Escrowed Shares means Scrip Consideration to be the subject of an escrow as described in the Duxton Orchards Scheme.

Excluded Shareholder means, in respect of a Merger Company, Duxton Farms, to the extent it holds shares in the Merger Company.

FIRB means Australia's Foreign Investment Review Board.

Government Agencies means any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state.

Grant Thornton means Grant Thornton Corporate Finance Pty Ltd ABN 59 003 265 987 ACN 003 256 987 a subsidiary or related entity of Grant Thornton Australia Ltd ABN 41 127 556 389, holder of Australian Financial Services Licence No. 247140.

GST means Australian goods and services tax.

Headcount Test has the meaning given in section 1.1 of this Scheme Book.

Implementation means the implementation of the Scheme of a Merger Company, being the transfer of the Scheme Shares in that Merger Company to Duxton Farms and the provision of the Scheme Consideration to the Scheme Shareholders of that Merger Company. A reference to **Implement**, **Implemented**, **Implementing**, or **Implementation** of the Scheme and/or Merger has a corresponding meaning.

Implementation Date means the date which is five Business Days after the Scheme Record Date or such other date that Duxton Farms and Duxton Orchards agree in writing. The Implementation Date is currently expected to be Thursday, 30 October 2025.

Independent Expert means Leadenhall Corporate Advisory Pty Ltd ACN 114 534 619.

Independent Expert's Report means the report of the Independent Expert Duxton Orchards set out in Annexure A.

Ineligible Foreign Shareholder means a Duxton Orchards Scheme Shareholder whose address shown in the Duxton Orchards Merger Company Share Register on the Scheme Record Date is a place outside a Permitted Jurisdiction and to whom Duxton Farms (acting reasonably and after obtaining written advice from its legal advisers) determines it would be unlawful, unduly onerous or impracticable or give rise to a breach of any applicable law or regulation to issue Duxton Farms Shares when the Duxton Orchards Scheme becomes Effective.

Investigating Accountant means Grant Thornton Corporate Finance Pty Ltd ACN 003 265 987.

Investigating Accountant's Report means the report of the Investigating Accountant contained in Annexure B.

Last Practicable Date means 1 September 2025.

Listing Rules means the official listing rules of the ASX.

Merged Group means the group comprising of the combination of the Duxton Farms Group and all or certain of, the Merger Companies following Implementation of the Merger.

Merged Group Unaudited Pro Forma Historical Consolidated Financial Information means the pro forma historical financial information of the Merged Group contained in section 10.10.

Merged Group Unaudited Pro Forma Historical Consolidated Income Statement means the pro forma historical consolidated income statements of the Merged Group contained in section 10.10(e).

Merged Group Unaudited Pro Forma Historical Statement of Financial Position means the pro forma historical consolidated statement of financial position of the Merged Group contained in section 10.10(g).

Merged Group Unaudited Pro Forma Historical Statement of Cash Flows means the pro forma historical consolidated statement of cash flows of the Merged Group contained in section 10.10(i).

Merger means the proposed acquisition by Duxton Farms of all of the shares it does not already own in a Successful Combination of the Merger Companies, by means of the relevant Schemes and the acquisitions of ordinary shares under the relevant Ordinary Share SPAs.

Merger Company means each of Duxton Orchards, Duxton Bees, Duxton Dried Fruits, and Duxton Walnuts, and together mean the **Merger Companies**.

Merger Company Director means a director of a Merger Company.

Merger Company Group means, in respect of a Merger Company, the group comprising the Merger Company and its subsidiaries (if any).

Merger Companies Historical Profit and Loss Statements means the historical profit and loss statements of each Merger Company contained in sections 5.11(c), 6.11(c), 7.11(c) and 8.11(c).

Merger Companies Historical Statements of Cash Flow means the historical statements of cash flow of each Merger Company contained in sections 5.11(b), 6.11(b), 7.11(b) and 8.11(b).

Merger Companies Historical Statements of Financial Position means the historical statements of financial position of each Merger Company contained in sections 5.11(d), 6.11(d), 7.11(d) and 8.11(d).

Merger Company Information means, in respect of a Merger Company, all information included in the Scheme Book for the purposes of its relevant Scheme (including information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to its Merger Company Group), excluding:

- (a) the Duxton Farms Information;
- (b) the Merger Company Information of each other Merger Company; and
- (c) the Independent Expert's Reports (except that information will not be excluded from its Merger Company Information to the extent that the Merger Company provided information in writing to the Independent Expert for the purposes of preparing its Independent Expert's Report).

Merger Company Share Register means, in respect of a Merger Company, the register of shareholders maintained by or on behalf of the Merger Company in accordance with section 168(1) of the Corporations Act.

Merger Company Shares, in respect of a Merger Company, means preference shares in the capital of that Merger Company.

Merger Company Shareholders means:

- (a) in respect of Duxton Orchards, the Duxton Orchards Shareholders;
- (b) in respect of Duxton Bees, the Duxton Bees Shareholders;
- (c) in respect of Duxton Dried Fruits, the Duxton Dried Fruits Shareholders; and
- (d) in respect of Duxton Walnuts, the Duxton Walnuts Shareholders.

Merger Company Sub-committee means, in respect of a Merger Company, the sub-committee of the Merger Company Directors established pursuant to the Conflicts Policy to consider the Merger.

Notice of Scheme Meeting means the notice of meeting in respect of the Scheme Meeting contained in Annexure F.

Ordinary Share SPAs means the share purchase agreements dated 26 June 2025 pursuant to which ordinary shares in each Merger Company (held by Duxton Capital Investments) will be acquired by Duxton Farms contemporaneously with Implementation of the Scheme relevant to the Merger Company.

Other Merger Companies means each of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts.

Permitted Jurisdiction means Australia, New Zealand, Switzerland, Singapore, Hong Kong, United Kingdom and Luxembourg.

PKF means PKF Adelaide ABN 17 661 180 227.

Portfolio Net Asset Value means the total assets of Duxton Farms less the total liabilities of Duxton Farms excluding provisions for tax payable and performance fee, as based on Duxton Farms' audited accounts or latest management accounts (as the case may be).

Proxy Form means the proxy and voting form accompanying this Scheme Book.

Related Bodies Corporate has the meaning given in the Corporations Act.

Relevant Holder means a licensed trustee, custodian or nominee holding Small Beneficial Holder Shares on bare trust for a person.

Relevant Interest has the meaning given in the Corporations Act.

Requisite Majorities means in relation to the Scheme Resolution:

- (a) a majority in number (more than 50%) of Duxton Orchards Shareholders and voting at the Scheme Meeting (either in person or by proxy, attorney or, in the case of corporate shareholders, by corporate representative); and
- (b) at least 75% of the total number of votes cast on the Scheme Resolution by the Duxton Orchards Shareholders who are present and voting either in person or by proxy, attorney or, in the case of corporate shareholders, by corporate representative.

Responsibility Statement means the subsection in this Scheme Book entitled "Responsibility Statement" as set out in the section entitled "Important Notices".

RM Placement means the issue of approximately 2,000,000 Duxton Farms Shares to Richard Magides (or his nominees) as part of the Duxton Farms Placement, subject to the receipt of Duxton Farms Shareholder approval.

Sale Agent means the sale agent appointed by Duxton Farms in accordance with the terms of the Duxton Orchards Scheme.

Scheme means:

- (a) in respect of Duxton Orchards, the Duxton Orchards Scheme;
- (b) in respect of Duxton Bees, the Duxton Bees Scheme;
- (c) in respect of Duxton Dried Fruits, the Duxton Dried Fruits Scheme; and
- (d) in respect of Duxton Walnuts, the Duxton Walnuts Scheme,

and **Schemes** means all of them.

Scheme Consideration means, in respect of a Merger Company, the consideration payable by Duxton Farms to the Scheme Shareholders of the Merger Company pursuant to its respective Scheme, being, in the case of Duxton Orchards, the consideration specified in section 4.2(a) of this Scheme Book entitled “What is the Scheme Consideration?” to be provided by Duxton Farms to each Duxton Orchards Scheme Shareholder for the transfer of each Duxton Orchards Scheme Share.

Scheme Implementation Agreement means the scheme implementation agreement dated 26 June 2025 between Duxton Orchards and Duxton Farms relating to the implementation of the Duxton Orchards Scheme, as contained in Annexure C of this Scheme Book.

Scheme Meeting means the meeting of Duxton Orchards Shareholders ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act in relation to the Duxton Orchards Scheme, and includes any meeting convened following any adjournment or postponement of that meeting.

Scheme Record Date means 5:00pm on the date which is two Business Days after the Duxton Orchards Effective Date or such other time and date agreed in writing between Duxton Farms and Duxton Orchards

Scheme Resolution means the resolution by Duxton Orchards Shareholders required to approve the Duxton Orchards Scheme.

Scheme Scrip Ratio means:

- (a) in respect of Duxton Orchards, 0.043 Duxton Farms Shares for each Duxton Orchards Scheme Share;
- (b) in respect of Duxton Bees, 0.839 Duxton Farms Shares for each Duxton Bees Scheme Share;
- (c) in respect of Duxton Dried Fruits, 0.729 Duxton Farms Shares for each Duxton Dried Fruits Scheme Share; and
- (d) in respect of Duxton Walnuts, 1.471 Duxton Farms Shares for each Duxton Walnuts Scheme Share.

Scheme Share Price means the implied price of \$0.05 per Duxton Orchards Scheme Share,

Scheme Shares means, in respect of each Merger Company, the Merger Company Shares on issue in that Merger Company on the Scheme Record Date.

Scheme Shareholders means, in respect of each Merger Company, the holders of Scheme Shares in that Merger Company as at the Scheme Record Date (other than the Excluded Shareholder).

Scrip Consideration means, in respect of a Merger Company, the scrip component comprising part of the Scheme Consideration payable by Duxton Farms to the Scheme Shareholders of the Merger Company pursuant to its respective Scheme, being, in the case of Duxton Orchards, subject to section 4.7 of this Scheme Book entitled "Fractional Entitlements", such number of Duxton Farms Shares for each Duxton Orchards Scheme Share held by a Duxton Orchards Scheme Shareholder equal to (whichever is applicable):

- (a) the Default Scrip Consideration; or
- (b) the Election Scrip Consideration.

Second Court Date means the first day of the hearing of the application made to the Court for orders under section 411(4)(b) and 411(12) of the Corporations Act approving the Schemes of a Successful Combination of Merger Companies or, if the hearing of such application is adjourned for any reason, means the first date of the adjourned hearing, with such hearing being the **Second Court Hearing**.

Security Interest has the meaning given in sections 12(1) or 12(2) of *the Personal Property Securities Act 2009* (Cth).

Small Beneficial Holder Shares means Duxton Farms Shares issued by Duxton Farms pursuant to a Scheme to a Relevant Holder that are, upon issue, held on bare trust for a person who would have been issued less than 200,000 Duxton Farms Shares in their name pursuant to the Scheme, if that person were issued those Duxton Farms Shares (together with any other Duxton Farms Shares issued to another professional nominee or custodian on bare trust for the person in their name).

Successful Combination means one of the following combinations of Merger Companies:

- (a) all Merger Companies; and
- (b) Duxton Bees, Duxton Dried Fruits and Duxton Walnuts.

Superior Proposal means a bona fide Alternative Proposal, not resulting from a breach by Duxton Orchards of any of its obligations under clause 8 of the Scheme Implementation Agreement, which the Duxton Orchards Board, acting in good faith and in order to satisfy what the board considers to be its fiduciary and statutory duties, and after receiving written advice from its legal and financial advisers, unanimously determines:

- (a) is reasonably capable of being valued and completed substantially in accordance with its terms by the End Date; and
- (b) would, if completed substantially in accordance with its terms, result in a transaction that is more favourable to shareholders in Duxton Orchards (taken as a whole) than the transaction implemented by the Duxton Orchards Scheme (as the transaction may be amended or varied following the application of the matching right set out in clause 8.6 of the Scheme Implementation Agreement),

taking into account (as a whole) all aspects of the Alternative Proposal and the transaction implemented by the Duxton Orchards Scheme (as the transaction may be amended or varied following the application of the matching right set out in clause 8.6 in the Scheme Implementation Agreement), including the consideration (including the value, nature, liquidity and attractiveness of any scrip based consideration), conditions, the identity, reputation and financial condition of the person making the Alternative Proposal, and all relevant legal, regulatory and financial matters, certainty and any other matters affecting the probability of the relevant Alternative Proposal being completed in accordance with its terms.

14.2 Interpretation

In this Scheme Book (other than the Annexures):

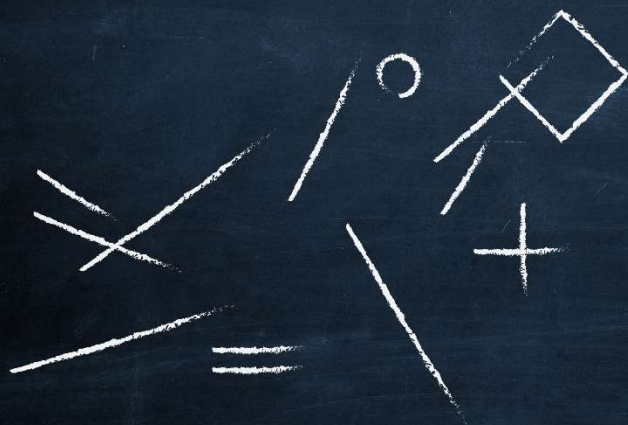
- (a) except as otherwise provided, all words and phrases used in this Scheme Book have the meanings (if any) given to them by the Corporations Act
- (b) headings are for ease of reference only and will not affect the interpretation of this Scheme Book;
- (c) words importing a gender include any gender;
- (d) words importing the singular, where the context requires, include the plural and vice versa;
- (e) a reference to a person includes a reference to a company, corporation, partnership, joint venture, association or other body corporate and vice versa;
- (f) a reference to a section or Annexure is to a section in or Annexure to this Scheme Book, unless otherwise stated;
- (g) a reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or bylaws amending, varying consolidation or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under the statute;
- (h) a reference to time is a reference to time in Adelaide, Australia, unless otherwise stated; and
- (i) a reference to dollar, \$, cents and currency is a reference to the lawful currency of the Commonwealth of Australia.

Annexure A – Duxton Orchards Independent Expert's Report

DUXTON ORCHARDS PTY LTD

ACQUISITION OF PREFERENCE SHARES BY DUXTON FARMS LIMITED

INDEPENDENT EXPERT'S REPORT AND FINANCIAL SERVICES GUIDE
28 AUGUST 2025



28 August 2025

The Independent Director
Duxton Orchards Pty Ltd
7 Pomona Road
Stirling SA 5152

Dear Directors,

Independent Expert's Report for Duxton Orchards Pty Ltd

1. Introduction

Duxton Orchards Pty Ltd ("**Duxton Orchards**") is an unlisted Australian proprietary company that is engaged in the cultivation, harvesting and sale of apples.

Duxton Farms Ltd ("**Duxton Farms**") is an ASX-listed investment company that owns and operates a diverse portfolio of agricultural assets across New South Wales, Victoria and the Northern Territory. On 25 June 2025, Duxton Farms had a market capitalisation of approximately \$55.6 million.

On 26 June 2025, Duxton Orchards and Duxton Farms entered into a scheme implementation agreement for Duxton Farms to acquire all the issued preference shares in Duxton Orchards by way of a scheme of arrangement ("**Proposed Transaction**"). The agreed consideration for the acquisition of Duxton Orchards preference shares is 0.043 shares in Duxton Farms for each Duxton Orchards preference share. The owners of Duxton Orchards preference shares (collectively "**Preference Shareholders**") can elect to have up to 20% of the total consideration paid in cash. The quantum of any cash consideration is determined based on a Duxton Farms share price of \$1.25.

Separately, Duxton Farms has entered into a share purchase agreement to acquire all of the issued ordinary shares in Duxton Orchards.

The proposed acquisition of Duxton Orchards is part of a larger merger ("**Proposed Merger**") proposed by Duxton Farms which also includes the proposed acquisition of:

- ◆ Duxton Bees Pty Ltd ("**Duxton Bees**")
- ◆ Duxton Dried Fruits Pty Ltd ("**Duxton Dried Fruits**")
- ◆ Duxton Dairies (Cobram) Pty Ltd ("**Duxton Walnuts**")

The Proposed Transaction is contingent upon the acquisitions of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts being approved.

Further details of the Proposed Transaction are set out in Section 1 of our detailed report.

2. Purpose of the report

In order to assist Preference Shareholders evaluate the Proposed Transaction, the directors of Duxton Orchards have engaged Leadenhall Corporate Advisory Pty Ltd ("Leadenhall") to prepare an independent expert's report assessing whether the Proposed Transaction is in the best interests of Preference Shareholders. This report is to be included in the Scheme Book regarding the Proposed Transaction.

Further information regarding our scope and purpose is set out in Section 2 of our detailed report.

3. Basis of evaluation

In order to assess whether the Proposed Transaction is in the best interests of Preference Shareholders, we have:

- ◆ Assessed the fairness and reasonableness of the Proposed Transaction
- ◆ Assessed it as fair if the value of the consideration offered is greater than or equal to the value of a Duxton Orchards preference share on a control basis
- ◆ Assessed it as reasonable if it is fair, or despite not being fair, the advantages to Preference Shareholders outweigh the disadvantages
- ◆ Assessed the Proposed Transaction as being in the best interests of Preference Shareholders if it is either *fair and reasonable* or *not fair but reasonable*.

Further details of the basis of evaluation are provided in Section 2 of our detailed report.

4. The Proposed Transaction is fair

Assessed value of a Duxton Orchards preference share

We have assessed the market value of a Duxton Orchards preference share using a net assets method on a going concern basis. Based on our analysis, the assessed value of a Duxton Orchards preference share is \$nil. Our valuation is summarised in the following table:

Table 1: Assessed equity value of Duxton Orchards

\$'000	Low	High
Reported net liabilities as at 31 December 2024	1,862	1,862
Adjustments		
- Loxton orchard	(1,862)	(1,862)
- Permanent water entitlements	(29)	(29)
- Lease adjustment	1,571	1,571
- Net loss six months to June 2025	(1,814)	(1,814)
- Nangwarry adjustment	-	-
Calculated net liabilities	(271)	(271)
Assessed net asset value	nil	nil

Source: Leadenhall analysis

A brief overview of our valuation considerations is provided below:

- ◆ **Loxton orchard and permanent water entitlements:** we engaged an agricultural land valuation expert to provide an opinion on the current market value of the Loxton orchard and the permanent water entitlements owned by Duxton Orchards. The current value of the orchard and water entitlements are \$1.9 and \$0.03 million less than the respective book values. We have therefore adjusted the net asset balance by these amounts.
- ◆ **Lease adjustment:** the reported net asset balance includes a \$7.7 million right of use asset and \$9.3 million in lease liabilities in relation to the Nangwarry Orchard and the Monarto processing facility. Because Duxton Orchards pays a market rental for the Nangwarry Orchard and the Monarto sale and lease back transaction was effectively a financing transaction we have removed the impact of these balances from the net asset value.
- ◆ **Net loss six months to June 2025:** based on management accounts, we have estimated a net operating loss of \$1.8 million for the six months to June 2025.
- ◆ **Nangwarry adjustment:** as the Nangwarry lease was negotiated at arm's length there is no asset or liability associated with a favourable or unfavourable lease agreement. We also consider that there is no value attributable to the business operated at the Nangwarry orchard as it is consistently operated at a loss.

Further details of our valuation analysis are set out in Section 12 of our detailed report.

Assessed value of consideration

We have assessed the value of the scrip consideration to be \$1.00 to \$1.25 per Duxton Farms share. This assessment was primarily based on recent trading in Duxton Farms shares. We consider this provides the best indication of the value of the scrip consideration in the short term. The decision to hold Duxton Farms shares longer term is a separate decision to the assessment of the Proposed Transaction.

We cross checked this conclusion based on a comparison of the implied price to book value ratio of Duxton Farms after the Proposed Merger ("**Proposed Merged Entity**") to the price to book value ratios of comparable companies.

Preference Shareholders can elect to receive up to 20% of their consideration in cash. The quantum of any cash consideration is determined based on a Duxton Farms share price of \$1.25.

Based on this analysis, we have assessed the value of the consideration as set out in the table below.

Table 2: Assessed value of consideration

Component	100% Scrip		80% Scrip	
	Low	High	Low	High
Value of scrip consideration (\$)				
Value of a Duxton Farms share (\$)	1.00	1.25	1.00	1.25
Number of Duxton Farms share per Duxton Orchards preference share	0.043	0.043	0.043	0.043
% scrip consideration	100%	100%	80%	80%
Value of scrip consideration	0.04	0.05	0.03	0.04
Value of cash consideration (\$)				
Conversion price for cash consideration	1.25	1.25	1.25	1.25
Number of Duxton Farms share per Duxton Orchards preference share	0.043	0.043	0.043	0.043
% cash consideration	0%	0%	20%	20%
Value of cash consideration	-	-	0.01	0.01
Total value of consideration per Duxton Orchards share (\$)	0.04	0.05	0.05	0.05

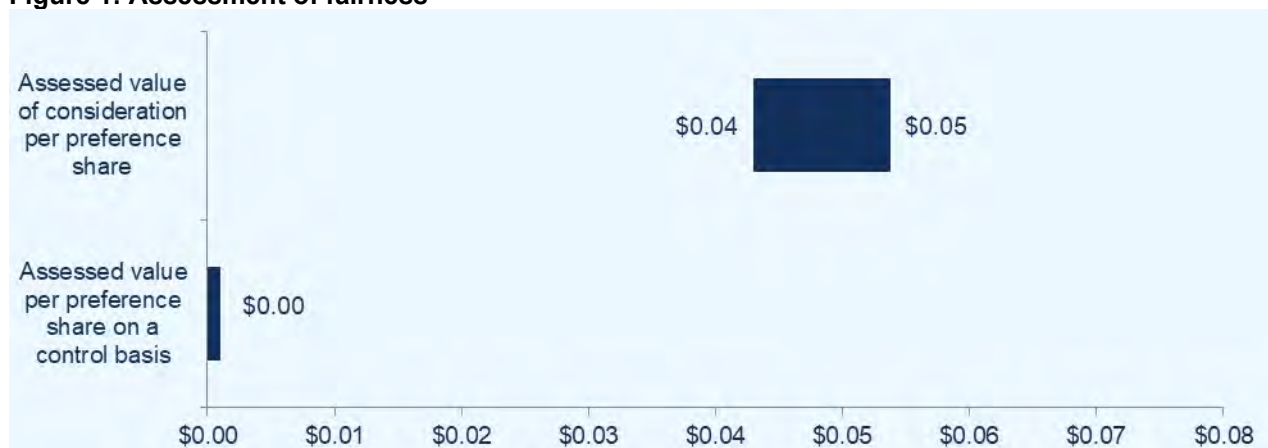
Source: Leadenhall analysis

Further information on our assessed value of the consideration is set out in Section 13 of our detailed report.

Comparison to consideration

We have assessed whether the Proposed Transaction is fair by comparing our assessed market value of a Duxton Orchards preference share (on a control basis) with the consideration offered. This comparison is set out in the table below.

Figure 1: Assessment of fairness



Source: Leadenhall analysis

Since the value of the consideration offered exceeds the assessed value of a Duxton Orchards preference share, the Proposed Transaction is fair.

5. The Proposed Transaction is reasonable

We have defined the Proposed Transaction as reasonable if it is fair, or if despite not being fair, the advantages to the Preference Shareholders outweigh the disadvantages. We have therefore considered the following advantages and disadvantages of the Proposed Transaction to Preference Shareholders.

Advantages

The main advantages of the Proposed Transaction are:

- ◆ **Increased scale and diversification:** the Proposed Merged entity is larger and more diversified than Duxton Farms or any of the individual targets before the Proposed Transaction. The increased scale and diversification could result in Duxton Farms shares trading at a lower discount to net tangible assets over the medium term, other things being equal.
- ◆ **Increased Liquidity:** currently Preference Shareholders have limited options to realise their investment. The scrip consideration will be more liquid than preference shares in Duxton Orchards, notwithstanding any escrow conditions which may limit short term liquidity for some Preference Shareholders.
- ◆ **Access to capital:** listed companies often have greater access to capital than private companies. To achieve forecast growth, it is likely that Duxton Orchards will require additional capital in the future.
- ◆ **Retained exposure to sector:** Preference Shareholders will retain exposure to the agricultural sector, albeit in a broader and more diversified agricultural business.
- ◆ **No superior offers:** at the time of writing this report we understand that an unrelated third party is conducting due diligence on the Duxton Orchards business. No alternative offer has been made. Should these circumstances change prior to the shareholders meeting convened to approve the Proposed Transaction, we will consider whether a supplementary report should be prepared.
- ◆ **Benefit of synergies:** Preference Shareholders will benefit from any increase in the Duxton Farms share price due to the realisation of synergies.

Disadvantages

The main disadvantages of the Proposed Transaction are:

- ◆ **Uncertainty of scrip consideration:** inherently, the value of scrip-based consideration is less certain than cash consideration and some Preference Shareholders may not wish to take on this risk.
- ◆ **Change of investment exposure:** some Preference Shareholders may have invested in Duxton Orchards because of specific attributes of the business. These investors may not wish to diversify their investment exposure by way of the Proposed Merger.
- ◆ **Tax leakage:** the Proposed Transaction may accelerate tax leakage for some Preference Shareholders that would otherwise be deferred.

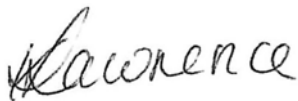
Conclusion on reasonableness

As the Proposed Transaction is fair, it is also reasonable. Further details of our consideration of the reasonableness of the Proposed Transaction are set out in Section 14.2 of our detailed report.

6. Opinion

As we have concluded that the Proposed Transaction is fair and reasonable to Preference Shareholders, it is also in their best interests.

Yours faithfully



Katy Lawrence
Director



Richard Norris
Director

*Note: All amounts stated in this report are in Australian dollars unless otherwise stated.
Tables in this report may not add due to rounding.*

LEADENHALL CORPORATE ADVISORY PTY LTD

ABN 11 114 534 619

Australian Financial Services Licence No: 293586

FINANCIAL SERVICES GUIDE

Leadenhall Corporate Advisory Pty Ltd ("**Leadenhall**" or "**we**" or "**us**" or "**our**" as appropriate) has been engaged to issue general financial product advice in the form of a report to be provided to you.

Financial Services Guide

In providing this report, we are required to issue this Financial Services Guide ("**FSG**") to retail clients. This FSG is designed to help you to make a decision as to how you might use this general financial product advice and to ensure that we comply with our obligations as a financial services licensee.

Financial Services We are Licensed to Provide

We hold Australian Financial Services Licence 293586 which authorises us to provide financial product advice in relation to securities (such as shares and debentures), managed investment schemes and derivatives.

We provide financial product advice by virtue of an engagement to issue a report in connection with a financial product. Our report will include a description of the circumstances of our engagement and the party who has engaged us. You will not have engaged us directly but will be provided with a copy of the report because of your connection to the matters in respect of which we have been engaged to report.

Any report we provide is provided on our own behalf as a financial service licensee authorised to provide the financial product advice contained in that report.

General Financial Product Advice

The advice produced in our report is general financial product advice, not personal financial product advice, because it has been prepared without taking into account your personal objectives, financial situation or needs. You should consider the appropriateness of this general advice having regard to your own objectives, financial situation and needs before you act on the advice. Where the advice relates to the acquisition or possible acquisition of a financial product, you should also obtain a product disclosure statement relating to the product and consider that statement before making any decision about whether to acquire the product.

Benefits that We May Receive

We charge fees for providing reports. These fees will be agreed with the person who engages us to provide the report. Fees will be agreed on either a fixed fee or time cost basis. Leadenhall is entitled to receive a fixed fee of \$35,588 (excl. GST) for preparing this report. This fee is not contingent upon the outcome of the Proposed Transaction.

Except for the fees referred to above, neither Leadenhall, nor any of its directors, consultants, employees or related entities, receive any pecuniary or other benefit, directly or indirectly, for or in connection with the provision of this report.

Remuneration or Other Benefits Received by our Employees, Directors and Consultants

All our employees receive a salary. Our employees are eligible for bonuses which are not based on the outcomes of any specific engagement or directly linked to the provision of this report. Our directors and consultants receive remuneration based on time spent on matters.

Independence

At the date of this report, Leadenhall and its related entities do not have, and have not had within the previous two years, any business or professional relationship with Duxton Orchards. In the previous two years we have provided limited scope valuation services to Duxton Capital (Australia) Pty Ltd for unit pricing purposes. This work did not involve Leadenhall participating in setting the terms of, or any negotiations leading to, the Proposed Transaction. We therefore consider ourselves to be independent for the purpose of this engagement, in accordance with *Regulatory Guide 112: Independence of Experts*.

Referrals

We do not pay commissions or provide any other benefits to any person for referring clients to us in connection with the reports that we are licensed to provide.

Complaints Resolution

As the holder of an Australian Financial Services Licence, we are required to have a system in place for handling complaints from persons to whom we have provided reports. All complaints must be in writing, to the following address:

Leadenhall Corporate Advisory Pty Ltd
GPO Box 1572
Adelaide SA 5001

Email: office@leadenhall.com.au

We will try to resolve your complaint quickly and fairly and will endeavour to settle the matter within 14 days from the time the matter is brought to our attention.

If you do not get a satisfactory outcome, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution services that are free to consumers and can be contacted as follows:

Website: www.afca.org.au

By post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Compensation Arrangements

Leadenhall holds professional indemnity insurance in relation to the services we provide. The insurance cover satisfies the compensation requirements of the Corporations Act 2001.

28 August 2025

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1 THE PROPOSED TRANSACTION

1.1 Background

Duxton Orchards is an unlisted Australian proprietary company that is engaged in the cultivation, harvesting and sale of apples. Further details of the operations of Duxton Orchards are provided in Section 8 of this report. Duxton Farms is an ASX listed company that owns and operates a diverse portfolio of agricultural assets across New South Wales, Victoria and the Northern Territory. Further details of the operations of Duxton Farms are provided in Section 9 of this report.

On 26 June 2025, Duxton Orchards entered into a scheme implementation agreement with Duxton Farms, under which Duxton Farms proposes to acquire all of the issued preference shares in Duxton Orchards by way of a scheme of arrangement. Separately, Duxton Farms has entered into a share purchase agreement to acquire all of the issued ordinary shares in Duxton Orchards.

The proposed acquisition of Duxton Orchards is part of a larger merger proposed by Duxton Farms which also includes the proposed acquisition of:

- ◆ Duxton Dried Fruits
- ◆ Duxton Bees
- ◆ Duxton Walnuts

Each of the entities subject to the merger proposal ("**Merger Entities**") have common directors with Duxton Farms and both Duxton Farms and the Merger Entities have each individually entered into an investment management agreement with Duxton Capital (Australia) Pty Ltd ("**Duxton Capital**").

1.2 Consideration

The agreed consideration for the acquisition of Duxton Orchards preference shares is 0.043 shares in Duxton Farms for each Duxton Orchards preference share. Duxton Orchards' preference shareholders can elect to have up to 20% of the total consideration paid in cash. The quantum of any cash consideration is determined based on a Duxton Farms share price of \$1.25. If the consideration formula results in an entitlement to a fraction of a Duxton Farms share or a fraction of a cent, the fractional entitlement will be:

- ◆ Where the entitlement is to half a cent or half a Duxton Farms share or more, rounded up to the nearest cent or whole number of Duxton Farms shares; and
- ◆ Where the entitlement is to less than half a cent or half a Duxton Farms share, rounded down to the nearest whole cent or whole number of Duxton Farms shares.

1.3 Conditions

For the Proposed Transaction to become effective, the following conditions need to be met:

- ◆ Preference Shareholder approval which requires both the majority by number of Preference Shareholders and 75% of the votes cast at the meeting held to consider the Proposed Transaction
- ◆ Approval by the Federal Court of Australia
- ◆ Approval by the shareholders of Duxton Farms
- ◆ The independent expert concluding (and continuing to conclude) that the Proposed Transaction is in the best interests of Preference Shareholders
- ◆ The schemes of arrangement with Duxton Dried Fruits, Duxton Bees and Duxton Walnuts also being approved by their respective preference shareholders, the Federal Court of Australia and the shareholders of Duxton Farms
- ◆ Various other customary conditions precedent (regulatory approvals, no adverse changes etc.). Further details on the conditions precedent are set out in Section 13.3(b) of the Scheme Book.

2 SCOPE

2.1 Purpose of the report

The Proposed Transaction is to be implemented by a scheme of arrangement under Section 411 of the Corporations Act 2001 ("**s411**"). Under s411 the scheme must be approved by shareholders as described in Section 1.

Part 3 of Schedule 8 of the Corporations Regulations 2001 (Cwlth) ("**Part 3**") prescribes the information to be provided to shareholders in relation to schemes of arrangement. Part 3 requires an independent expert's report stating whether a proposed scheme is in the best interests of shareholders of the company subject to the scheme if either:

- ◆ The other party to the scheme is entitled to more than 30% of the voting shares in the company which is subject to the scheme.
- ◆ A director of the corporation that is the other party to the scheme is also a director of the company that is the subject of the scheme.

As Mr Edouard Peter and Mr Stephen Duerden are directors of both Duxton Farms and Duxton Orchards, there is a requirement for an independent expert's report in relation to the Proposed Transaction.

2.2 Basis of evaluation

Introduction

There is no legal definition of the expression '*in the best interests*'. However, *Regulatory Guide 111: Content of Expert Reports* ("**RG111**") issued by ASIC provides guidance on its meaning. RG111.19 requires an expert to assess whether a scheme of arrangement involving a change of control is '*fair and reasonable*'. A transaction would be '*in the best interests*' of shareholders if it is either '*fair and reasonable*' or '*not fair but reasonable*'. As the Proposed Transaction is a control transaction, we have adopted this approach.

RG111 requires a separate assessment of whether a control transaction is '*fair*' and whether it is '*reasonable*'. We have therefore considered the concepts of '*fairness*' and '*reasonableness*' separately. The basis of assessment selected and the reasons for that basis are discussed below.

Fairness

In accordance with RG111.11, we have assessed the Proposed Transaction as fair if the consideration offered to Preference Shareholders is equal to, or greater than, the value of a Duxton Orchards preference share. The value of a Duxton Orchards preference share has been determined on a control basis (i.e. including a control premium). This is consistent with the requirement of RG111.11 that the comparison for a takeover must be made assuming a 100% interest in the target company.

We have assessed the values of a Duxton Orchards preference share and the consideration offered at market value, which is defined by the International Valuation Standards Council as:

The estimated amount for which an asset or a liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

While there is no explicit definition of value in RG111, this definition of market value is consistent with the basis of value described at RG111.11 and common market practice.

Special value is defined as the amount a specific purchaser is willing to pay in excess of market value. A specific purchaser may be willing to pay a premium over market value as a result of potential economies of scale, reduction in competition or other synergies they may enjoy arising from the acquisition of the asset. However, to the extent a pool of hypothetical purchasers could all achieve the same level of synergies the value of those synergies may be included in market value. Special value is typically not considered in forming an opinion on the market value of an asset. Our valuation of Duxton Orchards does not include any special value.

Reasonableness

In accordance with RG111, we have defined the Proposed Transaction as being reasonable if it is fair, or if, despite not being fair, Leadenhall believes that there are sufficient reasons for Preference Shareholders to vote for the proposal. We have therefore considered whether the advantages to Preference Shareholders of the Proposed Transaction outweigh the disadvantages. To assess the reasonableness of the Proposed Transaction we have considered the following significant factors recommended by RG111.13:

- ◆ Duxton Farms' pre-existing voting power in Duxton Orchards
- ◆ The size of existing shareholding blocks in Duxton Orchards
- ◆ The liquidity of the market in Duxton Orchards' shares
- ◆ Taxation losses, cash flow or other benefits through achieving 100% ownership of Duxton Orchards
- ◆ Any special value of Duxton Orchards to Duxton Farms
- ◆ The likely market price of Duxton Orchards preference shares if the Proposed Transaction is rejected
- ◆ The value of Duxton Orchards to an alternative bidder and the likelihood of an alternative offer.

We have also considered other significant advantages and disadvantages to Preference Shareholders of the Proposed Transaction.

2.3 Individual circumstances

We have evaluated the Proposed Transaction for Preference Shareholders as a whole. We have not considered its effect on the particular circumstances of individual investors. Due to their personal circumstances, individual investors may place a different emphasis on various aspects of the Proposed Transaction from the one adopted in this report. Accordingly, individuals may reach a different conclusion to ours on whether the Proposed Transaction is in their best interests. If in doubt investors should consult an independent financial adviser about the impact of the Proposed Transaction on their specific financial circumstances.

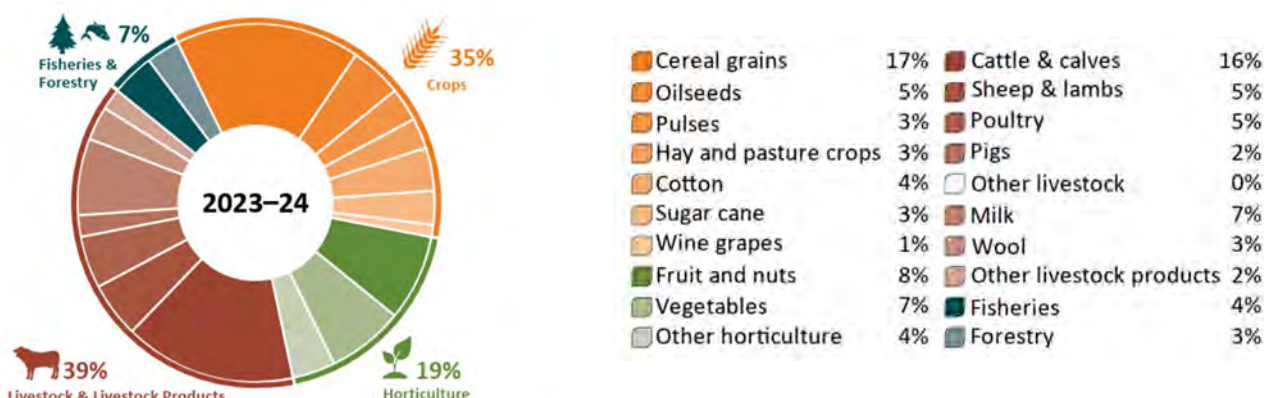
3 OVERVIEW OF AGRICULTURE IN AUSTRALIA

3.1 Introduction

As Duxton Orchards and Duxton Farms operate in various subsectors of the Australian agricultural industry, we have presented a high-level introduction to the Australian agricultural industry before presenting further detail on the sub-sectors in which they operate.

Agriculture is the use of natural resources to produce food, fibre, timber and foliage. It encompasses a wide range of activities including cultivating crops, raising livestock and forestry. Agriculture is a significant part of the Australian economy, contributing 10.8% of goods and service exports (\$71.5 billion) and 2.4% of GDP in FY24¹. It also plays an important role in employment, providing 5.9% of rural employment and 2.2% of national employment (315,600 people in FY24). The sector is known for its innovation, resilience and ability to produce high quality goods despite Australia's challenging climate. The figure below provides a breakdown of the value of agricultural production in Australia in FY24.

Figure 2: Value of production by commodity – FY24



Source: ABARES

3.2 Weather

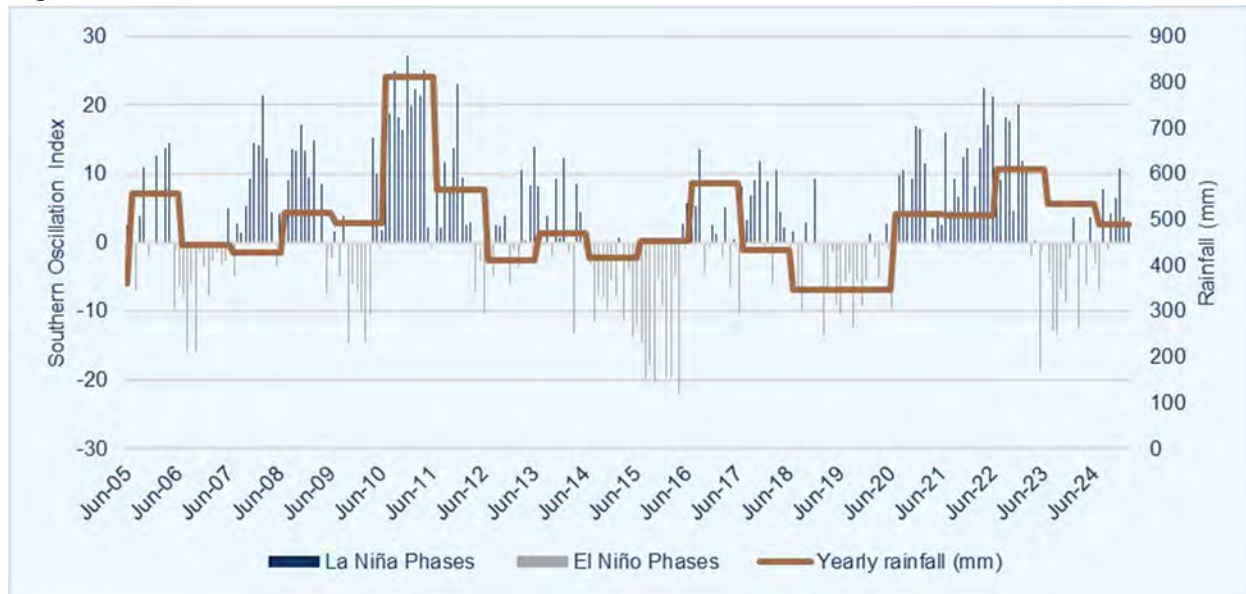
Most agricultural production in Australia is highly correlated to weather conditions, particularly rainfall levels. Yields for most cropping and livestock enterprise increase in periods of above average rainfall and decrease in periods of lower than average rainfall. In Australia, rainfall exhibits high volatility, largely driven by the El Niño Southern Oscillation (“**ENSO**”), a natural cycle characterised by irregular periodic variation in winds and sea surface temperatures over the tropical Pacific Ocean. ENSO includes two main phases:

- ◆ **El Niño:** This weather phase leads to above-average sea temperatures in the Pacific Ocean, resulting in warmer temperatures and reduced rainfall in Australia. El Niño events typically bring drier conditions, which can negatively impact agricultural production by reducing water availability and increasing the risk of drought.
- ◆ **La Niña:** In contrast, La Niña causes below-average sea temperatures in the Pacific Ocean, leading to wetter climate conditions in Australia. La Niña events often follow El Niño phases and bring increased rainfall, which can boost agricultural yields but also pose risks of disease.

Figure 3 below illustrates the relationship between ENSO patterns and rainfall over the past two decades.

¹ ABARES Insights, Issue 1, February 2025. Available at: https://daff.ent.sirsidynix.net.au/client/en_AU/search/asset/1036762/o

Figure 3: Historical ENSO and rainfall



Source: Bureau of Meteorology and IBISWorld

The most recent weather patterns driven by the ENSO cycle are summarised below:

- ◆ **Drought cycle (2017-18 to 2019-20):** prolonged drought conditions across much of Australia saw rainfall fall to its lowest levels since 1951-52. The period from June to December 2019 was the driest on record, contributing to extensive bushfires across the country.
- ◆ **La Niña events (2020-21 to 2022-23):** the Bureau of Meteorology reported a La Niña event in September 2020, leading to cooler and wetter conditions. This shift resulted in above-average rainfall in 2020-21, with a 48.1% increase over the previous year. High levels of rain persisted with November 2021 being the wettest on record and October 2022 being the second wettest. These conditions generally boosted crop yields and herd numbers but also caused destructive floods in some regions.
- ◆ More neutral conditions returned in 2023-24.

As of July 2025, the Bureau of Meteorology has stated that the ENSO remains neutral despite a brief period of a shift toward a La Niña-like state between December 2024 to February 2025. The Bureau of Meteorology predicts neutral ENSO until at least December 2025 which is consistent with all surveyed international models.

4 APPLE ORCHARD INDUSTRY

4.1 Apple orchard production areas and products

The apple orchard industry is a significant segment of Australia's horticultural sector. Apples are grown in every state across the country, with the major production areas being:

Table 3: Major apple production areas

State	Major production area(s)	% of total production
Victoria	Goulburn Valley, Yarra Valley and Mornington	45.6%
New South Wales	Batlow	13.7%
Queensland	Stanthorpe	10.5%
Tasmania	Huon Valley	10.4%
Western Australia	Donnybrook and Manjimup	10.2%
South Australia	Adelaide Hills	9.6%

Source: Hort Innovation

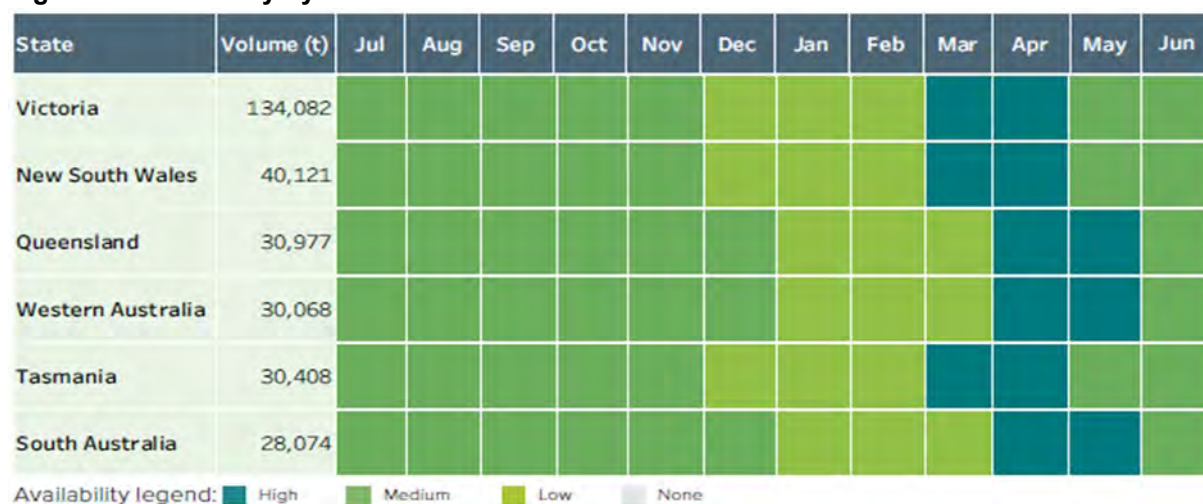
While there are several apple varieties grown in Australia, production is dominated by three main varieties:

- ◆ **Pink lady:** a green skinned apple with a pink to light red blush. Pink lady apples accounted for 41% of fresh production in 2024.
- ◆ **Gala:** a medium round apple, typically bright red. Gala apples accounted for 24% of fresh production in 2024.
- ◆ **Granny smith:** the most common green apple in Australia, accounting for 18% of fresh production in 2024².

4.2 Seasonality

Harvesting of apples typically occurs between February and May each year. However, year-round availability is made possible through the use of controlled atmosphere storage technology. The seasonality of apple harvesting is shown in Figure 4 below.

Figure 4: Seasonality by state – FY24



Source: Hort Innovation

² 2023/24 Australian Horticulture Statistics Handbook, Hort Innovation

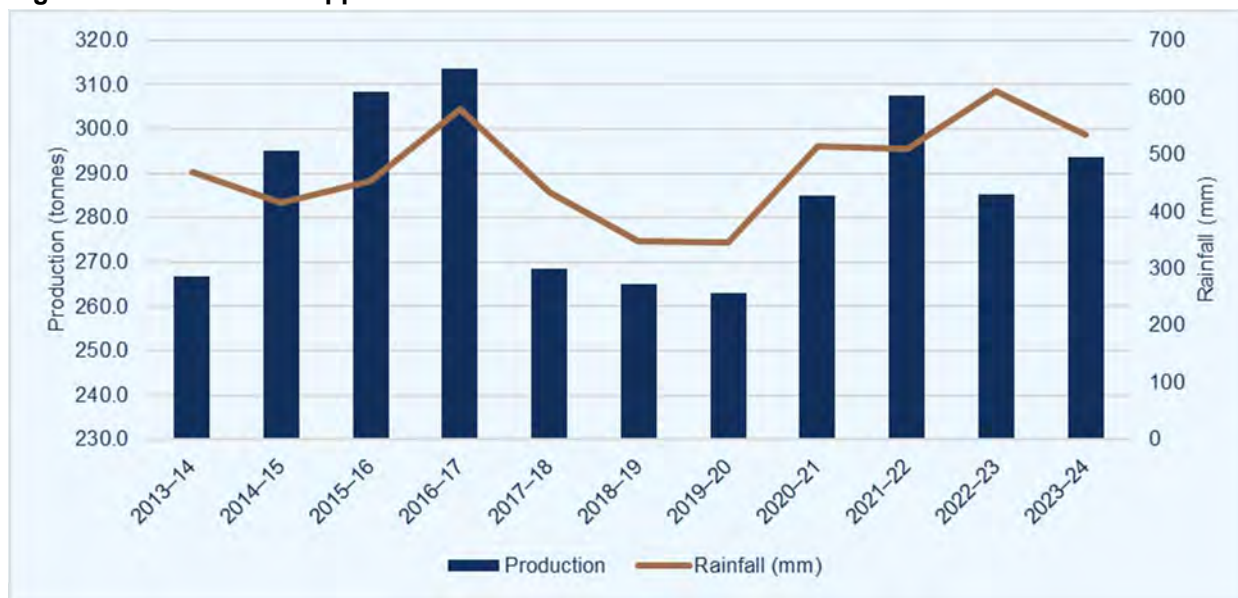
4.3 Industry drivers

Key drivers of industry performance are summarised below.

4.3.1 Weather

The apple orchard industry in Australia is significantly influenced by weather conditions which directly affect yield outcomes and overall industry performance. Figure 5 shows the relationship between the production of apples and the level of rainfall.

Figure 5: Production of apples in Australia and rainfall



Source: ABARES, IBISWorld

As shown in the figures above, the apple orchard industry in Australia has experienced significant impacts from recent weather patterns:

- ◆ Drought conditions between 2017-18 and 2019-20 severely impacted apple yields.
- ◆ The onset of a La Niña event in September 2020, lead to cooler and wetter conditions. This shift resulted in above-average rainfall in 2020-21, with a 48.1% increase over the previous year. High levels of rain persisted with November 2021 being the wettest on record and October 2022 being the second wettest. These conditions generally boosted apple yields but also caused destructive floods in some regions.
- ◆ Production volumes stabilised in 2023-24 with the onset of more neutral weather conditions.

4.3.2 Pricing

Fluctuating weather conditions and economic factors significantly influence the price of apples and other fruits. While favourable weather conditions can enhance output and stabilise prices, extreme weather events and economic pressures can lead to price volatility. Apples are considered to be a staple in most households whereby consumption is generally not impacted by economic conditions.

As shown in the table below, the average price of apples over the last ten years has been volatile largely due to extreme weather conditions. Despite a 57% increase in prices between 2018 and 2024, the percentage of households purchasing apples decreased marginally from 91% to 85% while annual per capita consumption reduced from 8.8kg to 7.4kg.

Table 4: Average price per tonne – apples

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Pricing										
Production (tonnes)	311,758	316,758	319,686	315,185	310,876	301,667	280,273	307,630	285,176	293,731
Production value (\$ million)	507	442	497	465	513	579	620	569	647	680
Average price (\$/tonne)	1,628	1,394	1,555	1,476	1,650	1,918	2,212	1,848	2,269	2,316

Source: Hort Innovation, Leadenhall analysis

Domestic horticulture prices are expected to decline marginally in 2024-25. This decrease is attributed to favourable growing conditions that are likely to boost domestic supply. Additionally, subdued demand due to cost of living pressures is expected to suppress prices as households adjust their spending patterns.

In 2025-26, prices for fruits and vegetables are expected to rise. This increase is forecast to result from improving demand, which is expected to more than offset the rising domestic supply. Factors contributing to this demand include rising real disposable incomes and a stronger outlook for consumer spending, supported by likely interest rate cuts.

Over the medium term, real average horticulture prices are projected to remain relatively steady. This stability will be supported by consistent domestic demand and population growth.

4.3.3 Input and wage costs

Input costs have ramped up in recent years for farmers, with the largest expenses coming from purchases of semi-mature trees, seeds, irrigation water, pesticides, herbicides and fertilisers. Irrigation costs have increased over the past few years due to stricter water extraction regulations in the Murray-Darling Basin. Meanwhile, supply chain disruptions stemming from the Russia-Ukraine conflict have increased transport costs and caused lasting input price hikes, especially for fertilisers.

Cost pressures have significantly eroded profit margins in the apple orchard industry. Nearly half of the farms are non-employing, owner-operated and family-run, resulting in lower wages as earnings are largely derived from profit. Most other farms employ seasonal labour depending on growing seasons.

4.3.4 Major supermarkets

Major supermarkets are reshaping market dynamics by bypassing wholesalers and sourcing directly from farms. This approach gives supermarkets greater control over pricing and logistics, allowing them to meet the growing consumer demand for fresher produce. While growers can benefit from stable supply contracts and access to larger markets through these direct agreements, the size of supermarkets gives them significant leverage in negotiations, which can sometimes result in unfavourable pricing for growers.

4.3.5 Technology and innovation

Precision growing techniques are enhancing efficiency and effectiveness for growers. Innovations in soil moisture monitoring and storage have minimised fruit wastage and improved product quality. Advanced technologies like variable rate irrigation, remote sensors and yield mapping are optimising irrigation and fertilisation. Additionally, improved pest and disease management services are helping growers consistently produce high-quality apples to meet market demands.

4.3.6 Regulatory environment

The regulatory environment for the industry encompasses several key areas:

- ◆ **Environmental and Food Safety Regulations:** Compliance with federal and state regulations on fertiliser and pesticide usage, water usage, wastewater generation and waste treatment. Quarantine restrictions apply to new rootstocks and fruit varieties developed overseas.
- ◆ **Competition and Consumer Act 2010:** Regulates interactions between growers and wholesalers to improve transparency in wholesale markets and protect against misleading practices, unconscionable conduct and anti-competitive behaviour.

- ◆ **Horticulture Code of Conduct:** Established to enhance transparency in grower-dealer relations, improve business practices in the wholesale sector and ensure the dissemination of information to producers. Wholesalers must prepare a term of trade document.
- ◆ **Modern Slavery Act:** Addresses issues of modern slavery within the industry, including allegations of mistreatment of foreign workers, underpayment, debt bondage and poor living and working conditions.

4.4 Competitive landscape

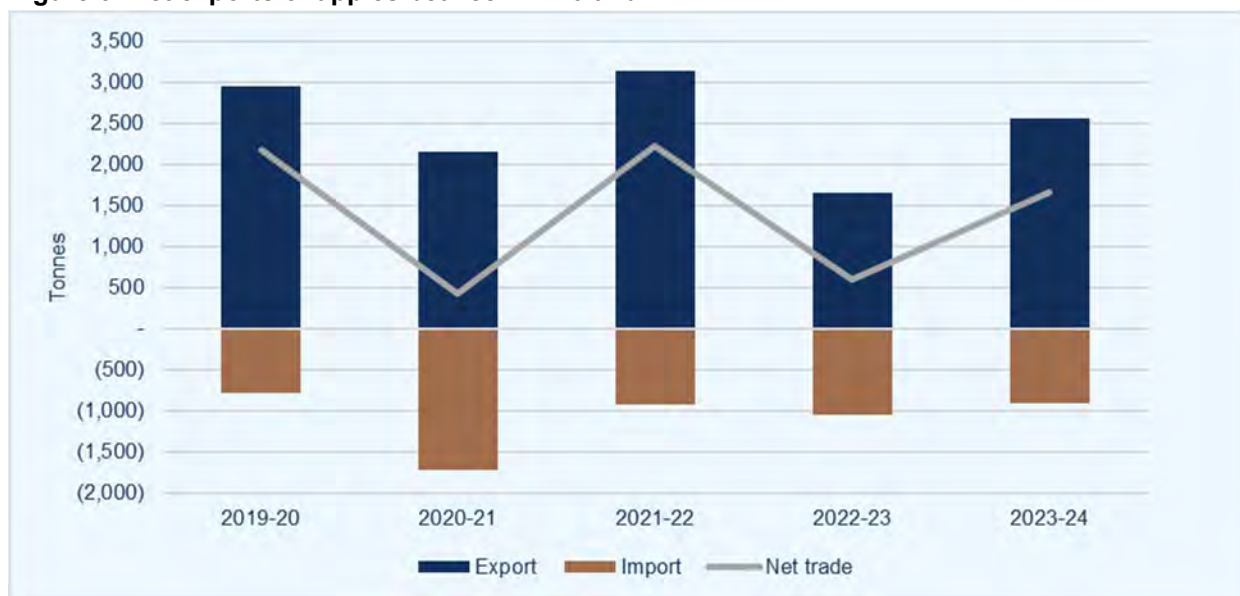
The apple orchard industry is highly fragmented throughout Australia, with no dominant producers. This is due to the industry's family-focused nature whereby farming is often viewed more as a lifestyle than a traditional business. Farmers face external competition from low-cost overseas producers and substitute health foods such as bananas, citrus and pears which provide healthy options for consumers and force growers to price their fruit affordably.

While farmers face external competition from low-cost overseas producers, Australia has traditionally been a net exporter of apples, exporting between 1,500 and 3,500 tonnes of apples per year³. Australian apple growers can face significant challenges in global markets including:

- ◆ Their inability to achieve economies of scale.
- ◆ The low market concentration in the industry, where no single grower holds a dominant market share, hinders the development of efficient international supply chains.
- ◆ Sensitivity to fluctuations in the Australian dollar, which impacts domestic and export demand.

The imports and exports of apples over the last five financial years are shown in the figure below.

Figure 6: Net exports of apples between FY20 and FY24



Source: Hort Innovation

Note: imports are counted as negative tonnes

The increase in apple imports into Australia in 2020-21 was primarily driven by imports from China which grew from 786 tonnes in 2019-20 to 1,727 tonnes in 2020-21. Imports from China normalised in 2021-22 to 925 tonnes.

³ 2023/24 Australian Horticulture Statistics Handbook, Hort Innovation

The top five importers of Australian apples make up approximately 74% of total exports. These countries are:

- ◆ Papua New Guinea – 28.5%
- ◆ Hong Kong – 24.1%
- ◆ Thailand – 12.3%
- ◆ Singapore – 5.5%
- ◆ Malaysia – 3.4%⁴.

4.5 Outlook

The outlook for the apple orchard industry in Australia is steady with low growth in production (of 1%) forecast in FY25 and FY26⁵. While weather patterns, particularly the ENSO cycle, may impact production, the adoption of precision growing techniques and improved pest management will enhance productivity and product quality. Rising input costs and economic pressures may challenge profit margins, however direct sourcing by major supermarkets offers opportunities for some security with respect to its contracts as well as market access. Overall, the industry is expected to maintain stability, supported by innovation in farming practices and steady demand.

⁴ 2023/24 Australian Horticulture Statistics Handbook, Hort Innovation

⁵ 'Agricultural commodities: March Quarter 2025', ABARES

5 GRAIN GROWING INDUSTRY IN AUSTRALIA

5.1 Overview

Australia is a key global exporter of grain commodities including wheat and barley. Wheat is milled to make flour which is the main ingredient in popular foods such as bread and pasta. Barley is primarily used as livestock feed and malted barley (barley that has been allowed to germinate) is a key ingredient in beer production. Other grains grown in Australia include sorghum, oats, maize and triticale. Australia is the largest global exporter of barley and the second largest global exporter of wheat. The main producing states are Western Australia, New South Wales, South Australia and Victoria.

5.2 Production cycle

Wheat and barley are winter crops. In the northern region of Australia (north of Dubbo in New South Wales and into central and southern Queensland), the winter harvest is planted between March and July and harvested between September and December. The southern grain growing region extends south of Dubbo in central New South Wales to Victoria, Tasmania, South Australia and into the southwest corner of Western Australia. Often likened to a typical Mediterranean climate with dry summers and winter rainfall, the southern region's winter planting season starts in May and continues until late July. Winter crop harvesting in the southern regions begins in late October and extends until January.

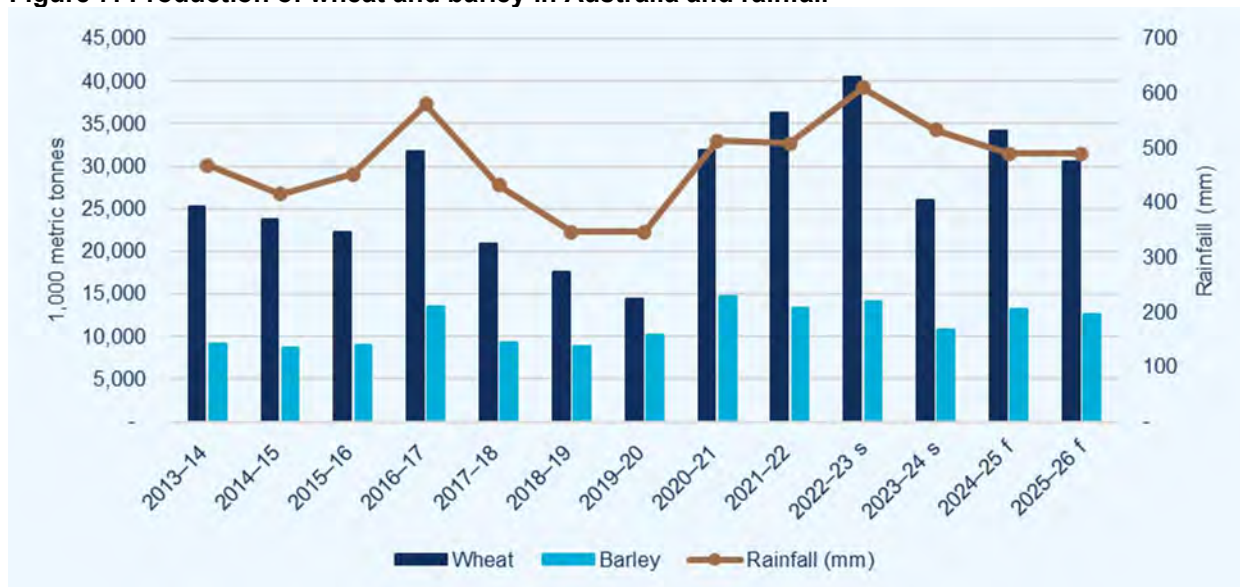
5.3 Industry drivers

5.3.1 Weather

Grain yields are impacted by volatile weather conditions. As global warming increases the rate of extreme weather events grain production is likely to become more volatile. Changes in production volumes due to weather conditions impact pricing such that increased production typically results in decreased prices and vice versa. Thus, volumes can be more volatile than farm gate revenues.

Figure 7 shows the relationship between the production of wheat and barley and the level of rainfall.

Figure 7: Production of wheat and barley in Australia and rainfall



Source: USDA Foreign Agricultural Service, ABARES and IBISWorld

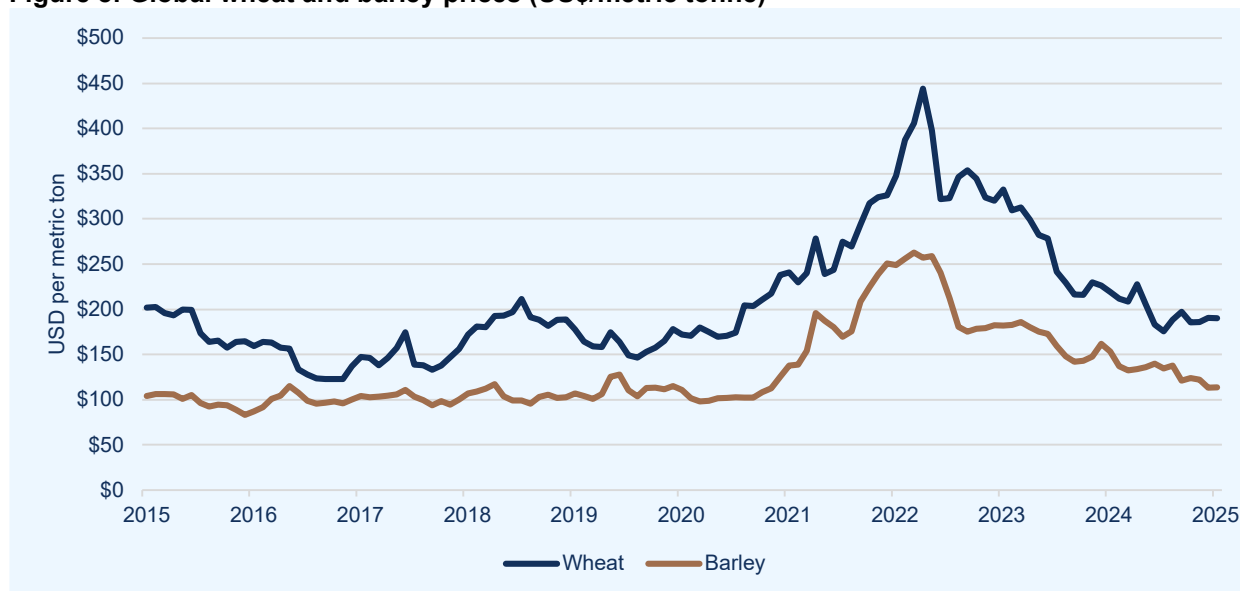
5.3.2 Global demand

Grains such as wheat and barley are global commodities. Global demand for grain is projected to increase over the five years to FY30, due largely to population growth and rising per capita incomes in emerging economies. In addition, as one of the key markets for grain is livestock feed, increasing meat consumption will add further demand pressure.

5.3.3 Geopolitical factors

Grain pricing is susceptible to geopolitical shocks. In recent years grain prices have skyrocketed due to the conflict between Russia and Ukraine. Both countries are top ten exporters of grains including wheat and barley. The conflict has severely impacted yield in Ukraine, whilst sanctions against Russia resulted in countries looking to other nations to support their grain import requirements. The impact on global wheat and barley prices is evidenced in the figure below.

Figure 8: Global wheat and barley prices (US\$/metric tonne)



Source: International Monetary Fund via FRED

Between 2015 and December 2020, wheat predominately traded between US\$150 and \$US200 per metric ton with an average price of US\$168 whilst barley traded at around \$100 per metric ton with an average price of US\$103. In 2021, military tensions between Russia and Ukraine escalated. Wheat and barley prices spiked at \$US444 per metric ton and \$US263 per metric ton in May 2022 and April 2022 respectively, immediately after Russia's invasion of Ukraine. Since July 2024, wheat prices have been under US\$200 per metric ton whilst barley prices fell to US\$113 per metric ton in January and February 2025.

In addition to the Russia-Ukraine conflict, in 2020 China imposed an 80% tariff on Australian barley which effectively ended trade between the two nations. The tariff was subsequently removed in August 2023. During the intervening period, Australia exported greater volumes to Saudi Arabia and South America to fill the gap. The current geopolitical climate has seen an increase in announced tariffs on international trade including impacting grain products.

5.3.4 Input costs

Industrywide profitability has fallen over the past five years due to a rise in purchase costs. Fertiliser and crop chemicals are grain growers' primary inputs, and these prices surged following the outbreak of the Russia-Ukraine conflict. As Russia is a major producer of crude oil (chemical and fertiliser input) and fertiliser, sanctions and restrictions on Russia drove increases in input costs. Some of the impact of higher input costs has been offset by higher prices and robust yields. However, yields and prices are forecast to fall at a greater rate than input costs in the short to medium term putting increasing pressure on industry profitability.

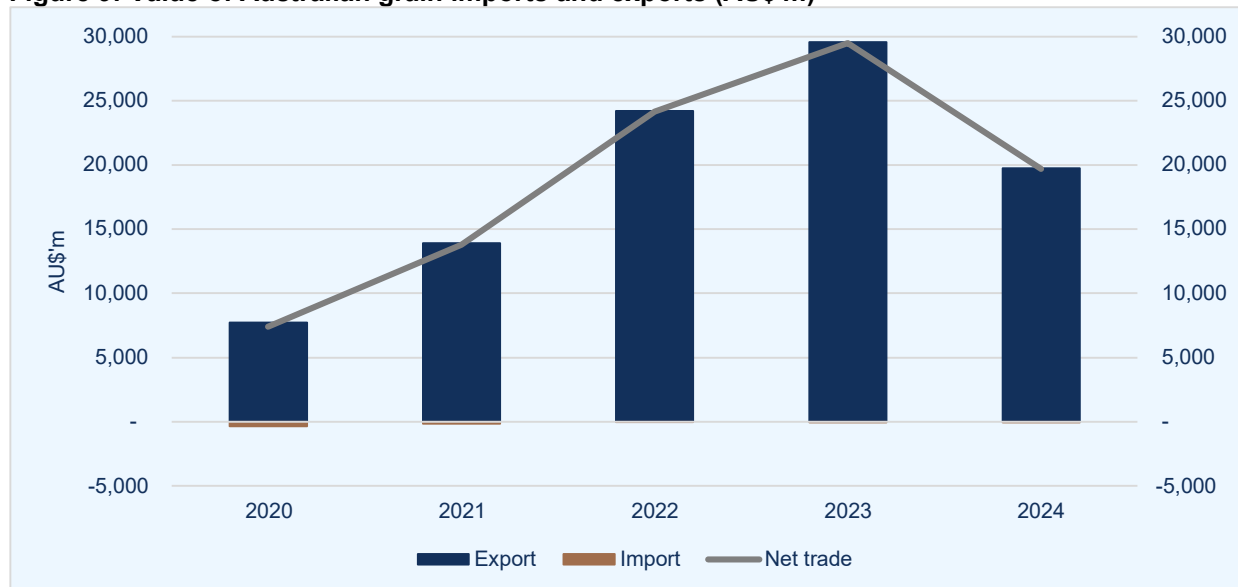
5.3.5 Innovation

As weather conditions globally are becoming more volatile and unpredictable, the industry is investing in developing genetically modified seeds that can improve disease resistance and help farmers become more water-efficient. Currently, canola and safflower are the only approved crops where genetically modified seeds can be used. Grain farmers have begun producing genetically modified canola in New South Wales, Victoria and Western Australia. However, the transition to genetically modified crops will take time. Tasmania extended its moratorium on genetically modified crops for ten years in August 2019, while South Australia lifted its ban to allow genetically modified food crops in April 2020, with the exception of Kangaroo Island.

5.3.6 Domestic demand and export

As set out in the figures below, Australia is a net exporter of both barley and wheat. While Australia accounts for a reasonably small percentage of global production, its relatively small population and domestic consumption means that it is one of the top exporting nations for both wheat and grain, accounting for approximately 15% and 21% of all global exports in FY23 respectively.

Figure 9: Value of Australian grain imports and exports (AU\$m)



Source: IBISWorld

5.4 Outlook

Grain growers' performance is usually cyclical. Production declines prompt price spikes, which encourage farmers to increase planting to reap the benefits from higher prices. When production rises, prices fall in the next season (other things being equal). For example, high rainfall in 2020-21 contributed to a spike in production, reducing domestic grain prices. A long-term rise in global demand for grains used for livestock feed, biofuels and human consumption has exacerbated this trend. Record output over the three years through 2022-23 coincided with surging global grain prices, expanding grain growers' profitability. However, grain prices have dropped over the two years through 2024-25, dragging down profitability.

Weather conditions will continue affecting the industry's performance going forward. The industry's greatest growth prospect is in emerging Asian economies, where rising per capita income and changing dietary habits will likely boost demand for grains. Growing meat consumption in Asia is forecast to cause livestock industries to expand, driving demand for feed grains. Rising overseas demand and climbing wheat prices are projected to support export revenue. Overall, industry revenue is forecast to climb at an annualised 2.2% over the five years through 2029-30, to \$21.4 billion⁶.

⁶ IBISWorld

6 COTTON GROWING IN AUSTRALIA

6.1 Overview

Australian cotton is mainly grown in New South Wales and Queensland by up to 15,000 farmers, predominantly on family-owned farms. The industry produces on average around one million tonnes of raw cotton fibre each year⁷. Australia produces high quality cotton that receives a premium price in international markets. Australian farmers and industry bodies have invested heavily in innovation that has resulted in one of the most water efficient cotton industries in the world. Water use productivity by Australian cotton growers improved by 52% between 1997 and 2022⁸.

Australia is one of the top five global cotton exporting nations, representing 3% to 5%⁹ of global production and 13% of global exports in FY24¹⁰. The major buyers of Australian cotton are currently Vietnam, China, Bangladesh, India, Indonesia, Türkiye and Thailand.

6.2 Production cycle

Australia's cotton growing season lasts approximately six months, the season starts between August and November (soil preparation and planting) and ends between March and June (picking). Flower buds develop several weeks after the plant starts to grow, with flowers appearing a few weeks later. The flowers then drop, leaving a ripening seed pod that becomes the cotton boll (the fruit) after pollination. The plant also produces seeds that are contained in small capsules surrounded by fibre in the cotton bolls. Each cotton boll usually contains 27-45 seeds, and attached to each seed is between 10,000 and 20,000 tiny fibres. When mature, the crop is picked and ginned, a process that separates the cotton fibre (or lint) from the seed. Cotton lint makes up about 42% of the picked cotton by weight and contributes about 85% of the total income from a cotton crop¹¹. The other 15% of income comes from cotton seed¹².

6.3 Key drivers

6.3.1 Weather

The cotton growing industry experiences significant annual volatility due to water availability and erratic weather, which influence participation, acreage (land allocated to cotton farming) and revenue. Water scarcity forces farmers to reduce cotton cultivation and shift to more lucrative crops suited to the prevailing conditions.

The correlation between cotton crops and rainfall is depicted in the figure below.

⁷ Australian Cotton, <https://australiancotton.com.au/industry-snapshot>

⁸ Cotton Australia <https://cottonaustralia.com.au/industry-overview>

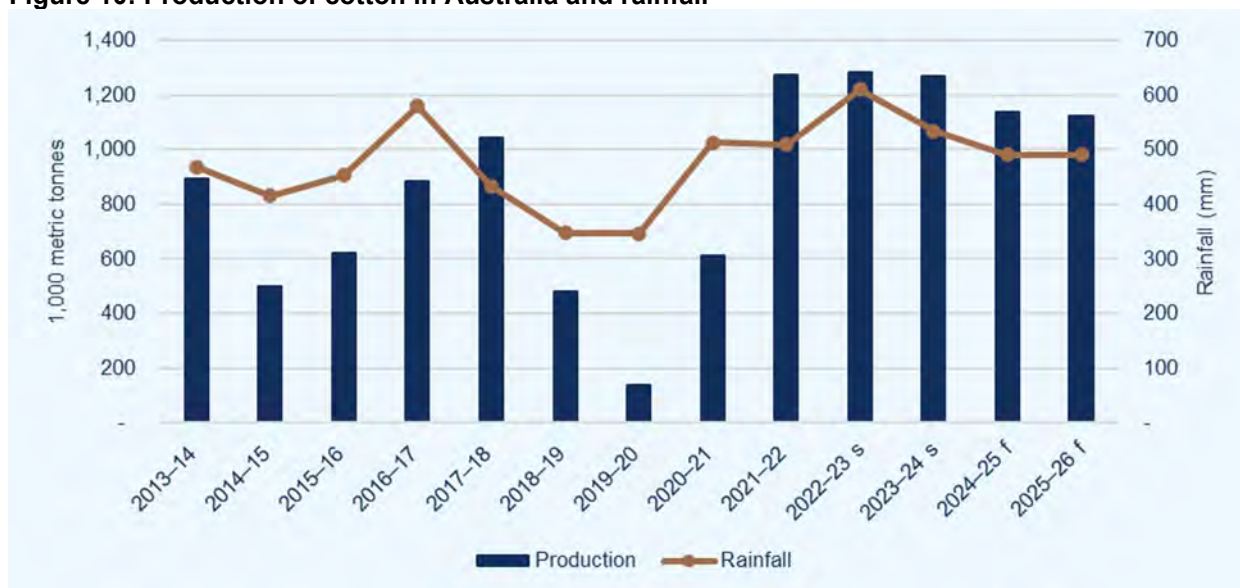
⁹ Australian Cotton, <https://australiancotton.com.au/industry-snapshot>

¹⁰ ABARES

¹¹ Cotton Australia <https://cottonaustralia.com.au/the-cotton-plant>

¹² Cotton Australia <https://cottonaustralia.com.au/the-cotton-plant>

Figure 10: Production of cotton in Australia and rainfall



Source: USDA Foreign Agricultural Service, ABARES and IBISWorld

6.3.2 Global fashion trends

Global fashion trends and the cost of synthetic fibres impact demand for cotton. Global population expansion and increasing per capita income, particularly in developing countries, has increased demand for cotton products. Demand for natural fibres for use in textile production has expanded markedly in recent years, sustained by a growing trend towards sustainable products. In addition, new developments in the textile industry have led to the increased usage of cotton in different products which has had a positive impact on demand.

6.3.3 Innovation

The mobilisation of innovative technologies and resources is vital to ensure that the cotton sector remains viable and becomes more resilient and sustainable. Innovations in biotechnology, including genetically modified seeds and advancements in precision agriculture have enhanced yields and reduced costs despite water restrictions from the Murray Darling Basin, a key source of water for the industry. Innovation in precision agriculture, soil reading technology and automated irrigation pumps with sensors have enhanced the industry efficiency and productivity. Water use has been made more efficient through earthworks, plastic lined irrigation channels and technology like moisture probes and drones for precise watering which is minimising waste. Innovation will need to continue to meet continuing challenges associated with long term water availability.

6.3.4 Regulatory environment

Cotton crops are among the largest consumers of irrigation water in agriculture, relying heavily on regulated licensing schemes for water access. As such industry revenue will remain volatile due to its dependence on weather conditions surrounding the Murray-Darling Basin. The Water Amendment (Restoring Our Rivers) Act 2023 (Cth), enacted in December 2023, aims to reform the Murray-Darling Basin and water markets. The Act's emphasis on water recovery through buybacks, 450 gigalitres by 31 December 2027, and extensive water management projects could greatly impact the cotton industry. The new legislation, along with increasingly heightened environmental concerns, are poised to further challenge water acquisition for cotton growers, hindering industry growth.

6.3.5 Domestic demand and export and prices

Domestic cotton crops are generally sold to cotton gins that process the fibres and sell the lint to foreign clothing and home furnishing textile manufacturers, primarily in Asia. While cotton lint produced in Australia is primarily exported, there is a larger domestic market for cotton seeds which are processed for use in animal feed and cottonseed oil. The cotton market is global, with prices impacted by global demand and supply. Historical cotton prices are set out in the figure below:

Figure 11: Global cotton prices (US cents/pound)



Source: International Monetary Fund via FRED

Cotton prices decreased in 2020 due to the impact of COVID restrictions which decreased demand in key textile manufacturing countries, particularly in China. The price increase in 2022 was attributable to a number of factors including a declining global production outlook at the time, positive consumer sentiment influencing retail apparel sales and a strong mill presence in the market. Another factor was the large number of outstanding buy contracts, with mills actively purchasing at a high price to attract sellers in the market. This coupled with distribution uncertainty surrounding container availability and movement, led mills to over-purchasing on cotton without a clear indication of when it would arrive to ensure supply was met. The subsequent downturn in prices echoed global economic uncertainty driven by cost of living and inflation pressures which impact forecast demand. The buying activity of mills in mid-2022 left them with stockpiles and decreased buying activity on the back of a more sombre economic outlook.

6.4 Outlook

Industry revenue will remain volatile due to high correlation with weather conditions surrounding the Murray-Darling basis. Water security issues will heighten with the implementation of The Water Amendment (Restoring Our Rivers) Act 2023 (Cth). Environmental concerns will continue to weigh on the industry and growth as profitable alternatives are expected to increase competition for water acquisition and will entice some farmers to switch crops. However, continued investment in technological advancements may alleviate some of the water pressures and bolster margins for growers that can afford the upfront investment. IBISWorld forecasts industry revenue to increase at an annualised rate of 2% over the five years to FY30.

7 BEEF CATTLE FARMING IN AUSTRALIA

7.1 Overview

Australia is a leading player in the global beef market. Despite holding only 1.9% of the global cattle herd in 2022, Australia was the second largest beef and bovine meat exporter in 2023, after Brazil and ahead of India and the United States. The Australian beef cattle farming industry is concentrated in Queensland, where historically, an average of 47% of the total Australian beef cattle herd has been located.

7.2 Production cycle

The beef cattle industry relies on a constant cycle of managing herds to produce new animals that will grow and be sold for meat. A balance must be struck between maintaining a breeding herd and culling off cattle for slaughter to generate revenue. The cycle is intrinsically linked to weather conditions. In periods of good weather when feed is abundant, farmers will grow their herd as the level of feed can support a larger herd. When less favourable weather conditions occur, farmers will cull off a greater percentage of the herd for slaughter.

There are two different ways cattle are farmed in Australia, the Southern and Northern beef production systems. Southern beef production grazes cattle on pasture plants. Farmers plant the pasture, control the weeds and apply fertilisers to keep the pasture healthy and provide good quality food for the cattle. Good quality pasture needs reliable rainfall, so this type of farming is better suited to the southern regions of Australia. Farmers only allow mating during a specific time of the year so all calves are born and ready for market at around the same time. In Northern Australia beef cattle graze on native grasses and plants on large areas of land. Some cattle stations are more than one million hectares in size. The paddocks have to be very large in these areas because the plants are not as nutritious as pasture. The cattle have to wander over large areas to find enough food. In northern areas the cattle are run at one animal for up to 50 hectares of land. In southern areas each animal needs up to 10 hectares of land. In northern cattle stations, bulls run with cows meaning calves can be born at any time of year. The cattle are grown to a stage when they can be sold for a particular market. They may be sold to another farmer for breeding or further fattening for market, or they may go directly to be processed for meat.

7.3 Industry drivers

7.3.1 Weather

The cattle farming industry experiences significant volatility due to water. Water directly impacts the amount of feed available for cattle herds. Whilst farmers can supplement with purchased feed, this is very expensive.

The correlation between Australian cattle herds and rainfall is depicted in the figure below.

Figure 12: Australian cattle heard and rainfall



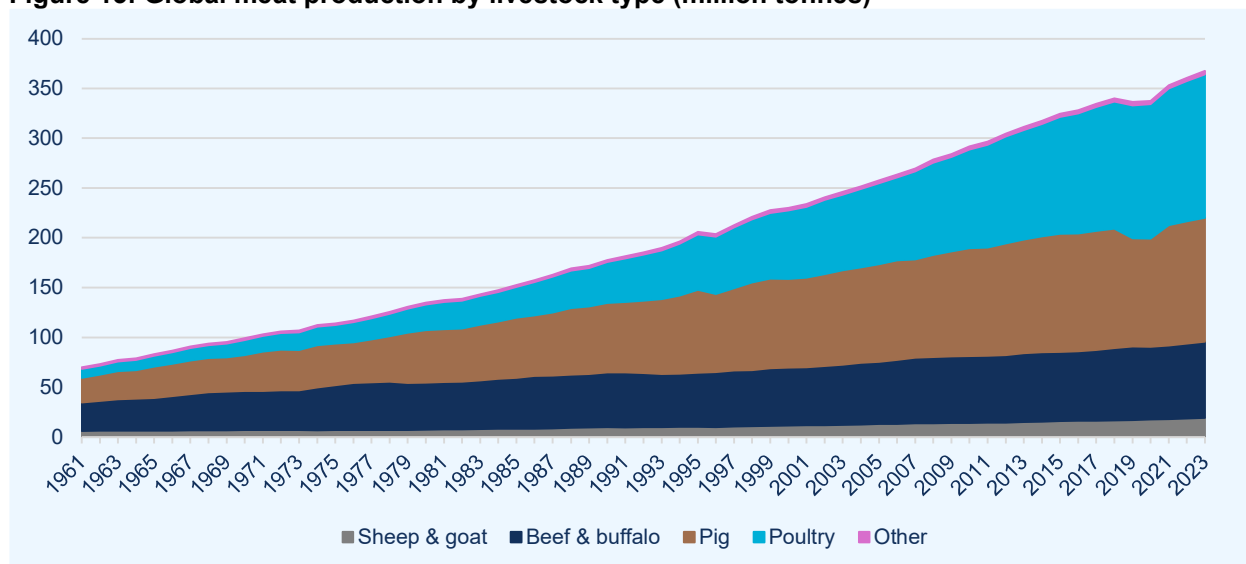
Source: ABARES and IBISWorld

As set out above, increased rainfall correlates with growth in the Australian cattle herd size. This is because there is sufficient feed to sustain increased herd sizes in these years. Conversely herd size declines with lower rates of rainfall as farmers need to sell a higher percentage of their herd due lower feed availability. Unlike other crops, this means there is an inverse relationship between yield (i.e. slaughter rates) and rainfall, where production is higher in low-rain years. Similarly, this means prices are generally lower in low-rain years, because supply is higher.

7.3.2 Consumption of red meat

Since 1961, global production and consumption of meat has been steadily increasing as set out in the figure below.

Figure 13: Global meat production by livestock type (million tonnes)



Source: Food and Agriculture Organisation of the United Nations

Although production of all major meat types has been increasing in absolute terms, in relative terms the share of global meat types has changed significantly over the last 50 years. The proportion of poultry meat has significantly increased while the proportion of beef and buffalo meat has declined.

Total global consumption increased at an average annual rate of 1.2% for beef and veal over the 20 years to 2023. Domestically there has been a steady decline in Australia's per capita consumption of red meat over the past two decades. Despite this, Australia remains one of the world's largest consumers of beef, ranked third behind Argentina and the United States, with per capita consumption in 2023 averaging 23.4kg.

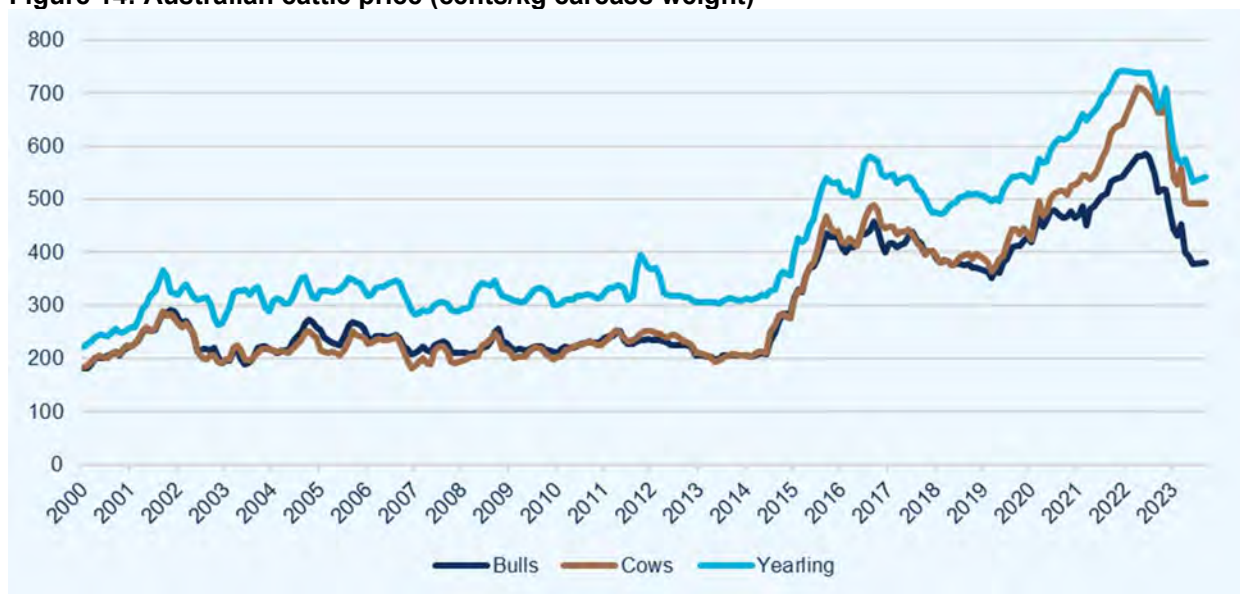
7.3.3 Domestic demand and export and prices

A large proportion of Australian beef is exported either as live cattle or meat products. Key markets include China, the United States and Japan. As noted above, domestic consumption of beef has been declining over the past decade and as such industry growth will continue to be driven by exports. Over the past decade an increase in the number of free trade agreements has increased the competitiveness of Australian beef in the global market. Australia's latest free trade agreement, with the United Kingdom, has set into motion gradually increasing tariff-free quotas for Australian beef, culminating in the elimination of remaining tariffs in 2033.

Australia, France and Canada are the three largest exporters of live cattle globally. Australia predominantly exports live cattle to Asian markets, particularly Vietnam and Indonesia. In the case of Indonesia, the country only imports from Australia. However, Brazil has emerged as a key competitor in the live export space particularly in the wake of record-high prices for Australian cattle back in FY22. In the processed meat market, ongoing drought conditions in the United States pushed its herd to the lowest point in more than 70 years in FY23. This resulted in an increase in demand for imported beef with the United States being the leading market for Australian beef exports in the FY23. The inability of United States farmers to service traditional high value markets in Japan and Korea also provided an opportunity for the Australian industry to solidify trade with these nations.

Although a significant portion of Australian meat products are exported, the actual buyers of cattle for slaughter are typically local abattoirs. As such, cattle prices are typically set locally. The figure below sets out historical beef cattle pricing in Australia.

Figure 14: Australian cattle price (cents/kg carcass weight)



Source: Meat and Livestock Association

Increases in beef prices typically coincide with low herd numbers which results in tight supply for abattoirs. Due to drought conditions between 2017 and 2019 Australian, herd numbers were low and rebuilding between 2020 and 2022, resulting in low supply and record high prices in this subsequent period. Prices began falling in 2023 after the onset of dryer weather conditions which mimicked conditions that kicked off the 2017 to 2019 drought.

7.3.4 Input costs

The Russia-Ukraine conflict caused extreme volatility in global commodity prices which resulted in a sharp rise in wheat and coarse grain prices which placed upward pressure on feed costs. Russia is also a major crude oil and fertiliser supplier, so the conflict has also caused fuel and fertiliser costs to rise. Whilst prices of key inputs have begun to moderate, they still largely remain above the pre-conflict levels.

7.3.5 Organic beef

Whilst still a niche market, organic beef is forecast to become more popular. Organic beef is produced from cattle that haven't been treated with antibiotics, growth promoters or other chemicals. Whilst organic beef sales currently only account for a small percentage of total sales in Australia, the market is growing rapidly. Organic beef commands higher prices than beef from traditionally raised cattle. Thus, increased organic beef consumption presents an opportunity for beef cattle farmers to increase revenue and profit margins.

7.4 Outlook

Despite falling domestic consumption of red meat, industry growth is expected to be underpinned by rising disposable income in emerging markets like China, Indonesia, Vietnam and Thailand. Increased trade with neighbouring Asian countries has been boosted by unilateral and multilateral free trade agreements in recent years, however the current global political climate may jeopardise some of the agreements. Despite strong demand side factors, supply will still be impacted by cyclical weather conditions. Overall, IBISWorld projects industry revenue to increase at an annualised rate of 4% to FY30.

8 DUXTON ORCHARDS

8.1 Background

Founded in 2016, Duxton Orchards is an Australian-based investment company that operates 316 hectares of apple orchards located at Loxton and Nangwarry in South Australia. Duxton Orchards has a wholly owned subsidiary, Duxton Apples Pty Ltd ("**Duxton Apples**"), which together are referred to as Duxton Orchards. Duxton Orchards is responsible for the production of approximately 4% of Australia's total apple production and 25% of South Australia's apple production. The orchards primarily produce Pink Lady, Granny Smith and Gala apples. Duxton Orchards also leases a processing and cold storage facility at Monarto, South Australia.

8.2 History

A brief history of Duxton Orchards is set out in the table below:

Table 5: History of Duxton Orchards

Year	Event
2007	◆ Registration of Duxton Apples
2016	◆ Incorporation ◆ Acquired Loxton Orchard
2020	◆ Lease agreement for the Nangwarry Orchard for a term of 19 years and 9 months
2021	◆ Acquired all the shares in Duxton Apples
2024	◆ Agreement to sell and lease back the Monarto processing and cold storage facility ◆ \$300,000 carbon capture grant

Source: Duxton Orchards

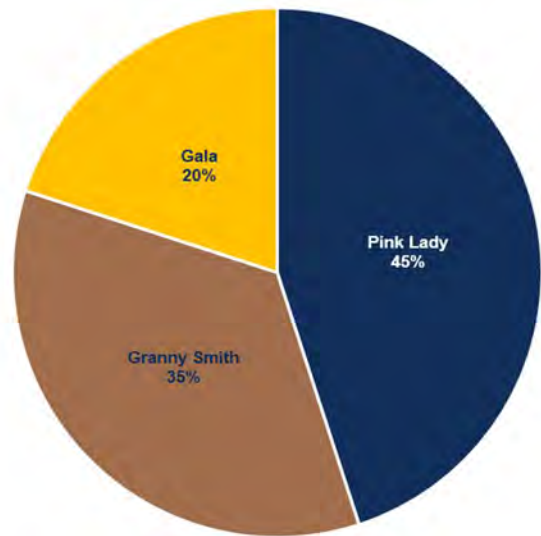
8.3 Properties

Duxton Orchards owns, leases and operates three land parcels comprising a dual orchard portfolio and an apple processing and storage facility. Further information on each property is provided below.

8.3.1 Loxton

Duxton Orchards owns the Loxton Orchard, which is situated approximately 250km east of Adelaide, South Australia, comprising five allotments spread across three non-contiguous blocks. The Loxton orchard is comprised of 125 hectares of flat to gently undulating topography with soil types considered suitable for orchard development. The property was established between 2007 and 2009 with approximately 107 hectares of mixed variety apple trees planted with an additional small area of plantings undertaken in 2015. The orchards inter-rows are planted with rye grass to improve moisture retention. The orchard primarily comprises 4.5 metre row spacings and 1.2 metre tree spacings which are irrigated via dual line drippers and inter-row subterranean lines. Irrigation water is supplied via a number of metered River Murray outlets under the Central Irrigation Trust. Approximately 93-hectares of the orchard are netted, providing shade, bird protection and severe weather protection. A summary of the orchard plantings is provided in the figure below.

Figure 15: Loxton orchard planting varieties

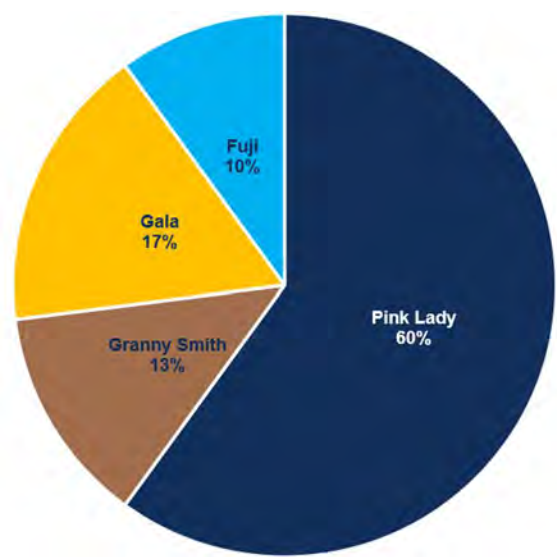


Source: Duxton Orchards

8.3.2 Nangwarry

The Nangwarry orchard is situated approximately 33km north of Mount Gambier, South Australia. The holding comprises two leased properties spanning approximately 140 hectares, with approximately 97 hectares developed as mature orchards. Topography in the area is relatively flat with some undulations with soil types considered ill-suited for orchard development and other farming activities. The orchard development includes inter-rows planted with rye grass to allow for improved water retention. The orchard was developed on north-south rows with four metre rows spacing and 1.2 metre tree spacing. Each tree is irrigated via dual line drippers and overhead frost control. The property is leased from Nangwarry Pastoral Company. The lease was entered into on 1 October 2020 and expires on 30 June 2040. The FY24 annual lease payment was \$323,185 (ex. GST) and rental payments are indexed at the consumer price index. The lease also includes a profit share agreement whereby Duxton Orchards pays the lessor 7.5% of the orchard EBITDA. A summary of the orchard plantings is provided in the figure below.

Figure 16: Nangwarry orchard planting varieties



Source: Duxton Orchards

8.3.3 Monarto

The Monarto property is situated approximately 60km south-east of Adelaide, South Australia. The property is a purpose-built apple processing and cold storage facility comprising an office, warehouse with cool room, and accommodation. The property has road train access with many surrounding properties comprising logistics businesses. In the apple off-season, the property can be used to generate storage income from nearby agricultural producers, typically potatoes. Duxton Orchards completed the sale of the property subject to a leaseback arrangement in February 2025. The lease will expire in November 2028. The lease allows for Duxton Orchards to sublet the property and as such Duxton Orchards will continue to generate income from the storage of other produce during the apple off-season.

8.4 Operations

Duxton Orchards grows and harvests apples at the Loxton and Nangwarry orchards. Harvested apples are transported to the Monarto facility for processing and storage. Day to day management of the orchards is overseen by experienced personnel employed by Duxton Orchards. Administrative support services are provided by Duxton Capital Services Pty Ltd ("**Duxton Services**") under an accounting and administrative services agreement as detailed in Section 8.6 below.

There are three apple distribution companies in South Australia. At various times Duxton Orchards has sold apples to each of the three distributors. Duxton Orchards is not party to any long-term offtake agreements. In the future, there is an opportunity for Duxton Orchards to invest in its own distribution capability and generate higher margins through a vertically integrated growing and distribution business.

Despite the relative maturity of the orchards, Duxton Orchards has incurred operating losses in each of the last three years. The poor performance is partially attributable to poor management prior to the current management team taking over in January 2023. The poor management practices included allowing trees to over fruit and inadequate pruning, which has resulted in the trees being over stressed. As a result, the orchard has had much lower yields and very poor pack-out rates (ratio of picked fruit to saleable fruit) than would be expected from orchards of their level of maturity. Since the rectification of these management issues, the orchards are returning to good health as evidenced by the FY25 yields which were 34% higher than FY24. In addition, as part of the Nangwarry lease agreement, Duxton Orchards is required to conduct annual works to continue expanding the percentage of the orchard that is netted. Additional netting is expected to materially increase higher grade pack-out as the netting provides protection from extreme weather events. Historical yield rates for Loxton and Nangwarry are set out in the tables below.

Table 6: Loxton orchard historical yields

(Bins/hectare)	Industry average	2019	2020	2021	2022	2023
Variety						
Pink Lady	151.11	72.08	51.09	103.70	89.35	51.30
Gala	109.72	27.89	13.09	65.69	41.59	81.62
Granny Smith	150.97	52.93	43.71	71.65	80.45	91.36

Source: Knight Frank and Duxton Orchards

Table 7: Nangwarry orchard historical yields

(Bins/hectare)	Industry average	2018	2019	2020	2021	2022	2023
Variety							
Pink Lady	151.11	93.41	164.79	73.01	180.65	57.59	134.50
Gala	109.72	51.03	94.25	58.40	86.10	43.90	92.46
Granny Smith	150.97	51.14	118.84	69.63	130.99	96.52	115.72
Fuji	93.40	40.47	33.85	28.68	49.36	23.66	52.79

Source: Knight Frank and Duxton Orchards

8.5 Water

The Loxton Orchard is irrigated via the Central Irrigation Trust with all irrigation water leased annually with only a small portion of permanent entitlement. The water is delivered under pressure at various connection valves across the properties which in turn supply the irrigation system. Duxton Orchards currently owns 31.64 ML of South Australia Zone 12 high security water through Central Irrigation Trust. The remaining water requirement is purchased at spot price.

Water requirements for the Nangwarry orchard are included in the lease and the lessor is responsible for the maintenance of water delivery equipment. The lease allows Duxton Orchards to use as much water as required for the apple orchard annually with no specified upper amount. Water is sourced from underground water from the Lower Limestone Coast Prescribed Water Resources Area. The irrigation water is pumped from on-site dams to drip irrigation systems installed throughout the orchard.

8.6 Investment manager

Duxton Orchards has entered into an advisory agreement with Duxton Capital as the investment manager and a services agreement with Duxton Capital Services Pty Ltd ("**Duxton Services**"). Under the advisory agreement the investment manager provides advisory services in relation to the selection, determination, structuring, investment, reinvestment, leasing and management of the assets owned by Duxton Orchards. Under the services agreement, Duxton Services provides accounting services including accounts receivable and payable, bank account management and reconciliation, preparation of management and statutory accounts, preparation and lodgement of tax returns and payroll preparation and processing. In addition, Duxton Services also calculates monthly net tangible asset backing, prepares business plans, budgets and variance analyses, arranges for the provision of corporate secretarial functions, prepares board reports, monitors and reports on compliance with debt covenants, coordinates insurance and provides any other necessary administrative functions that are not provided by employees of Duxton Orchards. The fee for services provided under both the advisory and services agreements is cost plus 10%. In addition, Duxton Capital Holdings Pty Ltd (or any one of its subsidiaries) is entitled to subscribe for ordinary shares in Duxton Orchards as detailed in Section 8.10 below.

8.7 Key personnel

The Board of Directors of Duxton Orchards comprises:

Table 8: Directors of Duxton Orchards

Directors	Experience
Mr Brett Goodin Director	<p>Mr Goodin was appointed on 28 November 2016 and is a seasoned executive with extensive experience in finance, investment management, and advisory roles. He currently holds directorships at Circular Resources and Sectoral Asset Management, and is Executive Chairman of Blenheim Investments. Previously, Brett was President & CEO of Fidelity Investments Asia-Pacific, adding to his prior leadership roles at Credit Suisse, Unibank, and Barclays, as well as advisory positions with organisations like Sabrina's Foundation and Wenona School Limited. Brett has a Bachelor of Laws degree from the Victoria University of Wellington in New Zealand.</p>
Mr Stephen Duerden Director	<p>Mr Duerden is a founder and has served as the CEO of Duxton Capital since May 2009. He has over 30 years of experience in investment management of which 20 has been agriculturally focused. He previously served as the COO and Director for both the Complex Assets Investments Team and the Singapore operation of Deutsche Bank Asset Management Asia. He holds a Bachelor of Commerce in Accounting Finance and Systems from UNSW and a Graduate Diploma in Applied Finance and Investments from the Financial Services Institute Australasia.</p>
Mr Edouard Peter Director	<p>Mr Peter is the co-founder of Duxton Asset Management Pte Ltd. He previously served as the Head of Deutsche Asset Management Asia Pacific, Middle East and North Africa. Mr Peter has over 20 years of experience in the agricultural and hospitality sectors as well as a background in equities. He holds a Bachelors degree in English Literature from Carleton College in Northfield, Minnesota. Mr Peter is the co-founder of Duxton Asset Management Pte Ltd.</p>

Source: Duxton Orchards

8.8 Financial performance

The audited and consolidated statements of financial performance of Duxton Orchards for the financial years ("FY") ended 31 December 2022, 31 December 2023 and 31 December 2024 are set out in the table below.

Table 9: Duxton Orchards' financial performance

\$'000	FY22	FY23	FY24
Revenue	6,964	11,196	6,768
Cost of sales	(8,400)	(13,160)	(8,144)
Gross profit/(loss)	(1,436)	(1,964)	(1,376)
Operating expenses			
Other income	184	61	396
Profit/(loss) on disposal of assets	(20)	(174)	641
Administration expenses	(352)	(752)	(651)
Finance expense	(293)	(751)	(1,208)
Depreciation expense	(624)	(745)	(790)
(Impairment)/impairment reversal of assets	(500)	308	192
Operational costs	(183)	(662)	(479)
Profit/(loss) before income tax	(3,224)	(4,679)	(3,275)
Income tax benefit/(expense)	-	-	-
Profit/(loss) after tax for the year	(3,224)	(4,679)	(3,275)
Other comprehensive income/(loss), net of income tax			
Items that will never be reclassified to profit or loss:			
Gain on revaluation of non-current assets	398	161	-
Reversal of revaluation on disposed non-current assets	-	-	(112)
Total comprehensive income/(loss) for the year	(2,826)	(4,518)	(3,387)

Source: Duxton Orchards

Note: Financial year end is 31 December in-line with the reporting periods for Duxton Apples

In relation to the historical financial performance of Duxton Orchards set out above:

- ◆ Lower revenue in FY22 was due to a frost event throughout the Nangwarry orchard which resulted in a yield reduction of approximately 6,000 bins. Revenue impacts were compounded by strong domestic apple yields which drove downward pressure on prices across all apple varieties. Revenues generated by Duxton Orchards increased significantly in FY23 following a strong harvest of Royal Gala apples from the Loxton and Nangwarry orchards in early 2023. However, this was somewhat mitigated by the impact of over ripe fruit drawn from the 2023 harvest. Revenues in FY24 were impacted by reduced yields attributable to hail events and lower market prices for Royal Gala apples.
- ◆ Cost of sales is the most significant expenditure of Duxton Orchards and comprises dipping and fumigation, levies, freight, packing, marketing, storage and biological asset release on harvest of the fruit. Cost of sales has moved broadly in-line with revenue year-on-year.
- ◆ Other income rose in FY24 due to a \$0.3 million government grant relating to the horticulture netting infrastructure grants from Primary Industries and Regions SA to replace the netting at Loxton.
- ◆ The \$0.6 million profit realised on disposal of assets in FY24 relates to the divestment of the Monarto property, the sale of which had exchanged but not completed on 31 December 2024.
- ◆ Administration expenses include bank fees, accounting fees, utilities, consultancy fees, legal fees and travel expenses. Accounting and consultancy fees comprise the most significant contributions to administration expenses.
- ◆ Finance expenses relate to interest payable on loans.
- ◆ Impairment expenses on Loxton and Nangwarry orchards were recorded in FY22 relating to management expectations that inventory on hand at year end would be sold at prices in-line with recently sold fruit, which was lower than capitalised costs.

- ◆ Operating costs include chemical stock use, employee expenses, freight, harvest labour, irrigation, pest control, pollination and pruning. Operational costs directly associated with the cultivation of biological assets are capitalised and assessed on a per bin basis. The costs increased at the Loxton Orchard over the periods from \$301.58 per bin in 2022 to \$307.20 per bin in 2024. In contrast, the Nangwarry Orchard saw a decrease in cost from \$440 per bin in 2022 to \$314.24 per bin in 2024.
- ◆ Other comprehensive income in FY22 and FY23 relates to gains on the revaluation of the Monarto property and the Loxton Orchard.

8.9 Financial position

The audited and consolidated statements of financial position of Duxton Orchards as at 31 December 2022, 31 December 2023 and 31 December 2024 are set out in the table below.

Table 10: Duxton Orchards' financial position

\$'000	31-Dec-22	31-Dec-23	31-Dec-24
Current assets			
Cash and cash equivalents	200	49	-
Trade and other receivables	80	287	6,735
Biological assets	2,683	2,107	2,005
Inventory	386	425	211
Other current assets	198	334	143
Other financial assets	29	29	29
Total current assets	3,576	3,231	9,123
Non-current assets			
Property, plant & equipment	14,752	15,980	10,463
Right of use assets	5,055	4,866	7,716
Other non-current assets	4	4	3
Intangibles - water entitlements	250	250	250
Total non-current assets	20,061	21,100	18,432
Total assets	23,637	24,331	27,555
Current liabilities			
Trade and other payables	(1,490)	(2,274)	(3,498)
Contract liabilities	(49)	(150)	(776)
Provisions	(334)	(329)	-
Lease liabilities	(220)	(338)	(953)
Borrowings	(5,379)	(667)	(11,637)
Total current liabilities	(7,472)	(3,758)	(16,864)
Non-current liabilities			
Provisions	(58)	(26)	(37)
Lease liabilities	(5,395)	(5,297)	(8,334)
Borrowings	(791)	(9,847)	(458)
Total non-current liabilities	(6,244)	(15,170)	(8,829)
Total liabilities	(13,716)	(18,928)	(25,693)
Net assets	9,921	5,403	1,862
Equity			
Issued capital	18,809	18,809	18,809
Reserves	895	1,056	944
Accumulated losses	(9,783)	(14,462)	(17,891)
Total equity	9,921	5,403	1,862

Source: Duxton Orchards

In relation to the historical financial position of Duxton Orchards set out above:

- ◆ Cash balances have remained low due to operating losses which have primarily been funded through the drawdown on debt facilities as and when required.
- ◆ The significant increase in trade receivables at 31 December 2024 relates to the sale of the Monarto property which had exchanged but not completed at 31 December 2024.
- ◆ Biological assets comprise the majority of Duxton Orchards' current assets (other than the receivable for the sale of the Monarto property in FY24). Biological assets represent the input cost to produce apples, which upon harvest are reclassified as inventory. At 31 December, biological assets are substantially higher than inventory due to the cyclical harvest cycle of apples primarily falling due in early February.
- ◆ Property, plant and equipment increased in FY23 due to plant and equipment additions coupled with a \$0.4 million upward revaluation on the Monarto property. The subsequent decline in FY24 follows the divestment of the Monarto property.
- ◆ Right of use assets and lease liabilities primarily relate to the lease of the Nangwarry orchard coupled with the addition of the \$2.6 million right of use assets for the Monarto storage facility in FY24.
- ◆ Duxton Orchards is carrying tax losses that are likely not recoverable. Accordingly, no deferred tax asset has been recognised. Cumulative tax losses at 31 December 2023 were \$15.15 million.
- ◆ Borrowings primarily relate to borrowings with Commonwealth Bank with a facility limit of \$10.37 million at 31 December 2024. On 23 February 2023, Duxton Orchards informed Commonwealth Bank of its failure to comply with a covenant in relation to its borrowing EBITDA target for the FY22 year. Pursuant to accounting standards, the loan was therefore classified as a current liability. Duxton Orchards has received a waiver from Commonwealth Bank in relation to the breach. Reclassification of FY24 borrowings as current follows non-compliance with covenant conditions. We understand that following the FY24 year end, Duxton Orchards utilised proceeds from the sale of Monarto to reduce debt by approximately \$4.4 million.
- ◆ Net assets of the company have declined since 31 December 2022 primarily due to operating losses.

8.10 Capital structure and shareholders

As at 26 June 2025 (the date of the scheme implementation agreement), Duxton Orchards had:

- ◆ 1,657,652 ordinary shares on issue held entirely by Duxton Capital Investments Pty Ltd.
- ◆ 20,089,463 preference shares on issue.

The following table sets out details of Duxton Orchards' substantial preference shareholders as at that date:

Table 11: Duxton Orchards' substantial preference shareholders

Shareholder	No. of shares held	% substantial ownership
Ramwines Pty Ltd	5,342,942	27%
Duxton Capital Investments Pty Ltd	5,225,294	26%
Nangwarry Pastoral Company Pty Limited	2,654,167	13%
Pomaceous Pty Ltd ATF Pomaceous Unit Trust	2,000,000	10%
Sandhurst Trustees Limited ACF Duxton Diversified Agriculture Fund	1,764,706	9%
Substantial shareholders	16,987,109	85%
Other shareholders	3,102,354	15%
Total	20,089,463	100%

Source: Duxton Orchards

Ordinary shares may be issued to any member of the Duxton Group, being Duxton Capital Holdings Pty Ltd and its subsidiaries, at the fixed ratio of 1 ordinary share for every 9 preference shares issued (assuming the investment manager takes up their full allotment). Ordinary shares provide for a return to the investment manager (dividends) in lieu of a traditional management fee. In the case of a wind up or return of capital, paid up capital is returned on preference shares in priority to ordinary shares. There are no other material differences between the rights of ordinary and preference shares.

8.11 Share trading

There has been no recent share trading in ordinary or preference shares in Duxton Orchards over the past 12 months.

9 DUXTON FARMS

9.1 Background

Incorporated in 2008, Duxton Farms is a South Australian based ASX-listed investment company with exposure to a diversified portfolio of Australian farms. The company owns, leases and manages agricultural assets primarily situated in the Forbes region of Central Western New South Wales, as well as other assets in Natya, Victoria and Katherine, Northern Territory. Duxton Farms produces a range of food, feed and fibre products including wheat, barley, canola, cotton, wool and livestock. The assets of Duxton Farms are managed by Duxton Capital as the investment manager.

9.2 History

A brief history of Duxton Farms is set out in the table below:

Table 12: History of Duxton Farms

Year	Event
2008	<ul style="list-style-type: none"> ◆ Incorporation as Wyalong Rural Investments Pty Ltd ◆ Acquired initial portfolio of properties including the Merriment, Kentucky and Timberscombe aggregations in Central Western New South Wales
2017	<ul style="list-style-type: none"> ◆ Conversion to a public unlisted company ◆ Acquisition of Yarranlea property
2018	<ul style="list-style-type: none"> ◆ Listed on the ASX as Duxton Broadacre Farms Limited ◆ Acquired Boorala property for \$15 million
2021	<ul style="list-style-type: none"> ◆ Change of name to Duxton Farms Ltd ◆ Divestment of Boorala property for \$22 million ◆ Acquired West Plains and Lenborough properties
2022	<ul style="list-style-type: none"> ◆ Acquired Piambie Farms aggregation for \$9 million ◆ Entered a leasing agreement and acquired the assets of Mountain Valley Station ◆ Initial investment in Duxton Bees
2023	<ul style="list-style-type: none"> ◆ Acquired the 523-hectare Greenlanes property
2024	<ul style="list-style-type: none"> ◆ Initial investment in Duxton Dried Fruits ◆ Divestment of the Timberscombe property for \$70 million ◆ Executed contracts to acquire 2,386-hectare NT Portion 5088 ("NTP5008") ◆ Rachel Triggs appointed as an independent non-executive director
2025	<ul style="list-style-type: none"> ◆ Divestment of the Kentucky property for \$38 million ◆ Entered into a lease over the Wildman Agricultural Precinct ("Wildman")

Source: Duxton Farms

9.3 Investment portfolio

The current investment property portfolio of Duxton Farms is summarised below:

Table 13: Duxton Farms' investment portfolio

State	Property	Size (hectares)	Irrigable capacity (hectares)
NSW	Walla Wallah	1,400	939
NSW	Cowaribin	940	281
NSW	Merriment	535	367
NSW	Yarranlea	2,184	560
NSW	West Plains ¹	3,132	450
NSW	Lenborough	768	189
VIC	Piambie	1,185	617
NT	NTP5088	2,386	-
NT	Wildman Agricultural Precinct	23,691	-
NT	Mountain Valley	141,000	-
Total		177,221	3,403

Source: Duxton Farms

Notes:

1. West Plains includes Roselyn which previously formed part of Kentucky.
2. Duxton Farms also has minority investments in two other agricultural companies as detailed in Section 9.3.12 below.

Further information in each of the assets is set out below.

9.3.1 Walla Wallah

Walla Wallah is a 1,400-hectare holding situated in the Lachlan Valley approximately 15km south-west of Forbes. Topography in the region is relatively level throughout with soil types comprising grey self-mulching clay loams which transition to red loams toward the eastern boundary. Soils are typically heavy with greater clay content towards the Lachlan River. The property has approximately 753 hectares of row crop irrigation, 186 hectares of border check irrigation, 410 hectares of arable dryland, and 50 hectares of remnant vegetation land. The irrigation development is underpinned by access to 4,830 megalitres of groundwater.

9.3.2 Cowaribin

Cowaribin is a 940-hectare property situated in the Lachlan Valley approximately 35km west of Forbes. Topography in the region is relatively level with soils comprising lighter red loams, transitioning to dark brown clay loams throughout the western segments with small regions of chocolate loams interspersed. The property contains approximately 281 hectares of border check irrigation, 593 hectares of arable dryland, and 65 hectares of remnant vegetation land.

9.3.3 Merriment

The Merriment property is located in the Lachlan Valley approximately 40km south-west of Forbes. Topography in the region is typically level with soil comprising red-brown clay loams with small areas of dark self-mulching clays interspersed. The 535-hectare holding has approximately 367 hectares of border check irrigation, 148 hectares of arable dryland, and 20 hectares of remnant vegetation land. Irrigation is underpinned by access to 1,140 megalitres of groundwater.

9.3.4 Yarranlea

Yarranlea is a 2,184-hectare mixed farming area located approximately 50km south-west of Forbes. The property has grey self-mulching clay soils with pockets of red loams and slightly undulating topography. Yarranlea comprises irrigated, non-irrigated and grazing farmland capable of facilitating summer and winter grain cropping whilst simultaneously planting cotton. Current grains produced on the property include wheat, barley and canola, whilst the livestock segment comprises sheep and cattle. Irrigation water is sourced from the Lachlan River with a licence for 1,342 megalitres, supported by a 700 megalitre dam situated on the property.

9.3.5 West Plains

The West Plains holding is located approximately 24km south-west of Forbes. Topography in the region is typically level with soils comprising primarily grey and red loams, transitioning to grey cracking clays in the western portion. The 3,132-hectare property contains approximately 450 hectares of row crop irrigation, 1,978 hectares of arable dryland of which approximately 80 hectares has been deep ripped, and 200 hectares is low lying, 80 hectares of remnant vegetation land and 429 hectares attributable to the Roselyn property which was retained after the sale of the remainder of the Kentucky aggregation. Irrigation is underpinned by access to 1,128 megalitres of Lachlan River general security entitlements, whilst livestock water is sourced from a stock and domestic entitlement from the Jemalong irrigation scheme and two stock domestic bores.

9.3.6 Lenborough

Lenborough is located approximately 45km south-west of Forbes. Topography in the region is generally level with soil types comprising grey and red loams. The 768-hectare property has been developed such that 189 hectares is for border check irrigation, 554 hectares is for arable land, and 25 hectares in non-arable land. The property is fenced at all boundaries and separated into 25 paddocks. It has access to the Trigilana shared bore scheme with pipes throughout to several troughs, supported by eight catchment dams. The property does not have any permanent water entitlements however temporary water can be purchased from the Jemalong Irrigation Scheme for irrigation purposes.

9.3.7 Piambie

Piambie Farms is a dual property aggregation producing wheat and canola crops covering 1,185 hectares situated near Swan Hill in Northern Victoria. The region is characterised by semi-arid, Mediterranean climatic conditions with hot, dry summers, cold winters and typically low rainfall. The region is regarded as one of the most productive agricultural sectors of Australia, particularly for the horticulture and viticulture industries. Piambie Farms is currently being converted to a pistachio orchard.

9.3.8 NTP5088

NTP5008 is a 2,386-hectare land parcel situated in the top end of the Northern Territory. The land parcel includes a water licence for an annual limit of 8,021 megalitres with expiration in 2040. The property adjoins the Wildman property which would be strategically supported by access to water entitlements provided by NTP5008. Completion of the acquisition was announced on 27 March 2025.

9.3.9 Mountain Valley

Mountain Valley station is a 141,000-hectare leased property situated in the Katherine region of the Northern Territory. The assets of the station, including property plant and equipment and approximately 2,700 head of cattle, were acquired in late 2022 with a view to expand the cattle program and utilise the rainfall in the areas to cultivate rainfed cotton. To mitigate a traditionally high fire risk which affects the region, the management team at Mountain Valley have conducted the savanna burning carbon project through the Australian Carbon Credit Scheme since 2016.

9.3.10 Wildman

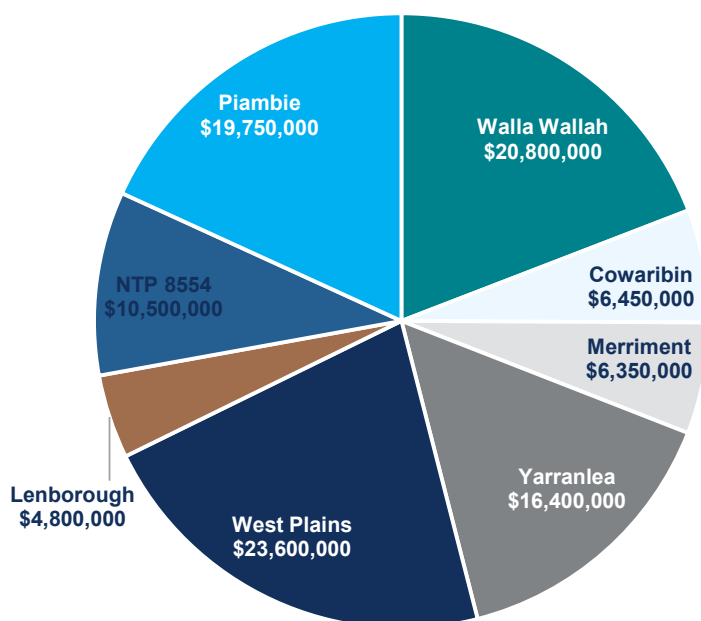
Wildman is a largescale agricultural development situated approximately 130km east of Darwin which consists of three parcels of freehold land. The land portions are NT Portion 2623, NT Portion 2624, and NT Portion 3611.

Duxton Farms entered a leasing agreement over Wildman for an initial term of eight years commencing 1 January 2025. Duxton Farms has been granted a series of call options to acquire the land parcels from the Northern Territory Land Corporation ("NTLC") at bare land rates provided certain milestones are reached, with the purchase price being adjusted for cumulative lease payments if the options are exercised. The milestones require the development of a percentage of each land parcel to a level which would allow for broadacre cropping. The long-term objective and expectation of both the NTLC and Duxton Farms is to develop high-value irrigated cropping and/or horticulture at scale.

9.3.11 Land values

As at 30 June 2025, being the most recent independent valuation of the land, water and structures owned by Duxton Farms, CBRE and Knight Frank assessed the value of the properties as summarised in the following figure:

Figure 17: Duxton Farms' asset values



Source: Duxton Farms

9.3.12 Divestments

On 9 April 2025, Duxton Farms completed the divestment of the majority of the 'Kentucky' aggregation, which includes 6,020 hectares of arable cropping land and 48 megalitres of stock and domestic water for \$38 million, with \$500,000 of this amount to be withheld as a retention sum pending some final property remediation work and soil testing. Proceeds of the sale will be used to pay down bank debt and pay a special dividend. The Roselyn property, which previously formed part of the Kentucky aggregation, was retained and now forms part of West Plains.

9.3.13 Other investments

In addition to the freehold and leasehold interest in agricultural properties detailed above, Duxton Farms also holds an interest in the following agricultural businesses:

- ◆ **Duxton Bees:** Duxton Bees is an Australian-based investment company that is focused on growing an integrated beekeeping and honey production business. Duxton Farms holds a 24% interest in the voting shares of Duxton Bees. Duxton Capital is the investment manager for Duxton Bees and Duxton Farms. Mr Edouard Peter is a board member of both Duxton Bees and Duxton Farms.
- ◆ **Duxton Dried Fruits:** Duxton Dried Fruits is the second largest dried grape grower in Australia operating two dried grape vineyards, 'Wemen' and 'Euston', in the Sunraysia region of Victoria and New South Wales. Duxton Farms holds a 18% interest in the voting shares of Duxton Dried Fruits. Duxton Capital is the investment manager for Duxton Dried Fruits and Duxton Farms. Mr Edouard Peter and Mr Stephen Duerden are on the board of both Duxton Dried Fruits and Duxton Farms.

9.4 Investment manager

Duxton Farms has appointed Duxton Capital as its investment manager to manage its assets and investment strategy. Duxton Capital signed an agreement on 7 November 2017 for an initial term of 10 years with a five-year renewal term. Under the agreement, Duxton Capital is responsible for day-to-day managerial functions of Duxton Farms and management of its investment portfolio. Duxton Capital's key activities include but are not limited to selecting, determining, investing, re-investing, leasing and management of Duxton Farms assets. In return for the services provided, Duxton Capital receives the following fees:

- ◆ **Management fee:** 0.85% (plus GST) per annum of the portfolio net asset value at the end of each calendar month. The portfolio net asset value refers to the total assets of Duxton Farms less its total liabilities excluding tax balances and performance fees payable, based on its management accounts.

- ◆ **Performance fee:** in addition to the management fee, Duxton Capital is entitled to be paid a performance fee at the end of each financial year calculated against two hurdles, being:
 - 5% of the overperformance of the investment return of Duxton Farms above an 8% hurdle per annum, up to 12%; plus
 - If the investment return exceeds 12% per annum, then the performance fee will include 10% of the remaining overperformance of the investment return over the 12% hurdle return.

Investment returns are based on movements in net asset value. The performance fee is only payable on net asset value above a high-water mark (being the peak net asset value previously achieved).

As part of the Proposed Merger, Duxton Farms is proposing to simplify its investment management agreement with Duxton Capital including:

- ◆ Altering the management fee from 0.85% to 1.25% of the net asset value of Duxton Farms.
- ◆ Removing the current performance fee.
- ◆ Term commencing on shareholder approval until 1 January 2031 with the option to renew for a further five years.
- ◆ Refining services provided to focus on investment strategy and business development. Subject to the Proposed Merger proceeding, Duxton Farms proposes to internalise certain corporate functions including legal, governance, human resources and finance services that are currently provided by a company related to Duxton Capital.

The updated investment management agreement would apply to all entities that are subject to the Proposed Merger (replacing the existing investment management agreements of the targets).

9.5 Key personnel

The Board of Directors of Duxton Farms comprises:

Table 14: Directors of Duxton Farms

Directors	Experience
Mr Edouard Peter Chairman of the Board	Mr Peter was appointed on 22 September 2017 and is the co-founder of Duxton Asset Management Pte Ltd. He previously served as the Head of Deutsche Asset Management Asia Pacific, Middle East and North Africa. Mr Peter has over 20 years of experience in the agricultural and hospitality sectors as well as a background in equities. He holds a Bachelors degree in English Literature from Carleton College in Northfield, Minnesota.
Mr Stephen Duerden Non-executive Director	Mr Duerden was appointed on 16 January 2008 and is the current CEO of Duxton Capital. He has over 30 years of experience in investment management of which 20 has been agriculturally focused. He previously served as the COO and Director for both the Complex Assets Investments Team and the Singapore operation of Deutsche Bank Asset Management Asia. He holds a Bachelor of Commerce in Accounting Finance and Systems from UNSW and a Graduate Diploma in Applied Finance and Investments from the Financial Services Institute Australasia.
Mr Mark Harvey Independent Director / Deputy Chair	Appointed 22 September 2017, Mr Harvey has over 40 years of experience in the agricultural sector, including managing a 10,000-acre seed, crop, wool, lamb and beef family farm for 15 years. Mr Harvey was a founder of Paramount Seeds which later sold to Elders Ltd where he served as the manager of the national and international seed business. Mr Harvey later co-founded Seed Genetic which was later sold to S&W Seed Co.
Mr Wade Dabinett Independent non-executive Director	Appointed on 22 September 2017, Mr Dabinett has over 14 years of experience in the Australian grain industry including trade, storage, handling and production. He is a partner in the 7,500-hectare generational farming business, Longtail farms. Mr Dabinett previously held the role of Chairman of Grain Producers SA.
Mr Paul Burke Independent non-executive Director	Mr Burke was appointed on 29 September 2023 with over 25 years of management expertise across a range of sectors with a particular focus on agribusiness and the Northern Territories regulatory environment. He currently serves as a consultant for his own business, North Australia Consultancy Specialists. He previously served as the CEO of the Northern Territory Farmers Association and the Director of Infrastructure Assets and Major Projects in the Northern Territory Department of Primary Industries and Resources. Mr Burke was also a founding member of the Northern Territory Cotton Growers Association/Ord Valley Forestry Hub.
Ms Rachel Triggs Independent non-executive Director	Appointed on 11 October 2024, Ms Triggs has over 20 years of experience in the Australian wine and grape sector. She previously held roles with Wine Australia including serving as General Counsel and Head of ESG and market access. Ms Triggs has experience as a corporate lawyer in the wine law sector.

Source: Duxton Farms

9.6 Financial performance

The audited and consolidated statements of financial performance of Duxton Farms for the FY ended 30 June 2022, 30 June 2023, 30 June 2024 and half year ended 31 December 2024 are set out in the table below.

Table 15: Duxton Farms' financial performance

\$'000	FY22	FY23	FY24	HY FY25
Hay	12	66	478	29
Cotton	650	716	820	4,823
Wheat	8,729	1,760	7,876	1,935
Barley	1,584	389	6,191	740
Canola	2,160	1,754	5,183	2,360
Chickpeas	-	-	18	1
Faba beans	111	-	210	510
Cattle	2,105	1,513	2,471	742
Sheep	1,200	969	731	368
Wool	93	129	98	-
Total revenue	16,644	7,296	24,076	11,508
Cost of sales	(15,969)	(5,240)	(1,964)	(14,733)
Biological transformation (crops & livestock)	3,404	(7,911)	(11,127)	4,962
Gross profit/(loss)	4,079	(5,855)	10,985	1,737
Other income	664	1,532	13,334	625
Gain on bargain purchase	-	1,227	-	-
Operational expenses	(3,557)	(5,164)	(7,040)	(3,324)
Administration expenses	(1,894)	(1,767)	(3,006)	(2,374)
Management, performance and accounting services	(3,535)	(1,356)	(2,189)	-
Reversal of impairment/(impairment expense)	971	5	(150)	-
Share of loss of associate	-	-	-	(35)
Finance costs	(913)	(2,099)	(5,024)	(761)
Profit/(loss) before tax	(4,185)	(13,477)	6,910	(4,132)
Income tax benefit / (expense)	1,018	3,388	(1,717)	1,037
Profit/(loss) after tax	(3,167)	(10,089)	5,193	(3,095)
Other comprehensive income/(loss), net income of tax				
Items that will not be reclassified subsequently to profit or loss:				
Valuation uplift on revaluation of other properties	25,567	10,959	10,462	276
Total comprehensive income/(loss) for the year	22,400	870	15,655	(2,819)

Source: Duxton Farms

In relation to the historical financial performance of Duxton Farms set out above:

- ◆ Total revenue has fluctuated over the years with the most significant contributions typically from wheat, barley, canola and cattle.
- ◆ The significant decline in revenue in FY23 was primarily due to severe flooding throughout Central Western New South Wales, inundating approximately 70% of Duxton Farms' core portfolio, resulting in harvest delays and reduced yields. Due to this event, Duxton Farms' winter harvest in FY23 resulted in 8,262 tonnes yielded compared to 37,241 tonnes in the prior season.
- ◆ FY23 revenue was also impacted by global price volatility and overall price decline in food and fibre products following all-time inflation adjusted highs in early 2022 as a result of COVID-19 supply chain logistics and market uncertainty brought on by Russia's invasion of Ukraine. Whilst livestock prices fell significantly across Australia during the FY23 period, revenues were lesser affected due to heightened livestock numbers associated with the asset purchase at Mountain Valley coupled with relatively stable global prices.

- ◆ FY24 revenues increased significantly on the prior period favoured by the second-largest winter crop in the history of the business. This was predominantly driven by a high-yield of wheat, barley and canola, coupled with upward pricing in the beef and lamb livestock markets following suppressed inventory levels in the United States in the wake of unseasonably dry conditions.
- ◆ The FY24 cotton crop was sold at the beginning of FY25. A larger cotton crop was planted in FY24 resulting in increased revenue. The FY23 cotton crop was significantly impacted by heavy rain.
- ◆ Other income increased sharply in FY24 due to the \$70 million divestment of the Timberscombe asset, which resulted in an \$11.3 million gain on sale. Other income also includes cartage income, government rebates and gains on derivative instruments.
- ◆ The \$1.2 million gain on bargain purchase recognised in FY23 relates to the acquisition of the assets of Mountain Valley Station on 8 December 2022 for total consideration of \$1.3 million. The bargain purchase income is the difference between the purchase price and the independent valuation of the assets which was \$2.5 million.
- ◆ Operational expenses have increased year-on-year due to the addition of Mountain Valley, Piambie and Wildman and Ord Irrigation projects.
- ◆ Administration expenses increased significantly during FY24 primarily due to a performance fee of \$0.8 million payable to Duxton Capital.
- ◆ Management, performance and accounting services relate to fees incurred for services provided by Duxton Capital as the investment manager. The decline in FY23 relates to the absence of a performance fee being paid to Duxton Capital in respect of Duxton Farms' investment returns not outperforming hurdle requirements during the period. Performance fees were payable in FY22 and FY24 due to an increase in the net asset value of the Duxton Farms' portfolio despite operating losses. No performance fee was payable for the six months ended 31 December 2024.
- ◆ Interest expenses primarily comprise interest on bank overdrafts and loans which, increased significantly throughout FY23 to provide sufficient funds for the upcoming cropping season. The reduction in interest expenses throughout the first half of FY25 follows the divestment of Timberscombe, from which a portion of the proceeds were utilised to reduce the outstanding debt of Duxton Farms by approximately 50%.
- ◆ Whilst Duxton Farms has historically generated net losses before tax, FY24 produced a profit primarily because of the Timberscombe divestment. Excluding the gain on sale recognised from this transaction, Duxton Farms would have recorded a loss before tax of approximately \$4.4 million.

9.7 Financial position

The audited and consolidated statements of financial position of Duxton Farms as at 30 June 2022, 30 June 2023, 30 June 2024 and 31 December 2024 are set out in the table below.

Table 16: Duxton Farms' financial position

\$'000	30-Jun-22	30-Jun-23	30-Jun-24	31-Dec-24
Current assets				
Cash and cash equivalents	12	13	28,619	2,584
Trade and other receivables	470	462	542	231
Inventories	4,718	2,043	6,678	5,303
Biological assets	8,303	12,695	11,673	10,701
Other financial assets	627	1	-	-
Other current assets	273	329	524	575
Non-current assets classified as held for sale	-	-	-	38,845
Total current assets	14,403	15,543	48,036	58,239
Non-current assets				
Land	122,802	138,642	105,981	67,136
Buildings, plant and equipment	13,261	17,211	20,734	23,438
Intangible assets	8,221	8,221	8,463	8,463
Investment in associate	-	-	-	5,550
Right-of-use asset	-	2,206	1,706	1,457
Financial assets	1,756	1,756	4,091	5,080
Total non-current assets	146,040	168,036	140,975	111,124
Total assets	160,443	183,579	189,011	169,363
Current liabilities				
Trade and other payables	(3,560)	(2,259)	(7,350)	(2,589)
Borrowings	(390)	(736)	(918)	(939)
Tax liabilities	-	-	(383)	(383)
Provisions	-	-	-	(548)
Bank overdraft	(5,320)	(11,489)	-	-
Lease liability	-	(465)	(488)	(500)
Employee benefits	(335)	(530)	(529)	-
Total current liabilities	(9,605)	(15,479)	(9,668)	(4,959)
Non-current liabilities				
Borrowings	(29,180)	(43,706)	(40,462)	(30,314)
Provisions	-	-	-	(8)
Lease liability	-	(1,771)	(1,283)	(1,030)
Employee benefits	(23)	(7)	(11)	-
Deferred tax liability	(14,042)	(14,308)	(17,729)	(16,785)
Total non-current liabilities	(43,245)	(59,792)	(59,485)	(48,137)
Total liabilities	(52,850)	(75,271)	(69,153)	(53,096)
Net assets	107,593	108,308	119,858	116,267
Equity				
Issued capital	71,886	71,702	71,770	70,998
Retained earnings	(9,240)	(19,329)	7,992	4,897
Reserves	44,947	55,935	40,096	40,372
Total equity	107,593	108,308	119,858	116,267

Source: Duxton Farm

In relation to the historical financial position of Duxton Farms set out above, we note the following:

- ◆ Cash and cash equivalents increased during FY24 following the divestment of the Timberscombe asset. The decline in the first half of FY25 follows the utilisation of cash to repay borrowings.
- ◆ Inventories consist of consumables and produce on hand which declined in FY23 following severe flooding which inundated substantial amounts of Duxton Farms' portfolio. The increase in inventories in FY24 follows the second-largest winter crop in Duxton Farms' history resulting in increased produce on hand.
- ◆ Biological assets consist of preparation costs and fair value increases due to bio-transformation less any inventory transfers across both crops in ground and livestock. Biological assets are recognised at fair value less cost to sell unless the crop is immature and little transformation has taken place at which point cost is used as a proxy for fair value. Once biological assets are harvested, the asset is transferred to inventory.
- ◆ The \$0.6 million in other financial assets recognised at 30 June 2022 relates to a forward sales contract used to hedge against declining wheat prices.
- ◆ The other current assets balance is primarily comprised of prepayments.
- ◆ The \$38.8 million in non-current assets classified as held for sale relates to the Kentucky aggregation. The land value has been reclassified at its carrying value being the previous independent valuation following impairment testing.
- ◆ The balance of land assets has declined since 30 June 2023 following divestment of the Timberscombe asset coupled with the re-classification of the Kentucky property as being held for sale.
- ◆ The intangibles asset balance relates to water rights owned by Duxton Farms. Water licenses are valued at the lower of cost and their fair value, less cost to sell.
- ◆ The \$5.6 million investment in associates recognised at 31 December 2024 follows an investment in Duxton Bees whereby Duxton Farms increased its ownership interest to 23.32%. The investment was previously recognised in the non-current portion of financial assets. However, following completion Duxton Farms re-classified the investment at its fair value to investment in associates.
- ◆ The recognition of a right-of-use asset at 30 June 2023 relates to the lease agreement for the Mountain Valley property.
- ◆ Financial assets at 30 June 2022 consisted of the investments in Duxton Bees. The increase at 30 June 2024 was due to an investment in Duxton Dried Fruits.
- ◆ Increases to trade and other payables at 30 June 2024 primarily relate to dividends payable of 10 cents per share totalling \$4.2 million.
- ◆ Total borrowings increased throughout FY23 to fund Duxton Farms' next cropping season following the flooding events. The debt position of the company was heavily reduced following the divestment of the Timberscombe asset.

9.8 Capital structure and shareholders

As at 8 July 2025, Duxton Farms had a total of 41,157,331 ordinary shares on issue. The following table sets out details of Duxton Farms' substantial shareholders as at that date:

Table 17: Duxton Farms' substantial shareholders

Shareholder	No. of shares held	% substantial ownership
Richard Magides	13,738,013	33%
Edouard Peter	8,799,705	21%
Substantial shareholders	22,537,718	55%
Other shareholders	18,619,613	45%
Total	41,157,331	100%

Source: Duxton Farms

As at 8 July 2025, Duxton Farms had no other outstanding securities on issue.

On 26 June 2025, it was announced that Duxton Farms would pay a special dividend of \$0.24 per share. Richard Magides and Edouard Peter have committed to participating in a dividend reinvestment plan for the total amount of the special dividend payable to them. Assuming no other shareholders participate in the dividend reinvestment plan, this would increase the interests of Richard Magides and Edouard Peter to 35.7% and 23.2% respectively.

9.9 Share trading

The following chart shows the market trading of Duxton Farms shares, for the 12 months to 8 July 2025:

Figure 18: Duxton Farms share trading over the last 12 months



Source: S&P Capital IQ

In relation to the trading of Duxton Farms shares over the past 12 months, we note the following:

- ◆ Shares were moderately liquid, with an average daily value traded of approximately \$111,546 at a volume weighted average price ("VWAP") of \$1.18 over the period. The average daily volume represents approximately 0.23% of ordinary shares on issue.
- ◆ Duxton Farms has been providing liquidity through on-market share buybacks over the period 4 January 2024 to 3 January 2025.
- ◆ The decline in the share price on 5 September 2024 coincides with Deutsche Bank AG and its related bodies corporate selling approximately seven million shares for \$0.90 per share which was significantly below recent trading prices. As the figure above is based on closing prices, the apparent fall in price is not as significant, as the closing price was \$1.45.
- ◆ Since the announcement of the Proposed Merger on 26 June 2025, the Duxton Farms share price has declined. The first trading after the announcement of the Proposed Merger occurred on 30 June 2025 where 811,781 shares were traded at a VWAP of \$1.33, this was slightly lower than the previous close of \$1.35. 1 July 2025 is the ex-dividend date for the special dividend, however the reduced closing prices since this date has been greater than the dividend amount of \$0.24 per share. From 1 July 2025, a total of 1.72 million shares have been traded at a VWAP of \$1.02, which is \$0.31 less than the VWAP on 30 June 2025.

10 PROPOSED MERGED ENTITY

10.1 Introduction

If the Proposed Merger is approved, the Proposed Merged Entity will, at a minimum, comprise Duxton Farms, Duxton Bees, Duxton Dried Fruits and Duxton Walnuts. The Proposed Merged Entity may also include Duxton Orchards, however, the Proposed Merger will proceed without Duxton Orchards if the scheme between Duxton Farms and preference shareholders of Duxton Orchards does not become effective. Following the Proposed Merger, Duxton Farms will remain listed on the ASX.

10.2 Overview of operations

The Proposed Merger is expected to increase the scope and scale of Duxton Farms' portfolio and provide the Proposed Merged Entity with diversification and scale across multiple agricultural industries. A detailed overview of the operations of Duxton Orchards and Duxton Farms before the Proposed Transaction is provided in Sections 8 and 9 respectively. A brief overview of the other entities that are subject to the Proposed Merger is set out in the Scheme Book.

10.3 Rationale for Proposed Merger

The strategic rationale for the Proposed Merger according to Duxton Farms' management includes that the Proposed Merger:

- ◆ Establishes a larger and scalable agricultural investment platform, broadening its appeal to a wider investor base.
- ◆ Enhances portfolio diversification across regions, commodities, and production systems, thereby reducing risk on the current earnings profile.
- ◆ Provides direct exposure to a mix of maturing operating assets with near-term cash flow opportunities and early-stage projects with long-term growth potential.
- ◆ Improves operational efficiency through internationalisation of corporate functions.

10.4 Key personnel

The Board of Directors of the Proposed Merged Entity is expected to be comprised of Duxton Farms' existing board.

10.5 Post-merger capital structure

If the Proposed Merger is approved and the placement is completed, the total number of ordinary shares on issue is expected to fall within the range of 104.6 million to 118.2 million, as set out in the following table:

Table 18: Proposed Merged Entity's substantial shareholding

Shareholder	Pre-Proposed Transaction		Post-Proposed Transaction			
	No. of shares	%	No. of shares (low)	%	No. of shares (high)	%
Richard Magides	13,738,013	33.4%	23,914,065	22.9%	25,540,033	21.6%
Edouard Peter	8,799,705	21.4%	15,035,163	14.4%	15,759,049	13.3%
Other shareholders	18,619,613	45.2%	65,636,122	62.8%	76,883,995	65.1%
Total	41,157,331	100.0%	104,585,349	100.0%	118,183,077	100.0%

Source: Duxton Farms

Note: The figures above represent the relevant interests of Richard Magides and Edouard Peter in Duxton Farms shares. They do not hold any of these shares personally.

- ◆ The post-merger capital structure is calculated on the assumption of full participation by both Richard Magides and Edouard Peter in the dividend reinvestment plan. The lower end reflects a scenario where the Proposed Merger is approved exclusive of Duxton Orchards for 80% scrip and 20% cash consideration. The higher end reflects a scenario where the Proposed Merger is approved inclusive of Duxton Orchards for 100% scrip consideration.
- ◆ Other potential outcomes will fall between these two scenarios. Please refer to Section 10 of the Scheme Book for further details.

10.6 Pro forma financial performance

The pro forma, historical statement of financial performance for the Proposed Merged Entity (inclusive of Duxton Orchards) for the year ended 30 June 2024 and for the 6 months ended 31 December 2024, as prepared by Duxton Farms' management, is as follows:

Table 19: Pro forma statement of financial performance of the Proposed Merged Entity

\$'000	FY24	6 months to 31 Dec 24
Revenue	41,664	20,296
Cost of revenue	(26,009)	(13,364)
Gross profit	15,654	6,932
Direct employee costs	(2,335)	(618)
Other direct costs	(2,091)	(1,429)
Overhead employee costs	(7,809)	(3,936)
Other overheads	(11,125)	(5,424)
Other income	2,089	1,274
EBITDA from continuing operations	(5,618)	(3,201)
EBITDA from discontinued operations	941	(8)
Total EBITDA	(4,677)	(3,209)
Depreciation & amortisation	(6,634)	(3,717)
Extraordinary items	10,845	37
Gain on convertible loan notes	-	-
Loss on revaluation/asset sale	(5,631)	-
Impairment expense	(1,120)	425
EBIT	(7,217)	(6,464)
Net interest	(7,071)	(2,462)
NPBT	(14,288)	(8,926)
Income tax expense	2,751	2,095
NPAT	(11,537)	(6,831)

Source: Duxton Farms

Note: Duxton Orchards represents only a very small portion of the financial performance of the Proposed Merged Entity during the above periods.

10.7 Pro forma financial position

The pro forma, historical statement of financial position for the Proposed Merged Entity (inclusive of Duxton Orchards) as at 31 December 2024, as prepared by Duxton Farms' management, is set out below:

Table 20: Pro forma 31 December 2024 statement of financial position of the Proposed Merged Entity

\$'000	Duxton Farms	Duxton Orchards	Duxton Bees	Duxton Dried Fruits	Duxton Dairies	Adjustments	Proposed Merged Entity
Current assets							
Biological assets	10,701	2,005	1,478	3,930	-	-	18,114
Cash and cash equivalents	25,034	(72)	5,404	(341)	611	(15,601)	15,034
Inventory	5,303.0	211	330	-	288	-	6,133
Livestock	-	-	212	-	68	-	280
Other current assets	1,307	6,912	128	480	167	(6,515)	2,479
Total current assets	42,345	9,057	7,551	4,068	1,134	(22,116)	42,040
Non-current assets							
Land, property, plant and equipment	99,984	10,463	11,636	39,393	5,891	41,800	209,167
Intangible assets (water entitlements)	8,463	250	14	0	1,290	2,838	12,855
Other non-current assets	12,087	7,716	2,756	6,942	15,553	(10,624)	34,430
Total non-current assets	120,534	18,429	14,406	46,335	22,734	34,015	256,452
Total assets	162,879	27,486	21,957	50,403	23,868	11,898	298,492
Current liabilities							
Borrowings	-	(10,725)	-	-	(4,869)	4,300	(11,294)
Other current liabilities	(4,969)	(6,070)	(797)	(4,092)	(510)	15	(16,422)
Total current liabilities	(4,969)	(16,795)	(797)	(4,092)	(5,379)	4,315	(27,716)
Non-current liabilities							
Borrowings	(29,000)	-	(1,200)	(23,525)	(4,000)	-	(57,725)
Other non-current liabilities	(13,761)	(8,827)	(969)	-	(2,651)	-	(26,208)
Total non-current liabilities	(42,761)	(8,827)	(2,169)	(23,525)	(6,651)	-	(83,933)
Total liabilities	(47,730)	(25,621)	(2,966)	(27,617)	(12,030)	4,315	(111,649)
Net asset	115,150	1,865	18,992	22,786	11,837	16,213	186,843

Source: Duxton Farms

The pro forma historical statement of financial position for the Proposed Merged Entity was prepared on the assumption that the consideration payable for the Merger Entities is 80% scrip and 20% cash.

Details of pro forma adjustments are summarised below:

- ◆ Cash and cash equivalents is reduced by the cash component of the consideration and stamp duty payable on the Proposed Merger. The reduction is partially offset by the net proceeds from the placement.
- ◆ Other current assets and current borrowings decrease following the sale of the Monarto property sale by Duxton Orchards for \$6.5 million. The proceeds will be reclassified from receivables to cash and cash equivalents upon settlement. Part of the proceeds will be used to repay \$4.3 million in borrowings.
- ◆ Land, property and equipment increases due to the excess purchase price above net asset value for each of the merger companies as well as stamp duty payable.
- ◆ Intangible assets increase as a result of the revaluation of Duxton Walnuts' water licenses from book value to fair market value.
- ◆ Other non-current assets decline due to the elimination of intercompany investments and reserves on consolidation.

11 VALUATION METHODOLOGY

11.1 Available valuation methodologies

To estimate the market value of Duxton Orchards, and the scrip consideration offered by Duxton Farms, we have considered common market practice, and the valuation methodologies recommended in RG 111. There are a number of methods that can be used to value a business including:

- ◆ The discounted cash flow method
- ◆ The capitalisation of future maintainable earnings method
- ◆ Asset based methods
- ◆ Analysis of share market trading
- ◆ Industry specific rules of thumb

Each of these methods is appropriate in certain circumstances and often more than one approach is applied. The choice of methods depends on several factors such as the nature of the business being valued, the return on the assets employed in the business, the valuation methodologies usually applied to value such businesses and availability of the required information. A detailed description of these methods and when they are appropriate is provided in Appendix 2.

11.2 Selected methodology – Duxton Orchards

In selecting an appropriate valuation methodology for Duxton Orchards we have considered the following:

Table 21: Consideration of methodologies

Method	Considerations	Approach
Discounted cash flow	<ul style="list-style-type: none"> ◆ Duxton Orchards has recorded an operating loss in each of the last three financial years, and a loss is also forecast in FY25. Since the orchard is relatively mature, we consider that there is material uncertainty as to whether the business can be operated profitably in the future. ◆ Given the above, we consider that a net asset approach would yield a higher value than a discounted cash flow approach. 	Not considered
Capitalisation of earnings	<ul style="list-style-type: none"> ◆ Duxton Orchards has experienced operating losses historically and there is uncertainty as if or when the business could generate a profit. Therefore, the capitalisation of earnings method is not appropriate. 	Not considered
Asset based methods	<ul style="list-style-type: none"> ◆ Asset based methods are generally not appropriate for operating businesses as they ignore the value of most intangible assets which are not individually amortisable such as goodwill. However, for businesses that are not generating an adequate return on assets employed, an asset-based approach may result in a higher value than an earnings-based approach and thus becomes a relevant consideration ◆ Since Duxton Orchards has a history of operating losses and a return to profitability in the near future is not certain, we consider an asset based methodology to be the most reasonable valuation approach. 	Selected
Share trading	<ul style="list-style-type: none"> ◆ There is no liquid market for the sale of shares in Duxton Orchards and there has been no capital raised in the last twelve months. 	Not considered

11.3 Selected methodology – scrip consideration

In selecting an appropriate valuation methodology for the scrip consideration, we have considered the following:

Table 22: Consideration of methodologies

Method	Considerations	Approach
Share trading	<ul style="list-style-type: none"> Although Duxton Farms has a relatively small free float and trading is moderately liquid, the market is reasonably well informed and as such recent trading prices of Duxton Farms shares provide an indication as to the market's expectation of future performance. In particular, share trading post-announcement of the Proposed Transaction, provides an indication of market pricing for the Proposed Merged Entity. In the near term Duxton Farms shares received as consideration for the Proposed Transaction could be sold at, or close to, the prevailing market price. If a Preference Shareholder chose to hold Duxton Farms shares longer term, that is a separate investment decision that is not the subject of this report. 	Selected
Asset based methods	<ul style="list-style-type: none"> The Proposed Merged Entity will have a material tangible asset base. In addition, historically Duxton Farms has regularly disclosed the net tangible asset backing per share to investors. We expect that investors will continue to review the net tangible asset backing per share as an important valuation metric. We have been provided with a pro-forma balance sheet from which the net tangible asset backing per share of the Proposed Merged Entity can be inferred. However, in reviewing the reasonableness of the book values presented, we are limited to publicly available information in respect of Duxton Farms. We have utilised an asset-based valuation assessment as a cross-check. 	Cross-check
Discounted cash flow	<ul style="list-style-type: none"> As our access to information for Duxton Farms is limited, we do not have a reasonable basis on which to estimate forecast cash flows for the Proposed Merged Entity. As such, we cannot employ a discounted cash flow methodology. 	Not considered

12 VALUATION OF DUXTON ORCHARDS

12.1 Valuation summary

We have assessed the market value of Duxton Orchards using the net assets method on a going concern basis, as summarised in the table below.

Table 23: Valuation summary

\$'000	Low	High
Reported net assets as at 31 December 2024	1,862	1,862
Adjustments		
- Loxton orchard	(1,862)	(1,862)
- Permanent water entitlements	(29)	(29)
- Lease adjustment	1,571	1,571
- Net loss six months to June 2025	(1,814)	(1,814)
- Nangwarry adjustment	-	-
Calculated net liabilities	(271)	(271)
Assessed net asset value	nil	nil

Source: Duxton Dairies and Leadenhall analysis

Our adjustments to the book value of net assets are described below.

12.2 Loxton Orchard

The book value of the Loxton Orchard is \$8.7 million. Leadenhall engaged Jason Oster of Knight Frank Valuations & Advisory South Australia ("**Knight Frank**"), an agricultural land valuation expert, to provide an opinion on the current market value of the Loxton Orchard (including water rights).

Mr Oster has assessed the current market value of the Loxton Orchard including water entitlements to be \$7.0 million, of which \$6.8 million is attributable to land and buildings, as set out in Appendix 7. The independent valuation is \$1.9 million lower than the book value as at 31 December 2024. We have therefore adjusted the net asset balance by this amount.

We have confirmed that Knight Frank and Mr Oster are independent of Duxton Orchards and that Mr Oster is competent in the assessment of agricultural land values. We have reviewed the valuation report prepared by Mr Oster and consider that the valuation approach adopted is appropriate for the purpose of our analysis.

12.3 Permanent water entitlements

The book value of Duxton Orchards' permanent water entitlements was \$0.25 million as at 31 December 2024. In the recent land valuation report, Knight Frank has separately valued the permanent water entitlements at \$0.22 million. The independent valuation of the water entitlements is \$0.03 million lower than the book value as at 31 December 2024. We have adjusted the net asset balance by this amount.

12.4 Lease adjustment

Duxton Orchards' reported net asset balance includes a \$7.7 million right of use asset and \$9.3 million in lease liabilities in relation to the Nangwarry Orchard and the Monarto processing facility. Because Duxton Orchards pays a market rental for the Nangwarry Orchard and the Monarto sale and lease back transaction was effectively a financing transaction we have removed the impact of these balances from the net asset value.

12.5 Net loss to June 2025

Our review of management accounts for Duxton Orchards as at 30 June 2025, indicates a net operating loss of \$1.8 million in the six months to June 2025. We note that the resulting adjusted net asset balance is in line with the unaudited 30 June management accounts.

12.6 Nangwarry Orchard

The Nangwarry Orchard is operated on leased land. The lease was negotiated at arm's length and as such we consider the lease to be at market rates. On this basis there is no asset or liability associated with a favourable or unfavourable lease agreement. We have also considered whether there is any value associated with the business operated at the Nangwarry orchard based on the following factors:

- ◆ **Historical losses:** the Duxton Orchards business has historically been loss making. We understand that historically losses are approximately equally attributable to the Loxton and Nangwarry orchards which we consider reasonable on the basis of the planted areas and the FY24 capitalised expenses for each orchard. Furthermore, we note that Duxton Orchards is operating at a loss for the year to date FY25 and there is no expectation that the financial performance will change significantly in the short term.
- ◆ **Repurposing potential:** the lease agreement states that the lessee (Duxton orchards) will use the Nangwarry orchard only for the conduct of an orchard to grow apples and activities related the growing of apples and for no other rural activities. Subject to first obtaining the written consent of the lessor, the lessee may use the Nangwarry orchard for the growing of orchard products other than apples. Given this, we consider the repurposing potential of the Nangwarry orchard to be limited. Furthermore, given the cost and time associated with repurposing compared to the remaining lease term (15 years) we do not consider that a potential acquirer of the Nangwarry orchard would make the necessary investment to repurpose the orchard without first securing an extension of the lease.
- ◆ **Strategic value:** market value only includes value derived from synergies to the extent that a pool of potential purchasers could achieve those synergies. Typically, synergy benefits that are available to a range of potential purchasers relate to cost savings. Between FY22 and FY24 Duxton orchards was loss making at a gross profit level. As such, even if a potential acquirer was able to eliminate all overhead expenses, there would still be nil value attributable to the Nangwarry orchard.

As a result of the above considerations, we do not expect that an unrelated third party would attribute any value (excluding special value) to the business operated at the Nangwarry orchard.

12.7 Assessed equity value of Duxton Orchards

Based on the analysis set out above, we have assessed the value of 100% of the equity in Duxton Orchards to be \$nil. The negative net asset value indicates that an orderly realisation approach may be appropriate. However, we note that the value on an orderly realisation basis will be less than the going concern value presented above.

12.8 Assessed value of a preference share

Since the assessed value of 100% of the equity in Duxton Orchards is \$nil the assessed value of a Duxton Orchards preference share is also \$nil.

13 VALUATION OF CONSIDERATION

13.1 Introduction

Preference Shareholders can elect to receive up to 20% of their consideration in cash. The quantum of any cash consideration is determined based on a Duxton Farms share price of \$1.25. The remaining consideration will be paid in Duxton Farms' scrip at 0.043 Duxton Farms shares per Duxton Orchards preference share.

We have valued the cash component at face value. We have determined the market value of the scrip component using an analysis of share market trading in Duxton Farms shares. We have cross-checked this against the implied discount or premium to net asset value. This assessment has been made on a minority interest basis (i.e. excluding a control premium) as Duxton Orchards' preference shareholders will be minority shareholders in Duxton Farms if the Proposed Merger proceeds.

13.2 Analysis of share market trading

Market trading in Duxton Farms shares is well informed and moderately liquid with an average daily traded value of \$111,546 and average daily volume of 94,418 over the last twelve months. We consider that this represents sufficiently liquid trading to make an analysis of recent share market trading a reasonable basis on which to determine the market value of a Duxton Farms share.

The consideration is comprised of post-Merger shares. As such we have primarily analysed trading in Duxton Farms shares since the announcement of the Proposed Merger on 26 June 2025. The table below summarises trading in Duxton Farms shares since the announcement of the Proposed Merger.

Table 24: post-announcement share price

Date	Volume	VWAP	Close
Thursday, 10 July 2025	17,473	1.03	1.05
Wednesday, 9 July 2025	94,673	1.02	1.01
Tuesday, 8 July 2025	32,861	0.98	1.01
Monday, 7 July 2025	34,651	1.00	1.00
Friday, 4 July 2025	261,987	0.99	0.99
Thursday, 3 July 2025	661,562	1.00	1.00
Wednesday, 2 July 2025	435,252	1.04	1.10
Tuesday, 1 July 2025	292,471	1.06	1.05
Monday, 30 June 2025	811,781	1.33	1.31
Friday, 27 June 2025	n/a	n/a	n/a
Thursday, 26 June 2025	n/a	n/a	n/a
Total	2,642,711	1.12	

Source: S&P Capital IQ and Leadenhall analysis

On 30 June 2025, the only date Duxton Farms shares were traded between the announcement of the Proposed Merger and the ex-dividend date (1 July 2025) of the special dividend, Duxton Farms' VWAP and closing price were slightly down on the previous close of \$1.35. All other things being equal, share prices decline on an ex-dividend date. Generally, the decline is similar to the amount of the dividend per share. Duxton Farms share price has declined to approximately \$1.00 since the ex-dividend date which is a decrease of \$0.33 to the VWAP on the day before the ex-dividend date. This decrease is greater than the special dividend amount of \$0.24 per share.

As a part of the Proposed Merger, Duxton Farms announced a fully underwritten institutional share placement to be settled on implementation of the Proposed Merger. Shares issued under the placement will be issued at a price of \$1.25. On the announcement date, 26 June 2025, the share placement was expected to raise approximately \$4 million, this was subsequently increased to \$4.55 million on 30 June 2025 due to increased demand. The placement has been supported by existing shareholders and a selection of new sophisticated investors.

Based on recent share market trading after the announcement of the Proposed Merger and the oversubscription of the share placement, we have assessed the value of a Duxton Farms share to be in the range of \$1.00 to \$1.25.

13.3 Cross-check

We have cross-checked our assessed equity value of the scrip consideration to the book value of NTA of the Proposed Merged Entity as at 31 December 2024. We adopted this date for consistency with the comparable companies and the pro-forma balance sheet for the Proposed Merged Entity.

Based on the assessed scrip value, the implied price to book ratio post-Merger is:

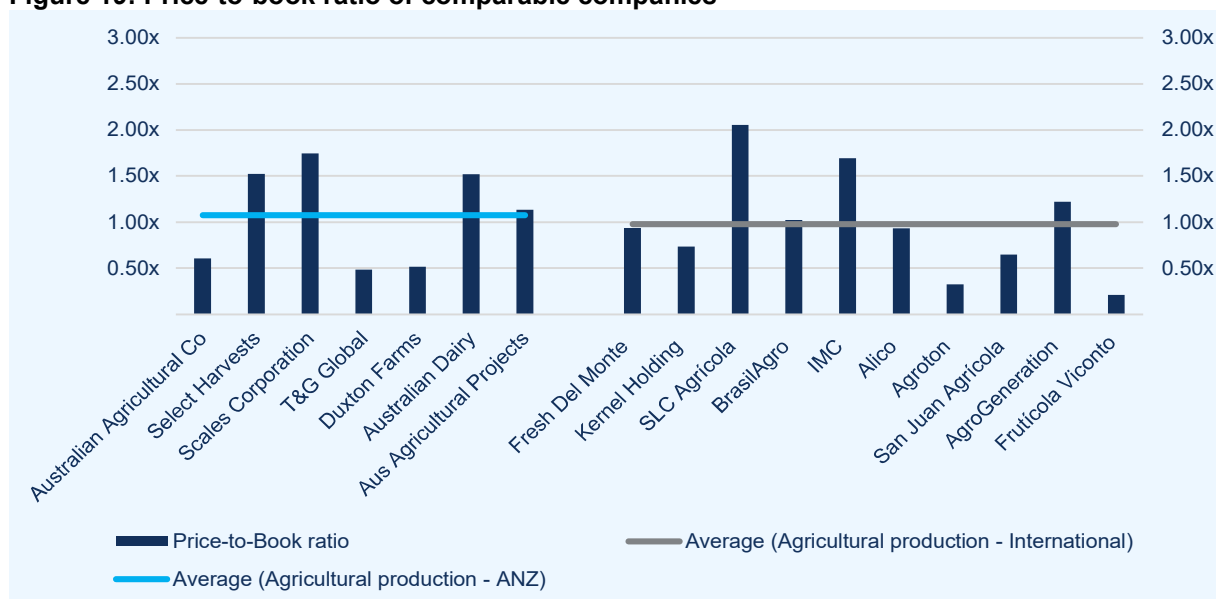
Table 25: Implied price-to-book ratio of Duxton Farms post-Merger

Shares issued	# shares (100% scrip)	# shares (80% scrip)
Duxton Farms shares (pre-Merger)	41,157,331	41,157,331
Placement	3,638,400	3,638,400
Consideration for Duxton Dried Fruits	31,457,754	25,166,203
Consideration for Duxton Bees	20,379,263	16,513,104
Consideration for Duxton Dairies	16,412,626	13,170,481
Consideration for Duxton Orchards	867,200	693,760
Duxton Farms shares (post-Merger)	113,912,574	100,339,279
Post-Merger pro-forma net tangible assets (\$'000)	186,843	186,843
Adjustment for cash consideration	16,967	-
Adjusted post-Merger pro-forma net tangible assets	203,810	186,843
NTA per share (\$)	1.79	1.86
Assessed value of a Duxton Farms share (\$)	1.00	1.25
Implied price to book	0.56x	0.67x

Source: Leadenhall analysis

We have compared the implied price to book ratio of Duxton Farms post-Merger to the price to book ratio of comparable companies as summarised below.

Figure 19: Price-to-book ratio of comparable companies



Source: S&P Capital IQ and Leadenhall analysis

In reviewing the cross-check, we have considered the following factors:

- ◆ Factors that can contribute to shares trading below NTA per share include:
 - Poor operational performance
 - Low liquidity
 - Limited appeal to institutional investors
 - Limited investment analyst coverage
 - Small size
 - Highly leveraged
- ◆ Australian Agricultural Company Ltd (“**AACo**”), T&G Global and Duxton Farms all have a price to book ratio of less than one. This is likely due to the fact that Duxton Farms and AACo have consistently operated at a loss, have a relatively low free float (the largest two investors in AACo and Duxton Farms hold 75% and 55% of shares respectively), have no institutional investors and limited investment analyst coverage. It is a similar situation for T&G Global although it has been profitable over the last five years (excluding FY23 due to weather conditions), the two largest investors own 93.98% of shares and the business is highly leveraged.
- ◆ The other comparable companies operating in Australia and New Zealand have price to book values that are greater than one. However, each of these companies operates a more diversified business or different business model which likely contributes to the higher ratio as summarised below:
 - **Select Harvests:** owns and operates almond orchards. Whilst Select Harvests owns a number of orchards, it also leases a material number of orchards. The net tangible asset value of Select Harvests is therefore lower than if it generated the same output from orchards that were 100% owned. This results in a higher price to book ratio.
 - **Scales Corporation:** in addition to apple orchards, Scales Corporation also operates a pet food ingredient manufacturing business and a logistics business which combined contributed more than 50% of FY24 EBITDA.
 - **Australian Dairy:** in addition to its dairy operations, Australian Dairy also has a relatively early-stage infant formula manufacturing business.
 - **Australian Agricultural Projects:** leases olive orchards to growers and produces olive oil. Revenue is derived from management fees, revenue share from production and lease payments by the growers. The leasing to growers is operated as a managed investment scheme.
- ◆ In relation to the two international companies with the highest price to book ratio:
 - **SLC Agricola:** 66.2% of the planted area managed by Agricola is on leased or joint venture land. The net tangible asset value of SLC Agricola is therefore lower than if it generated the same output from land that was 100% owned. This results in a higher price to book ratio.
 - **IMC:** leases a material amount of productive land and also operates a grain elevator and storage warehouses. As noted above, leased land results in a higher price to book ratio.

Based on the above we consider it reasonable that the implied price to book ratio of Duxton Farms, after the Proposed Merger, is less than one. Furthermore, we do not consider it unreasonable that the implied price to book ratio is higher than the historical price to book ratios of AACo., T&G Global and Duxton Farms since there will likely be a higher free float, the larger scale may attract institutional investors and Duxton Bees is less land intensive. As such, we consider the cross-check is broadly supportive of our assessed value of the scrip consideration.

13.4 Conclusion

Based on the analysis set out above we have assessed the value of the consideration per Duxton Orchards preference share as set out in the table below.

Table 26: Assessed value of consideration

Component	100% Scrip		80% Scrip	
	Low	High	Low	High
Value of scrip consideration (\$)				
Value of a Duxton Farms share (\$)	1.00	1.25	1.00	1.25
Number of Duxton Farms share per Duxton Orchards preference share	0.043	0.043	0.043	0.043
% scrip consideration	100%	100%	80%	80%
Value of scrip consideration	0.04	0.05	0.03	0.04
Value of cash consideration (\$)				
Conversion price for cash consideration	1.25	1.25	1.25	1.25
Number of Duxton Farms share per Duxton Orchards preference share	0.043	0.043	0.043	0.043
% cash consideration	0%	0%	20%	20%
Value of cash consideration	-	-	0.01	0.01
Total value of consideration per Duxton Orchards share (\$)	0.04	0.05	0.05	0.05

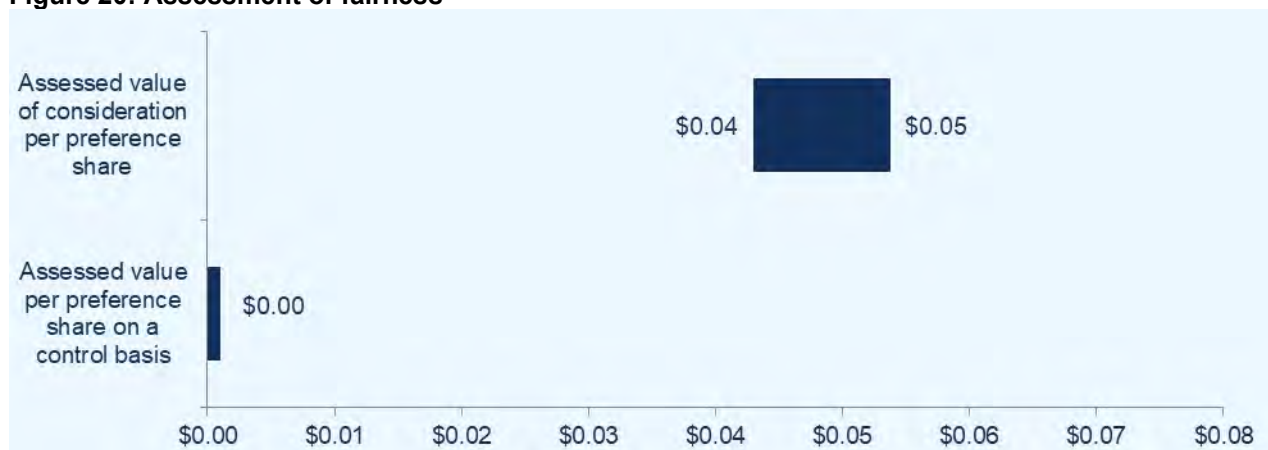
Source: Leadenhall analysis

14 EVALUATION

14.1 Fairness

In order to assess whether the Proposed Transaction is fair, we have compared our assessed market value of a Duxton Orchards preference share before the Proposed Transaction on a control basis (i.e. including a control premium) with our assessed value of the consideration to be paid.

Figure 20: Assessment of fairness



Source: Leadenhall analysis

As the assessed value of the consideration exceeds the control value of a Duxton Orchards preference share, we have assessed the Proposed Transaction as fair.

14.2 Reasonableness

We have defined the Proposed Transaction as reasonable if it is fair, or if despite not being fair, there are sufficient reasons for Duxton Orchards' preference shareholders to vote for the proposal. We have therefore considered the following advantages and disadvantages of the Proposed Transaction to Preference Shareholders.

Advantages

The main advantages of the Proposed Transaction are:

Increased scale and diversification

The scrip component of the consideration allows Preference Shareholders to gain exposure to the combined business with increased scale, more diversified revenue and the potential for growth over the medium term with the combined capabilities of the Merger Entities. Furthermore, increased scale and diversification could result in Duxton Farms shares trading at a lower discount to NTA over the medium term, other things being equal.

Increased liquidity

Duxton Orchards is a private company that has not historically provided liquidity options for Preference Shareholders to sell their shares. Duxton Farms is listed on the ASX and historically share trading has been moderately liquid. The issue of consideration shares will therefore increase liquidity for former Preference Shareholders. Implementation of the Proposed Merger may also increase the liquidity of Duxton Farms shares. We note that some Preference Shareholders will be subject to escrow conditions which would limit the liquidity of consideration shares received in the short term.

Access to capital

Listed companies often have greater access to capital than private companies. Given that the Duxton Orchards business is currently loss making, additional capital is likely to be required in the future to fund ongoing operations. Furthermore, the increased size and scale of the Proposed Merged Entity may make Duxton Farms more attractive to institutional investors.

Retained exposure to sector

The scrip component of the consideration allows for Duxton Orchards' preference shareholders to retain exposure to the agricultural sector, albeit a broader and more diversified agricultural business.

No superior offer

At the time of writing this report we understand that an unrelated third party is conducting due diligence on the Duxton Orchards business. The party conducting due diligence has not currently committed to an offer to acquire Duxton Orchards that is capable of assessment by the Board or the independent expert. Should these circumstances change prior to the shareholders meeting convened to approve the Proposed Transaction, we will consider whether a supplementary report should be prepared and distributed to Shareholders.

Benefit of synergies

Given the large proportion of scrip consideration, Duxton Orchards' preference shareholders will benefit from any increase in the Duxton Farms share price due to the realisation of synergies. Duxton Farms has not publicly stated the quantum of any expected synergy benefits.

Disadvantages

The main disadvantages of the Proposed Transaction are:

Uncertainty of scrip consideration

Inherently, the value of scrip-based consideration is less certain than cash consideration and some Preference Shareholders may not wish to take on this risk. Whilst we expect that the enlarged and diversified Proposed Merged Entity may trade at a smaller discount to NTA in the future, there is no guarantee that this will happen. Furthermore, it is possible that if a significant number of Merger Entity shareholders try to sell their consideration shares post-transaction, the volume could temporarily depress the share price of Duxton Farms below our assessed valuation range.

Change in investment exposure

Some Preference Shareholders may have invested in Duxton Orchards because of specific attributes of the business. These investors may not wish to diversify their investment exposure by way of the Proposed Merger.

Tax leakage

If Preference Shareholders approve the Proposed Transaction, this may accelerate tax leakage on this investment for some Preference Shareholders that would otherwise be deferred in the absence of the Proposed Transaction. The tax implications may vary for individual Preference Shareholders. Preference Shareholders should seek their own independent advice as to any potential tax implications of the Proposed Transaction.

14.3 Opinion

As the Proposed Transaction is fair and reasonable to Preference Shareholders, it is therefore in their best interests.

An individual shareholder's decision in relation to the Proposed Transaction may be influenced by their own particular circumstances. If in doubt, the shareholder should consult an independent financial adviser.

APPENDIX 1: GLOSSARY

Term	Meaning
ASIC	Australian Securities and Investments Commission
ASX	ASX Limited
AUD	Australian Dollar
CAGR	Compound Annual Growth Rate
CAPM	Capital Asset Pricing Model
Corporations Act	The Corporations Act 2001
Duxton Apples	Duxton Apples Pty Ltd
Duxton Bees	Duxton Bees Pty Ltd
Duxton Walnuts	Duxton Dairies (Cobram) Pty Ltd
Duxton Dried Fruits	Duxton Dried Fruits Pty Ltd
Duxton Farms	Duxton Farms Ltd
Duxton Orchards	Duxton Orchards Pty Ltd
Duxton Services	Duxton Capital Services Pty Ltd
Duxton Capital	Duxton Capital (Australia) Pty Ltd
DLOM	Discount for lack of marketability
EBIT	Earnings before interest and tax
EBITDA	Earnings before interest, tax, depreciation and amortisation
ENSO	El Niño Southern Oscillation
FOS	Financial Ombudsman Service
FSG	Financial Services Guide
FY	Financial year
IPO	Initial public offering
Item 7	Item 7 of Section 611 of the Corporations Act
Knight Frank	Knight Frank Valuations & Advisory South Australia
Leadenhall	Leadenhall Corporate Advisory Pty Ltd
Market value	The price, expressed in terms of cash equivalents, at which property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arms' length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts
Merger Entities	Each of the entities subject to the merger proposal
ML	Megalitres
NPAT	Net profit after tax
NTLC	Northern Territory Land Corporation
OTC	Over-the counter
P / E	Price to Earnings
Part 3	Part 3 of Schedule 8 of the Corporations Regulations 2001 (Cwlth)
PBT	Profit before tax
Preference Shareholders	Holders of preference shares in Duxton Orchards that are not already owned by Duxton Farms
Proposed Merged Entity	Duxton Farms after the Proposed Merger
Proposed Merger	The proposed acquisition by Duxton Farms of Duxton Bees, Duxton Dried Fruits, Duxton Walnuts and potentially Duxton Orchards
Proposed Transaction	The potential acquisition by all the issued preference shares in Duxton Orchards by Duxton Farms
RG111	Regulatory Guide 111: Content of Expert Reports
s411	Section 411 of the Corporations Act 2001

Term	Meaning
SEC	Securities and Exchange Commission
US	United States of America
USD	US Dollar
WACC	Weighted Average Cost of Capital

APPENDIX 2: VALUATION METHODOLOGIES

In preparing this report we have considered valuation methods commonly used in practice and those recommended by RG 111. These methods include:

- ◆ The discounted cash flow method
- ◆ The capitalisation of earnings method
- ◆ Asset based methods
- ◆ Analysis of share market trading
- ◆ Industry specific rules of thumb

The selection of an appropriate valuation method to estimate fair market value should be guided by the actual practices adopted by potential acquirers of the company involved.

Discounted cash flow method

Description

Of the various methods noted above, the discounted cash flow method has the strongest theoretical standing. It is also widely used in practice by corporate acquirers and company analysts. The discounted cash flow method estimates the value of a business by discounting expected future cash flows to a present value using an appropriate discount rate. A discounted cash flow valuation requires:

- ◆ A forecast of expected future cash flows
- ◆ An appropriate discount rate

It is necessary to project cash flows over a suitable period of time (generally regarded as being at least five years) to arrive at the net cash flow in each period. For a finite life project or asset this would need to be done for the life of the project. This can be a difficult exercise requiring a significant number of assumptions such as revenue growth, future margins, capital expenditure requirements, working capital movements and taxation.

The discount rate used represents the risk of achieving the projected future cash flows and the time value of money. The projected future cash flows are then valued in current day terms using the discount rate selected.

The discounted cash flow method is often sensitive to a number of key assumptions such as revenue growth, future margins, capital investment, terminal growth and the discount rate. All of these assumptions can be highly subjective sometimes leading to a valuation conclusion presented as a range that is too wide to be useful.

Use of the discounted cash flow method

A discounted cash flow approach is usually preferred when valuing:

- ◆ Early-stage companies or projects
- ◆ Limited life assets such as a mine or toll concession
- ◆ Companies where significant growth is expected in future cash flows
- ◆ Projects with volatile earnings

It may also be preferred if other methods are not suitable, for example if there is a lack of reliable evidence to support a capitalisation of earnings approach. However, it may not be appropriate if:

- ◆ Reliable forecasts of cash flow are not available and cannot be determined
- ◆ There is an inadequate return on investment, in which case a higher value may be realised by liquidating the assets than through continuing the business

Capitalisation of earnings method

Description

The capitalisation of earnings method is a commonly used valuation methodology that involves determining a future maintainable earnings figure for a business and multiplying that figure by an appropriate capitalisation multiple. This methodology is generally considered a short form of a discounted cash flow, where a single representative earnings figure is capitalised, rather than a stream of individual cash flows being discounted. The capitalisation of earnings methodology involves the determination of:

- ◆ A level of future maintainable earnings
- ◆ An appropriate capitalisation rate or multiple.

A multiple can be applied to any of the following measures of earnings:

- ◆ **Revenue** – most commonly used for companies that do not make a positive EBITDA or as a cross-check of a valuation conclusion derived using another method.
- ◆ **EBITDA** - most appropriate where depreciation distorts earnings, for example in a company that has a significant level of depreciating assets but little ongoing capital expenditure requirement.
- ◆ **EBITA** - in most cases EBITA will be more reliable than EBITDA as it takes account of the capital intensity of the business.
- ◆ **EBIT** - whilst commonly used in practice, multiples of EBITA are usually more reliable as they remove the impact of amortisation which is a non-cash accounting entry that does not reflect a need for future capital investment (unlike depreciation).
- ◆ **NPAT** - relevant in valuing businesses where interest is a major part of the overall earnings of the group (e.g. financial services businesses such as banks).

Multiples of EBITDA, EBITA and EBIT are commonly used to value whole businesses for acquisition purposes where gearing is in the control of the acquirer. In contrast, NPAT (or P/E) multiples are often used for valuing minority interests in a company.

The multiple selected to apply to maintainable earnings reflects expectations about future growth, risk and the time value of money all wrapped up in a single number. Multiples can be derived from three main sources. Using the guideline public company method, market multiples are derived from the trading prices of stocks of companies that are engaged in the same or similar lines of business and that are actively traded on a free and open market, such as the ASX. The merger and acquisition method is a method whereby multiples are derived from transactions of significant interests in companies engaged in the same or similar lines of business. It is also possible to build a multiple from first principles.

Use of the capitalisation of earnings method

The capitalisation of earnings method is widely used in practice. It is particularly appropriate for valuing companies with a relatively stable historical earnings pattern which is expected to continue. This method is less appropriate for valuing companies or assets if:

- ◆ There are no suitable listed company or transaction benchmarks for comparison
- ◆ The asset has a limited life
- ◆ Future earnings or cash flows are expected to be volatile
- ◆ There are negative earnings, or the earnings of a business are insufficient to justify a value exceeding the value of the underlying net assets

Asset based methods

Description

Asset based valuation methods estimate the value of a company based on the realisable value of its net assets, less its liabilities. There are a number of asset based methods including:

- ◆ Orderly realisation
- ◆ Liquidation value
- ◆ Net assets on a going concern basis
- ◆ Replacement cost
- ◆ Reproduction cost

The orderly realisation of assets method estimates fair market value by determining the amount that would be distributed to shareholders, after payment of all liabilities including realisation costs and taxation charges that arise, assuming the company is wound up in an orderly manner. The liquidation method is similar to the orderly realisation of assets method except the liquidation method assumes the assets are sold in a shorter time frame. Since wind up or liquidation of the company may not be contemplated, these methods in their strictest form may not necessarily be appropriate. The net assets on a going concern basis method estimates the market values of the net assets of a company but does not take account of realisation costs.

The asset / cost approach is generally used when the value of the business' assets exceeds the present value of the cash flows expected to be derived from the ongoing business operations, or the nature of the business is to hold or invest in assets. It is important to note that the asset approach may still be the relevant approach even if an asset is making a profit. If an asset is making less than an economic rate of return and there is no realistic prospect of it making an economic return in the foreseeable future, an asset approach would be the most appropriate method.

Use of asset based methods

An asset-based approach is a suitable valuation method when:

- ◆ An enterprise is loss making and is not expected to become profitable in the foreseeable future
- ◆ Assets are employed profitably but earn less than the cost of capital
- ◆ A significant portion of the company's assets are composed of liquid assets or other investments (such as marketable securities and real estate investments)
- ◆ It is relatively easy to enter the industry (for example, small machine shops and retail establishments)

Asset based methods are not appropriate if:

- ◆ The ownership interest being valued is not a controlling interest, has no ability to cause the sale of the company's assets and the major holders are not planning to sell the company's assets
- ◆ A business has (or is expected to have) an adequate return on capital, such that the value of its future income stream exceeds the value of its assets

Analysis of share trading

The most recent share trading history provides evidence of the fair market value of the shares in a company where they are publicly traded in an informed and liquid market. There should also be some similarity between the size of the parcel of shares being valued and those being traded. Where a company's shares are publicly traded then an analysis of recent trading prices should be considered, at least as a cross-check to other valuation methods.

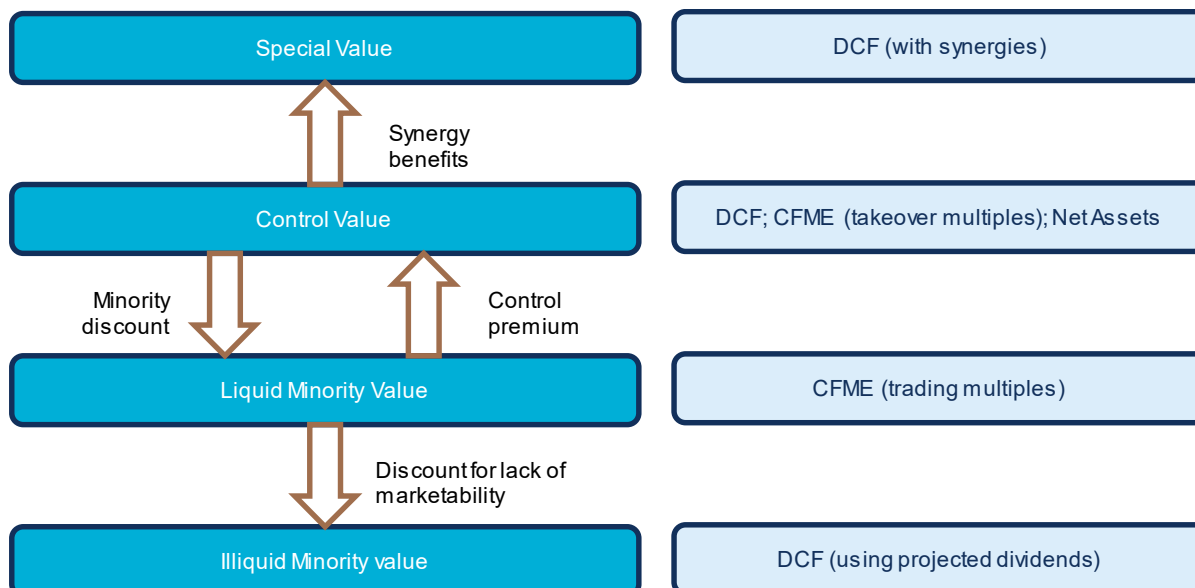
Industry specific rules of thumb

Industry specific rules of thumb are used in certain industries. These methods typically involve a multiple of an operating figure such as eyeballs for internet businesses, numbers of beds for hotels etc. These methods are typically fairly crude and are therefore usually only appropriate as a cross-check to a valuation determined using an alternative method.

APPENDIX 3: LEVELS OF VALUE

Background

When valuing a company there are various conceptual levels of value that can be determined depending on the method selected and the assumptions applied. These levels are highlighted in the diagram below. It is important to be aware of the level of value determined by any valuation technique and to ensure that it is consistent with the subject of the valuation.



The key differences between these levels of value are the control premium and the discount for lack of marketability. The opposite of a control premium is a minority discount (also known as a discount for lack of control). These are discussed further in:

- ◆ Appendix 4 Control Premium
- ◆ Appendix 5 Marketability

Each of these levels of value and the valuation techniques for deriving them are discussed below. It is also possible to determine the value at any of the levels by starting at a different level of value and then applying the relevant discounts and/or premiums to obtain the required level of value. For example, an illiquid minority value could be determined by using a discounted cash flow method to determine a control value and then deducting an appropriate minority discount and a discount for lack of marketability.

Special value

The highest level of value is referred to as special value. This is the value of a company to a particular purchaser, where that purchaser is able to enjoy benefits of owning the company that are not available to other potential owners. Special value is not typically observed as a buyer would not benefit its own shareholders if it paid the full amount of special value in a transaction. However, in contested takeover situations transactions often take place at a price that is higher than the stand-alone control value, meaning the value of some synergies is paid by the bidder to the target's shareholders. The definitions of Fair Market Value specifically excludes any special value.

Special value can be estimated using a discounted cash flow analysis. This analysis would include the expected synergy benefits in the forecast cash flows.

Control value

The next level of value is the stand-alone control value. This represents the value of the whole of an entity, without considering any potential synergy benefits. The benefits of controlling an enterprise are discussed further in Appendix 4. A control value can be determined using one of the following approaches:

- ◆ Discounted cash flow (using free cash flow to the business or to equity)
- ◆ Capitalisation of earnings, using multiples for comparable transactions
- ◆ Capitalisation of earnings, using multiples derived from first principles (analogous to a discounted cash flow)
- ◆ A net asset based approach

It is possible that transactions involving comparable entities include some element of payment for synergies. Thus, using multiples determined by this method may provide a valuation that is higher than a stand-alone control value. It is therefore necessary to consider the nature of the buyer and the details of the transaction before accepting a comparable transaction as evidence of a control value.

Liquid minority value

This is the most frequently observed level of value as it is consistent with market trading on public exchanges. It can be determined directly by the application of the capitalisation of maintainable earnings, where the multiple used is determined based on market prices of comparable companies.

Illiquid minority value

This represents a minority holding in a private company. Such a stake can be difficult to sell and often offers little ability to influence the operations of the business. This level of value is mostly commonly estimated by reference to a higher level of value and the application of discounts. However, it can be estimated directly either by considering comparable transactions involving similar assets or the application of a discounted cash flow analysis based on expected cash flows to the minority owner. In some cases, the shareholders' agreement can restrict the transfer and sale of shares to third parties which increases the applicable discount.

APPENDIX 4: CONTROL PREMIUM

The outbreak of COVID-19 and the consequential general decline in share prices is likely to have an impact on implied control premiums in the current environment. Although there is anecdotal evidence from previous economic downturns of control premiums being higher than the long-term average in times of economic distress, it is difficult to quantify the impact of the current environment on long-term estimates based on currently available data. We have therefore presented our analysis of control premiums prior to the outbreak of COVID-19 noting that any reasonable range of control premiums does not impact our conclusion.

Background

As discussed above, the difference between the control value and the liquid minority value of a security is the control premium. The inverse of a control premium is a minority discount (also known as a discount for lack of control). A control premium is said to exist because the holder of a controlling stake has several rights that a minority holder does not enjoy (subject to shareholders agreements and other legal constraints), including the ability to:

- ◆ Appoint or change operational management
- ◆ Appoint or change members of the board
- ◆ Determine management compensation
- ◆ Determine owner's remuneration, including remuneration to related party employees
- ◆ Determine the size and timing of dividends
- ◆ Control the dissemination of information about the company
- ◆ Set strategic focus of the organisation, including acquisitions, divestments and any restructuring
- ◆ Set the financial structure of the company (debt / equity mix)
- ◆ Block any or all of the above actions

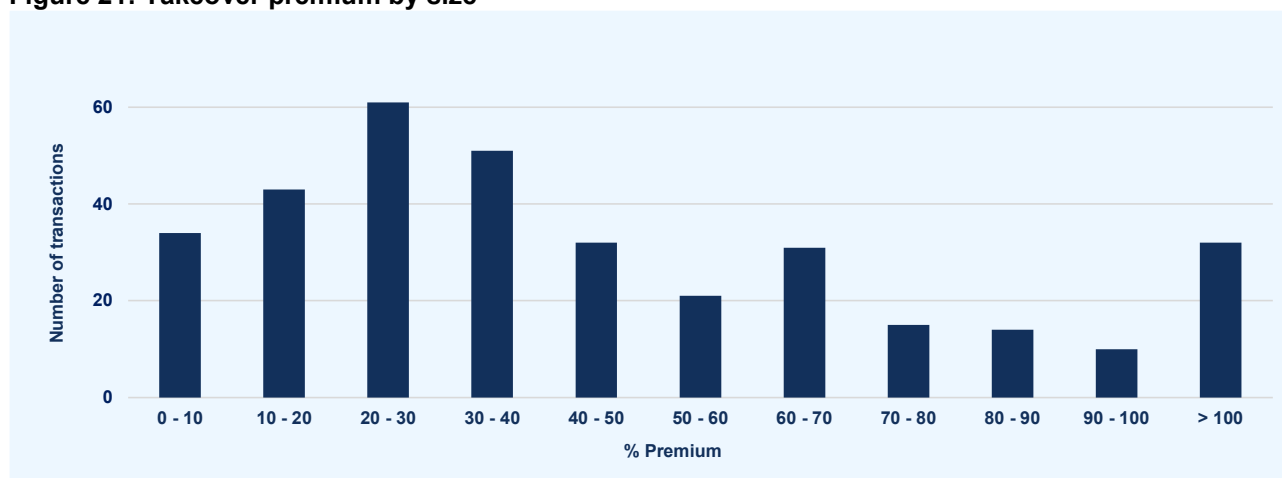
The most common approach to quantifying a control premium is to analyse the size of premiums implied from prices paid in corporate takeovers. Another method is the comparison between prices of voting and non-voting shares in the same company. We note that the size of the control premium should generally be an outcome of a valuation and not an input into one, as there is significant judgement involved.

Takeover Premiums

Dispersion of premiums

The following chart shows the spread of premiums paid in takeovers between 2012 and 2021. We note that these takeover premiums may not be purely control premiums, for example the very high premiums are likely to include synergy benefits, while the very low premiums may be influenced by share prices rising in anticipation of a bid.

Figure 21: Takeover premium by size



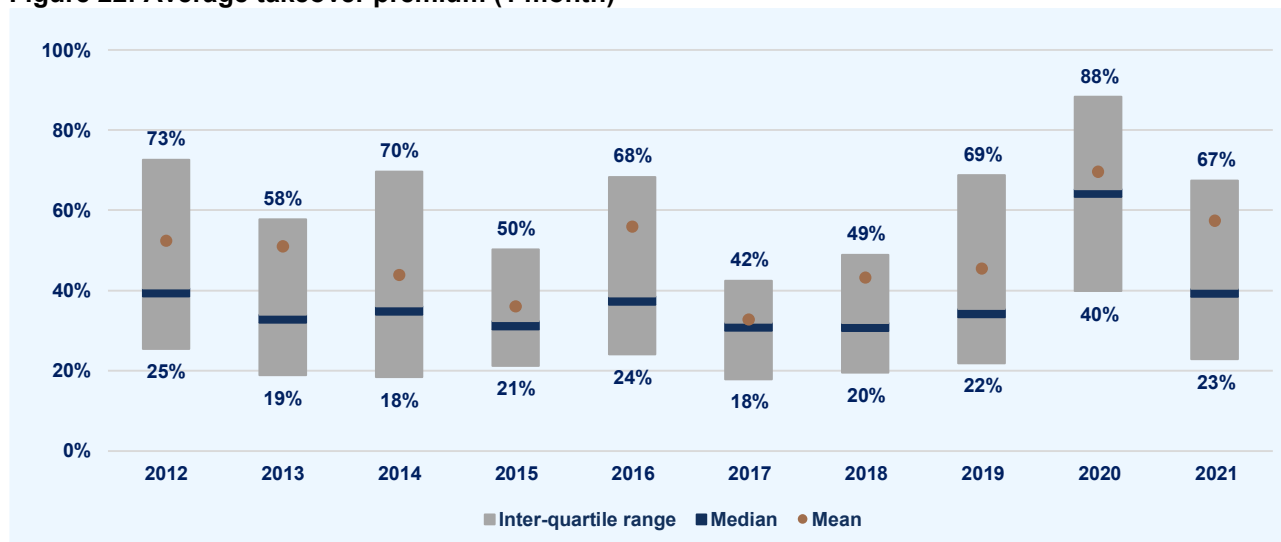
Sources: S&P Capital IQ, Leadenhall analysis

This chart highlights the dispersion of premiums paid in takeovers. The chart shows a long tail of high premium transactions, although the most common recorded premiums are in the range of 20% to 40%, with approximately 65% of all premiums falling in the range of 0% to 50%.

Premiums over time

The following chart shows the average premium paid in completed takeovers compared to the price one month before the initial announcement.

Figure 22: Average takeover premium (1 month)



Sources: S&P Capital IQ, Leadenhall analysis

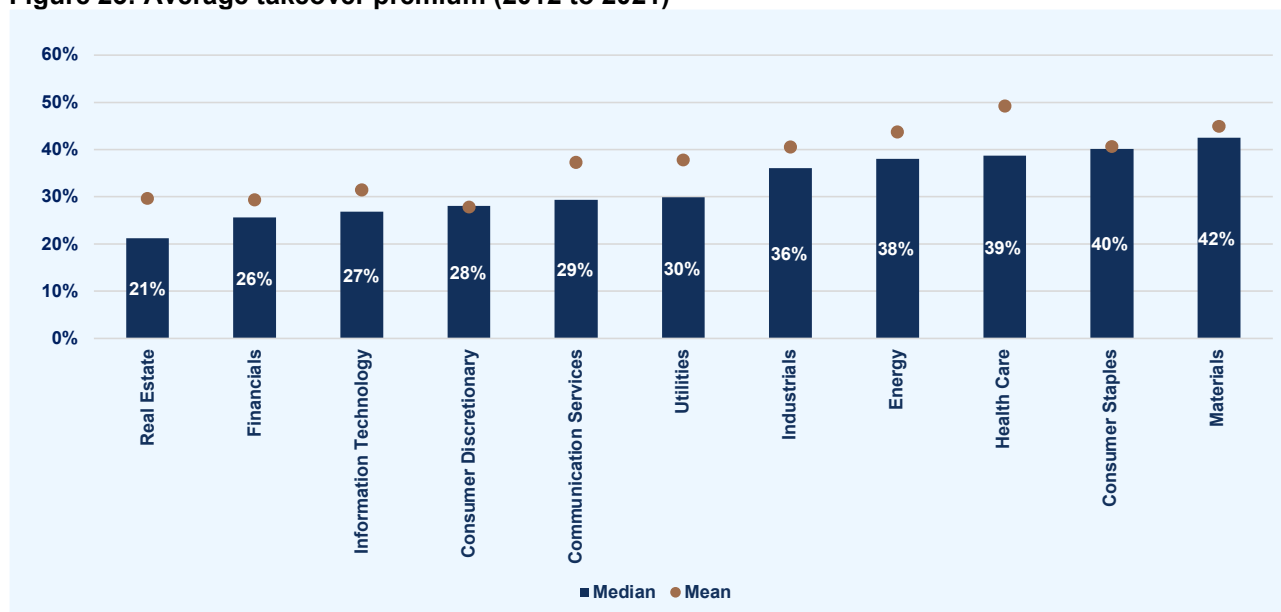
Note: The average premiums presented above exclude transactions with implied control premiums below zero and transactions which we consider to be outliers.

The chart indicates that while premiums vary over time, there is no clearly discernible pattern. The mean is higher than the median due to a small number of high premiums.

Premiums by industry

The following chart shows the average takeover premium by industry, compared to the share price one month before the takeover was announced. Most industries show an average premium of 20% to 40%.

Figure 23: Average takeover premium (2012 to 2021)



Sources: S&P Capital IQ, Leadenhall analysis

Note: The average premiums presented above exclude specific transactions with implied control premiums below zero or over 100% which we consider to be outliers.

Key factors that generally lead to higher premiums being observed include:

- ◆ Competitive tension arising from more than one party presenting a takeover offer.
- ◆ Favourable trading conditions in certain industries (e.g. recent mining and tech booms).
- ◆ Significant synergistic special or strategic value.
- ◆ Scrip offers where the price of the acquiring entity's shares increases between announcement and completion.

Industry Practice

In Australia, industry practice is to apply a control premium in the range of 20% to 40%, as shown in the following list quoting ranges noted in various independent experts' reports.

- ◆ Deloitte - 20% to 40%
- ◆ Ernst & Young - 20% to 40%
- ◆ Grant Samuel - 20% to 35%
- ◆ KPMG - 25% to 35%
- ◆ Loneragan Edwards - 30 to 35%
- ◆ PwC - 20% to 40%

The range of control premiums shown above is consistent with most academic and professional literature on the topic.

Alternative View

Whilst common practice is to accept the existence of a control premium in the order of 20% to 40%, certain industry practitioners (particularly in the US) disagree with the validity of this conclusion. Those with an alternate viewpoint to the fact that very few listed companies are acquired each year as evidence that 100% of a company is not necessarily worth more than the proportionate value of a small interest. Those practitioners agree that the reason we see some takeovers at a premium is that if a company is not well run, there is a control premium related to the difference in value between a hypothetical well-run company and the company being run as it is.

Impact of Methodologies Used

The requirement for an explicit valuation adjustment for a control premium depends on the valuation methodology and approach adopted and the level of value to be examined. It may be necessary to apply a control premium to the value of a liquid minority value to determine the control value. Alternatively, in order to estimate the value of a minority interest, it may be necessary to apply a minority discount to a proportional interest in the control value of the company.

Discounted cash flow

The discounted cash flow methodology generally assumes control of the cash flows generated by the assets being valued. Accordingly, such valuations reflect a premium for control. Where a minority value is sought a minority discount must therefore be applied. The most common exception to this is where a discounted dividend model has been used to directly determine the value of an illiquid minority holding.

Capitalisation of earnings

Depending on the type of multiple selected, the capitalisation of earnings methodology can reflect a control value (transaction multiples) or a liquid minority value (listed company trading multiples).

Asset based methodologies

Asset based methodologies implicitly assume control of the assets being valued. Accordingly, such valuations reflect a control value.

Intermediate Levels of Ownership

There are a number of intermediate levels of ownership between a portfolio interest and 100% ownership. Different levels of ownership/strategic stakes will confer different degrees of control and rights as shown below.

- ◆ 90% - can compulsory purchase remaining shares if certain conditions are satisfied
- ◆ 75% - power to pass special resolutions
- ◆ 50% - gives control depending on the structure of other interests (but not absolute control)
- ◆ 25% - ability to block a special resolution
- ◆ 20% - power to elect directors, generally gives significant influence, depending on other shareholding blocks
- ◆ < 20% generally has only limited influence

Conceptually, the value of each of these interests lies somewhere between the portfolio value (liquid minority value) and the value of a 100% interest (control value). Each of these levels confers different degrees of control and therefore different levels of control premium or minority discount.

50%

For all practical purposes, a 50% interest confers a similar level of control to holdings of greater than 50%, at least where the balance of the shares is listed and widely held. Where there are other significant holders, such as in a 50/50 joint venture, 50% interests involve different considerations depending upon the particular circumstances.

Strategic parcels do not always attract a control premium. In fact, if there is no bidder, the owner may be forced to sell the shares through the share market, usually at a discount to the prevailing market price. This reflects the fact that the sale of a parcel of shares significantly larger than the average number of shares traded on an average day in a particular stock generally causes a stock overhang, therefore there is more stock available for sale than there are buyers for the stock and in order to clear the level of stock available, the share price is usually reduced by what is referred to as a blockage discount.

20% to 50%

Holdings of less than 50% but more than 20% can confer a significant degree of influence on the owner. If the balance of shareholders is widely spread, a holding of less than 50% can still convey effective control of the business. However, it may not provide direct ownership of assets or access to cash flow. This level of holding has a strategic value because it may allow the holder significant influence over the company's management, possibly additional access to information and a board seat.

<20%

Holdings of less than 20% are rarely considered strategic and would normally be valued in the same way as a portfolio interest given the stake would not be able to pass any ordinary or special resolution on their own if they were against the interests of the other shareholders. Depending on the circumstances, a blockage discount may also apply.

As explained above, the amount of control premium or minority discount that would apply in specific circumstances is highly subjective. In relation to the appropriate level of control premium, Aswath Damodaran notes "the value of controlling a firm has to lie in being able to run it differently (and better)". A controlling shareholder will be able to implement their desired changes. However, it is not certain that a non-controlling shareholder would be able to implement changes they desired. Thus, following the logic of Damodaran and the fact that the strategic value of the holding typically diminishes as the level of holding decreases, the appropriate control premium for a non-controlling shareholder should be lower than that control premium for a controlling stake.

Key Factors in Determining a Reasonable Control Premium

Key factors to consider in determining a reasonable control premium include:

- ◆ **Size of holding** – Generally, larger stakes attract a higher control premium
- ◆ **Other holdings** – The dispersion of other shareholders is highly relevant to the ability for a major shareholder to exert control. The wider dispersed other holdings are, the higher the control premium
- ◆ **Industry premiums** – Evidence of premiums recently paid in a given industry can indicate the level of premium that may be appropriate
- ◆ **Size** – medium sized businesses in a consolidating industry are likely to be acquired at a larger premium than other businesses
- ◆ **Dividends** – a high dividend pay-out generally leads to a low premium for control
- ◆ **Gearing** – a company that is not optimally geared may attract a higher premium than otherwise, as the incoming shareholder has the opportunity to adjust the financing structure
- ◆ **Board** – the ability to appoint directors would increase the control premium attaching to a given parcel of shares. The existence of independent directors would tend to decrease the level of premium as this may serve to reduce any oppression of minority interests and therefore support the level of the illiquid minority value
- ◆ **Shareholders' agreement** - the existence and contents of a shareholder's agreement, with any protection such as tag along and drag along rights offered to minority shareholders lowers the appropriate control premium.

APPENDIX 5: MARKETABILITY

Introduction

Non-controlling interests in unlisted companies generally sell at a discount to the price of comparable listed securities. This difference is known as the discount for lack of marketability ("DLOM") or liquidity discount. It arises because investors place a significant value on liquidity – the ability to sell an investment quickly at a reasonable price. DLOMs generally fall in the range between 10% and 40%. However, there are circumstances where the appropriate discount could be significantly in excess of 40%.

Evidence for DLOM

Restricted stock studies

Many US companies with publicly traded stocks also issue shares that are subject to resale and transfer restrictions (restricted stock). These shares are identical to the publicly traded shares in all respects except for the lack of registration and the restrictions on trading. There have been many studies that compare the prices of restricted stock transactions to the public market trading prices of the freely traded securities on the same day. As the shares are identical in every respect except for their trading status, the difference is solely due to the illiquidity or lack of marketability of the restricted stock. The following table, compiled by John Stockdale, Sr., summarises a number of such studies.

Study	Period	Number of companies	DLOM	
			Mean	Median
SEC Institutional Investor	1966 – 1969	398	24%	-
Gelman	1968 – 1970	89	33%	33%
Moroney	1968 – 1970	145	36%	33%
Maher	1969 – 1973	34	36%	33%
Trout	1968 – 1970	60	34%	-
Standard Research Consultants	1978 – 1982	28	-	45%
Johnson & Racette	1967 – 1973	86	34%	-
Williamette Management Associates	1981 – 1984	33	-	31%
Wruck – Registered	1979 – 1984	36	-4%	2%
Wruck – Unregistered	1979 – 1984	37	14%	12%
Silber	1981 – 1988	69	34%	-
Hertzel & Smith	1980 – 1987	106	20%	13%
Management Planning Inc.	1980 – 1995	49	28%	29%
Johnson	1991 – 1995	72	20%	-
Columbia Financial Advisers	1996 – 1997	23	21%	14%
Columbia Financial Advisers	1997 – 1998	15	13%	9%
Bajaj, Dennis, Ferris & Sarin	1990 – 1995	88	22%	21%
FMV database	1980 – 1997	243	23%	21%
FMV database	1997 – 2007	311	21%	16%
FMV database	2007 – 2008	43	9%	6%
Finnerty	1991 – 1997	101	20%	16%
Wu	1986 – 1997	301	9%	20%
Barclay, Holderness & Sheehan	1979 – 1997	594	19%	17%
Trugman Associates	2007 – 2008	80	18%	14%

Source: BVR's Guide to Discounts for Lack of Marketability, John Stockdale, Sr.

The more recent studies tend to show a smaller level of discount due to the Securities and Exchange Commission ("SEC") relaxing the conditions attached to restricted stock as follows:

- ◆ In 1990 the SEC allowed trading among qualified investors holding restricted stock. This appears to have reduced the discount in restricted stock transactions, as none of the studies after this change found a mean or median discount greater than 22%, while many of the earlier studies reported figures in excess of 30%.
- ◆ In 1997 the SEC reduced the holding period for restricted stock from two years to one year. This had a limited impact on the discount for restricted stock transactions, as shown by the 2% reduction in the mean discount from the transactions in the FMV database.
- ◆ In 2008 the holding period was further reduced from one year to six months. Observed discounts were notably lower after this change, with both relevant studies finding a mean discount below 20%. This highlights the importance of expected time to realisation in assessing a suitable DLOM.

Restricted stock studies generally show a positively skewed distribution. This is perhaps best illustrated by the following summary of six separate studies, collated by Stockdale:



Source: BVR's Guide to Discounts for Lack of Marketability, John Stockdale, Sr.

Restricted stock studies have some limitations; in particular they tend to involve relatively small and risky firms; and the individual discounts observed are widely dispersed (although mostly in the range of 0% to 50%). Also, the restrictions typically relate to an escrow period which is not directly comparable with a lack of marketability, where the security can be transferred at any time if a willing buyer can be found.

Pre-IPO studies

Pre-IPO studies attempt to quantify the DLOM by comparing share prices in IPO transactions with transaction prices in the same shares prior to the IPO. The data available to us from these studies is US based, with two of the most widely referenced studies summarised in the following tables:

Time between transaction and IPO	DLOM	
	Mean	Median
0-30 days	30%	25%
31-60 days	40%	38%
61-90 days	42%	43%
91-120 days	49%	50%
121-153 days	55%	54%

Source: BVR's Guide to Discounts for Lack of Marketability, John Stockdale, Sr.

As with the restricted stock studies, these studies show the importance of expected time to realisation. A potential caution with pre-IPO studies is the issue of sample bias, in that only companies that achieved an IPO are included. It is possible that such companies are those that have been successful over the period between the benchmark transaction and the IPO date, possibly overstating the impact of illiquidity, particularly where the time between the benchmark transaction and the IPO is relatively long.

Event studies

Event studies consider the abnormal return on a stock around a specific event such as a listing or delisting. Two such studies are discussed briefly below.

Sanger and McConnell studied the excess returns to stocks moving from over-the counter ("OTC") trading to a listing on the New York Stock Exchange over the period 1966 to 1977. The study computed an average DLOM of 20.4% before the introduction of NASDAQ in 1971, and 16.9% thereafter. It is important to note that the study does not consider the element of DLOM that should exist between a private company compared to one listed for OTC trading.

In 2003 Abbott studied the returns from stocks that delisted from NASDAQ during the period 1982 to 2001. The study identified an average DLOM of 18%. Abbott also identified three factors affecting the size of DLOM:

- ◆ **Market value** – the larger the company, the smaller the DLOM.
- ◆ **Cumulative return** – the higher the return (including dividends) before the event, the smaller the resulting DLOM.
- ◆ **Volume** – the larger the turnover of shares in the market, the smaller the DLOM.

Other studies

Various other studies have been performed, with results generally consistent with those presented in this appendix. However, we consider the studies referred to above to be more reliable. Some examples of other studies undertaken include:

- ◆ **Listed Private Equity** - in these studies a comparison is made between the market price of listed private equity investments and their net asset value. However, this difference would include the discount for lack of control as well as the DLOM. Further, the base value (book value of net assets) is an opinion provided by management or consultants and so may not be reflective of market value. These studies do highlight an important issue which is that the level of DLOM changes significantly over time.
- ◆ **Bid-Ask Spread** - these studies analyse the bid-ask spread of listed companies. They measure relative illiquidity among listed companies and so are not necessarily a good indication of DLOM for private companies. A bid-ask spread study by Damodaran highlighted that spread decreases when:
 - revenue increases
 - companies are profitable as opposed to loss making
 - cash as a % of value increases
 - trading volume increases
- ◆ **Private company transactions** - these studies compare the prices paid in minority transactions involving private companies with a base price representing the value on a liquid basis. The problem with such studies is determining a base price for comparison to the transaction price. A 1975 survey by H Calvin Coolidge used net asset value as a base price, which he believed was reasonable for the asset intensive companies in the study, which resulted in a mean DLOM of 36%, with the median DLOM also 36%.
- ◆ **Surveys** - for example the Pepperdine survey found a median DLOM of 20% for private equity and venture capital investors. However, only 5% of these investors responded that they would make an investment without suitable investor protection such as shareholder agreements, buy/sell agreements and employment agreements. This is not always representative of the circumstances of the company for which a DLOM is to be determined.

Quantitative Models

Various quantitative models for determining DLOM have been developed. At present these models have many limitations, typically including:

- ◆ The models proposed to date do not generally fit the observed data well.
- ◆ Many of the models require inputs, such as volatility or time horizon to realise an investment, which are unknown for most of the circumstances where we need to apply a DLOM.
- ◆ A number of models move from subjectively determining an overall DLOM, to subjectively determining a number of other factors, leading to a DLOM that appears more scientific than it actually is.

Factors impacting DLOM

Several studies have sought to identify factors affecting DLOM and if possible, to quantify that impact. The studies to date identified a number of key factors, however there is insufficient evidence to point to any specific numerical relationships between the factors impacting DLOM and the level of DLOM itself, thus after evaluating how the relevant factors apply to the specific circumstances, we are left with a subjective judgement of what an appropriate DLOM should be. The key factors identified are listed below.

Factor	Smaller DLOM (< 20%)	Larger DLOM (>30%)
Size		
Revenue	Higher	Lower
Market value	Higher	Lower
Financial Stability		
Rate of return - profitability	Higher	Lower
Earnings stability	Stable	Volatile
Financial distress	Low risk	High risk
Market / Book value	Low	High
Financial Markets		
Interest rates	Low	High
Volatility	Low	High
Company structure		
Non-executive directors	Many	Few
Block size	Large	Small
Other holdings	Fragmented	Large blocks
Time to sale	Short	Long
Shareholder rights		
Shareholders agreement	Extensive	None
Tag along / drag along rights	Extensive	None
Right to appoint director(s)	Extensive	None
Restrictions on transferability	None	Severe
Expected disposal period		
Exit intentions of majority	Short term	None
Potential buyers of block	Many	One or none
Other		
Industry	The relationship between industry and DLOM is inconclusive from empirical studies. However, it may be the case that at certain points in time industries that are in demand with investors would experience relatively lower DLOMs than other industries.	
Dividends	It is often suggested that the payment of dividends reduces DLOM. While this is intuitively appealing, after adjusting for size and financial strength, empirical studies have failed to find a significant relationship between dividends and DLOM.	
Complexity of group	A complex group structure may not be appealing to investors. However, this factor should not be double counted, if it has been taken into account in determining a control value, eg. through the discount rate applied.	

Note: 'Higher' and 'Lower' refer to the market as a whole and not specifically to the comparable companies (if any) used to determine a base value. Thus, to allow for factors such as size or earnings stability in determining suitable base value and then in assessing the DLOM to be applied would not be double counting.

The list of factors highlighted above, is a general indication of the main factors to be considered in determining a DLOM. However, the selection of a DLOM remains a subjective issue. It is important to ensure factors that have been considered in selecting a base (pre-DLOM) value are not double counted when applying the DLOM. In this regard allowing for size in the DLOM and for example the discount rate is NOT double counting, as the observed DLOM % for transactions involving smaller companies is higher than for larger companies. It is also important to remember that in a given set of circumstances one single factor can outweigh several contradictory factors, for example the existence of a savoy clause¹ in a shareholders' agreement may outweigh many other factors, leading to a very low DLOM.

Note 1: A savoy clause allows one party to a joint venture to nominate a price, at which the other party can choose to sell its own interest or buy out the proposing party's interest.

APPENDIX 6: QUALIFICATIONS, DECLARATIONS AND CONSENTS

Responsibility and purpose

This report has been prepared for Duxton Orchards' preference shareholders for the purpose of assessing whether the Proposed Transaction is in Preference Shareholders' best interests. Leadenhall expressly disclaims any liability to any shareholder, or anyone else, whether for our negligence or otherwise, if the report is used for any other purpose or by any other person.

Reliance on information

In preparing this report we relied on the information provided to us by Duxton Orchards and Duxton Farms being complete and accurate and we have assumed it has been prepared in accordance with applicable Accounting Standards and relevant national and state legislation. We have not performed an audit, review or financial due diligence on the information provided. Drafts of our report were issued to Duxton Orchards' and Duxton Farms' management for confirmation of factual accuracy.

Prospective information

To the extent that this report refers to prospective financial information, we have considered the prospective financial information and the basis of the underlying assumptions. The procedures involved in Leadenhall's consideration of this information consisted of enquiries of Duxton Orchards' personnel and analytical procedures applied to the financial data. These procedures and enquiries did not include verification work nor constitute an audit or a review engagement in accordance with Australian Auditing Standards, or any other standards. Nothing has come to our attention as a result of these enquiries to suggest that the financial projections for Duxton Orchards, when taken as a whole, are unreasonable for the purpose of this report.

We note that the forecasts and projections supplied to us are, by definition, based upon assumptions about events and circumstances that have not yet transpired. Actual results in the future may be different from the prospective financial information of Duxton Orchards referred to in this report and the variation may be material, since anticipated events frequently do not occur as expected. Accordingly, we give no assurance that any forecast results will be achieved. Any future variation between the actual results and the prospective financial information utilised in this report may affect the conclusions included in this report.

Market conditions

Leadenhall's opinion is based on prevailing market, economic and other conditions as at the date of this report. Conditions can change over relatively short periods of time. Any subsequent changes in these conditions could impact upon the conclusion reached in this report.

As a valuation is based upon expectations of future results it involves significant judgement. Although we consider the assumptions used and the conclusions reached in this report are reasonable, other parties may have alternative expectations of the future, which may result in different valuation conclusions. The conclusions reached by other parties may be outside Leadenhall's preferred range

Indemnities

In recognition that Leadenhall may rely on information provided by Duxton Orchards and its officers, employees, agents or advisors, Duxton Orchards has agreed that it will not make any claim against Leadenhall to recover any loss or damage which it may suffer as a result of that reliance and that it will indemnify Leadenhall against any liability that arises out of Leadenhall's reliance on the information provided by Duxton Orchards and its officers, employees, agents or advisors or the failure by Duxton Orchards and its officers, employees, agents or advisors to provide Leadenhall with any material information relating to this report.

Qualifications

The personnel of Leadenhall principally involved in the preparation of this report were Richard Norris, BA (Hons), FCA, M.App.Fin, F.Fin, Katy Lawrence, B.Com, CA, GradDipAppFin, Nathan Timosevski, B Bus, CA, Grad Dip App Fin, BV Specialist, A CA, A Fin, and Vicky Lau BCom, CA, CFA.

This report has been prepared in accordance with "APES 225 – Valuation Services" issued by the Accounting Professional & Ethical Standards Board and this report is a valuation engagement in accordance with that standard and the opinion is a Conclusion of Value.

Independence

Leadenhall has acted independently of Duxton Orchards and Duxton Farms. Compensation payable to Leadenhall is not contingent on the conclusion, content or future use of this report.

APPENDIX 7: KNIGHT FRANK VALUATION REPORT

Valuation Advice

Loxton Orchard **Various Properties, Loxton SA 5333**

June 2025

Under instruction from:

Leadenhall



Reference: 758470

Knight Frank Valuation & Advisory South Australia
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Adelaide SA 5000
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GPO Box 167, Adelaide SA 5001
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04th August 2025

Reference: 758470

Katy Lawrence
Leadenhall

Dear Katy,

RE: VALUATION ADVICE – 'LOXTON ORCHARD', VARIOUS PROPERTIES, LOXTON SA 5333

Further to your signed return of our formal quotation letter received on the 13th May 2025, we wish to report as follows:

Instructions

To provide market value advice in relation to the abovementioned property for the purpose of an Independent Experts Report.

Inspection Date

28th April 2025

Valuation Date

30th June 2025

Verifiable Assumptions

- Valuation assumes orchard areas are true and accurate
- Valuation assumes there is no inherent risk of site contamination
- Valuation assumes there is no inherent risk from asbestos
- Valuation assumes the building ages are true and accurate
- Valuation assumes the historical yields are true and accurate
- Valuation assumes the orchard continues with good to fair maintenance and disease/pest free

Qualifications

1. This report is prepared for the private and confidential use of our client Leadenhall, and only for the purpose outlined above. It should not be relied on by the nominated party for any other purpose and should not be reproduced in whole or part for any other purpose without the express written consent of Valuations Services SA Pty Ltd trading as Knight Frank Valuation & Advisory South Australia ("Knight Frank Valuations"). Any party that is not named as a reliance party may not rely on this report for any purpose and should obtain their own valuation before acting in any way in respect of the subject property.
2. **This valuation may not be relied upon for mortgage security purposes.**
3. The valuation specifically may not be relied upon by any party in connection with any Managed Investment Scheme (within the meaning of the Corporations Law) which:
 - a) Has as its prime or as a substantial purpose, the provision of tax benefits to investors; or
 - b) Is involved in any form of direct or indirect investment in primary production including "property used for primary production".
4. Unless otherwise stated, all valuation figures stated herein are net of GST, are on a before tax basis, are before acquisition and selling expenses, and do not reflect any withholding amounts or impact upon sale proceeds that may apply under foreign investor transaction legislation (including under mortgagee sale conditions).
5. This valuation is current as at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements and factors specific to the particular property). We do not accept responsibility or liability for losses arising from such subsequent changes in value.

Without limiting the generality of the above comment, we do not assume responsibility or accept liability where the valuation is relied upon after the expiration of ninety (90) days from the date of the valuation or such earlier date if you become aware of any factors that have an effect on the valuation.
6. In accordance with industry guidelines and requirements, Knight Frank Valuations cannot assign or confirm the original or initial valuation after the expiration of ninety (90) days from the date of valuation. Any written assignment of the valuation by Knight Frank Valuations within this ninety (90) day period is required to contain a statement that the valuer has not re-inspected the property nor undertaken further investigations or analysis since the original/initial valuation and accepts no responsibility for reliance upon the original/initial valuation other than as a valuation of the property at the original/initial date of valuation.
7. This valuation is conditional on there being no material change (including as a result of general market movements, or factors specific to the particular property) between the date of inspection and the date of valuation that would impact on the value of the subject property. Should such an event occur, the valuer should be contacted for comment prior to reliance upon the valuation.
8. This valuation is not intended to be used to provide financial advice, express or implied, and we confirm that the valuer and Knight Frank Valuations is not licensed to provide financial product advice under the Corporations Act 2001.
9. This valuation report is to be read in its entirety and in particular, we draw your attention to the Important Notices set out in the body of the report and the Critical Conditions section.

10. Any forecasts, including but not limited to, financial cash flow projections or terminal value calculations noted within this report are a valuation tool only undertaken for the purpose of assisting to determine the market value. No party may rely upon any financial projections or forecasts within this report on the understanding that they are undertaken for the specific purpose of determining the market value only and, therefore, should not be represented in any way as providing an indication of likely future profit or realisable cash flow.
11. Any objective information, data or calculations set out in the Valuation will be accurate so far as is reasonably expected from a qualified valuer, reflecting due skill, care and diligence.
12. Limited liability by a scheme approved under Professional Standards Legislation (Scheme) which includes Valuations Services (SA) Pty Ltd and the valuer(s) signing this report. Where the Scheme does not apply, our liability is limited to the lower of an amount equal to the fees charged in relation to the Valuation and the amount provided for in any available insurance policy (if any) held by us for that type of claim.

Market Value Definition

Market Value as defined by the International Valuation Standards Council (IVSC) and endorsed by the Australian Property Institute (API) and embodied within the current Corporations Law, is as follows:

“The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently, and without compulsion.”

“In Use” Value as described by the API as:

The “In Use” value for rural property *reflects the market value of the real estate component inclusive of purpose built structural improvements, and fixed essential plant and equipment that form part of the existing operational use. It may also include the value of any water delivery rights that enable the property to operate at the value level.*

The “In Use” value is distinct from a “Going Concern” value assessment which may include non-fixed plant and equipment, and/or business goodwill plus other tangible and intangible assets.

Goods and Services Tax

Important Notice	<p>The GST became law on 8 July 1999 and commenced operation on 1 July 2000. From this time, rental payments for non-residential leases generally became subject to GST. The sale of non-residential property may also be subject to GST, the amount of tax payable being dependent on the tax status of the parties, available input tax credits and the operation of the Margin Scheme.</p> <p>Our valuation of this property has been prepared on a GST exclusive basis with no provision for the payment of GST by the supplier (vendor) on the hypothetical sale of this property as at the date of this valuation. <i>GST is an important and complex issue and we strongly recommend that you consult a duly qualified tax expert to ensure that your financial interest in this property is not compromised.</i></p> <p>All sales and rental evidence, valuation calculations and assessments contained herein are on a GST exclusive basis.</p>
Transfer assuming Farmland	<p>The supply of farmland is GST free if:-</p> <ul style="list-style-type: none"> • the land on which farming business has been carried out for at least a period of five years preceding the supply; and • the recipient of the supply intends that a farming business be carried out upon the land. <p>We have assumed that the land qualifies as farming land and will continue to operate as a farming enterprise and we have, therefore, undertaken the valuation on a GST exclusive basis.</p>

Title Details and Site Description

Current Registered Proprietor				
RIVERCORP LAND & WATER PTY LTD				
Volume	Folio	Allotment/Piece/Section	Plan Ref.	Hundred
5990	237	SECTION 417	-	GORDON
5336	240	ALLOTMENT 1	DEPOSITED PLAN 44964	GORDON
6044	972	ALLOTMENT 17	DEPOSITED PLAN 80611	GORDON
6051	33	ALLOTMENT 25	DEPOSITED PLAN 81861	GORDON
6021	560	ALLOTMENT 201	DEPOSITED PLAN 76280	GORDON
<u>CT5990/237, CT5336/240, CT6021/560</u>				
<u>EASEMENTS AND ENCUMBRANCES</u>				
<ul style="list-style-type: none"> • NIL 				
<u>SCHEDULE OF DEALINGS</u>				
<ul style="list-style-type: none"> • 12196598 ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC. • 13683083 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124) 				

CT6044/972**EASEMENTS AND ENCUMBRANCES**

- SUBJECT TO EASEMENT(S) OVER THE LAND MARKED B FOR DRAINAGE PURPOSES (RTC 11285084)
- TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A FOR WATER SUPPLY PURPOSES (RTC 11285084)

SCHEDULE OF DEALINGS

- 12196598 ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
- 13683083 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

CT6051/33**EASEMENTS AND ENCUMBRANCES**

- TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B (RLG 11177828)

SCHEDULE OF DEALINGS

- 12196598 ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
- 13683083 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Comments

The property is subject to various easements and encumbrances, however, is not considered to have any detrimental impacts over the property's current use.

Identification

The property has been identified with reference to both Title particulars and physical inspection.

Site Area & Physical Description

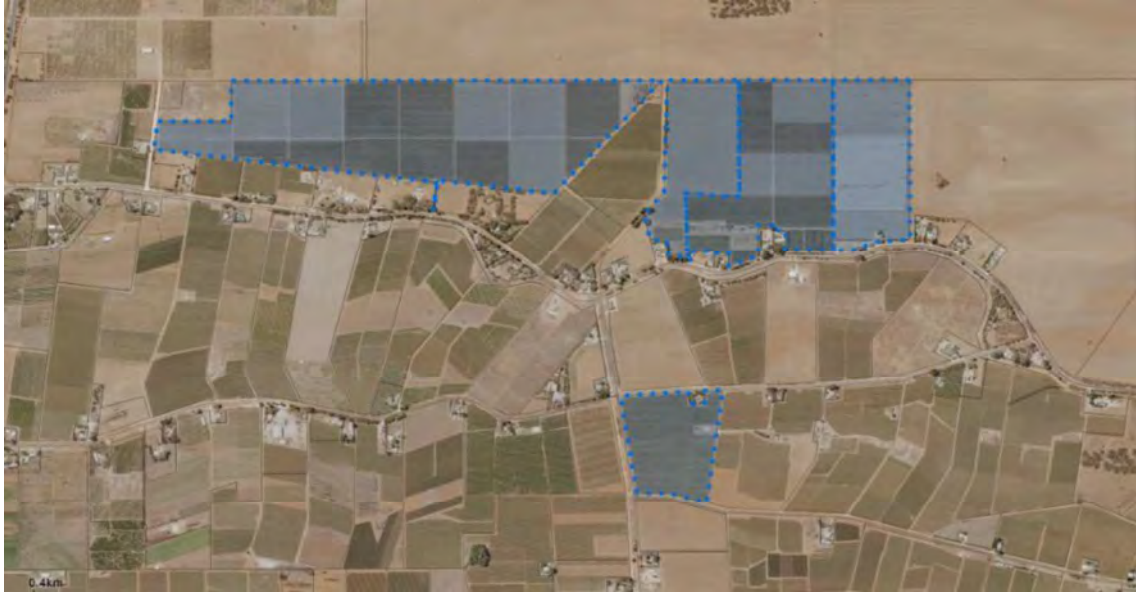
The subject property comprises three (3) geographically separate locations across five (5) separately saleable non-contiguous parcels which are located approximately 8 kilometres northeast of the Loxton Township. The property offers an extended frontage to Anderson Road together with frontage to Derrick Road, Balfour Ogilvy Avenue and Cutler Road. In general, the properties comprise relatively flat to gently undulating terrain. In accordance with the Title particulars, the total site area is approximately 125.11 hectares, a breakdown of Title areas is as follows:

Property Description	Certificate of Title	Description	Area
'Kimbers'	CT 5336/240	Allotment 1	14.50 hectares
'Barrys'	CT 6021/560	Allotment 201	26.02 hectares
'Huppertz'	CT 5990/237	Section 417	17.48 hectares
'Zimmermans'	CT 6044/972	Allotment 17	55.04 hectares
'Duthoit'	CT 6051/33	Allotment 25	12.07 hectares
Total Area (approximate)			125.11 hectares

Important Notice

Although our Title searches (attached) do not show any unregistered dealings, it is noted that not all encumbrances may be recorded on the title documents provided to us. Our valuation is made on the basis that the property is free from mortgages, charges and other financial liens and is conditional on there being no encumbrances or interests other than those reported on our title search which materially affect the value, marketability and continued utility of the property. Should any encumbrances, encroachments, restrictions, leases or covenants which are not noted in this report be discovered which are material, our valuation would change, as would our recommendation as to its suitability for mortgage security purposes (if made).

An extract of the Cadastral map showing the subject property is as follows:



Important Notice

From our inspection and a comparison with the Title Plan(s), the improvements appear to be constructed within the title boundaries, however, we are not qualified surveyors, and have not been provided with a site survey and, therefore, we cannot state conclusively that all buildings are within the title boundaries. Our valuation is conditional on there being no encroachments by the subject's improvements, or onto the subject land by adjoining properties. In the event there is an encroachment which proves material, our valuation would change as would our recommendation as to its suitability for mortgage purposes (if made).

A copy of the Certificates of Title are appended.

Town Planning Details

Municipality

District Council of Loxton Waikerie

Planning & Design Code Zoning

Rural Horticulture Zone

Desired Outcome

The desired outcomes of the zone are as follows:

- Intensive agriculture in the form of horticulture and associated value-adding enterprises and activities.
- The establishment of appropriately scaled industries for washing, processing, bottling and packaging primary produce and servicing and supporting horticulture.
- Manage interface conflict between horticulture and other land uses.

Comments

The existing use of the subject property as an irrigated orchard is considered to comply with the desired outcomes of the zone.

Important Note: No approval certificates have been sighted and our valuation assumes all necessary final certificates have been obtained and that there are no unapproved structures.

Heritage Controls

The property is not listed as an item of heritage significance.

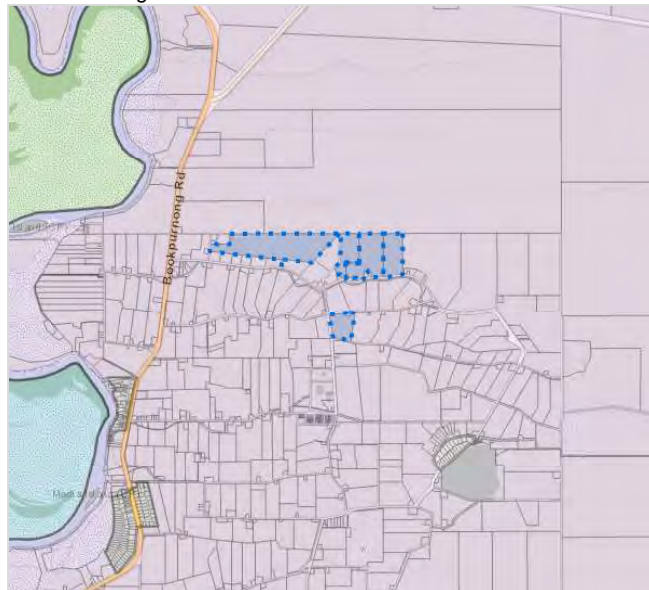
Flooding Status

Subject to review of the flooding maps provided on the Water Connect website, the property is not identified within a flood planning area.

Important Note: Should the flooding status of the property need to be confirmed, we would recommend the services of a qualified professional be engaged to confirm the potential inundation levels at the property.

Bushfire Protection Area Risk

The subject property is located within a Regional Bushfire Risk Area as detailed in the Bushfire Protection Plan Overlay below:



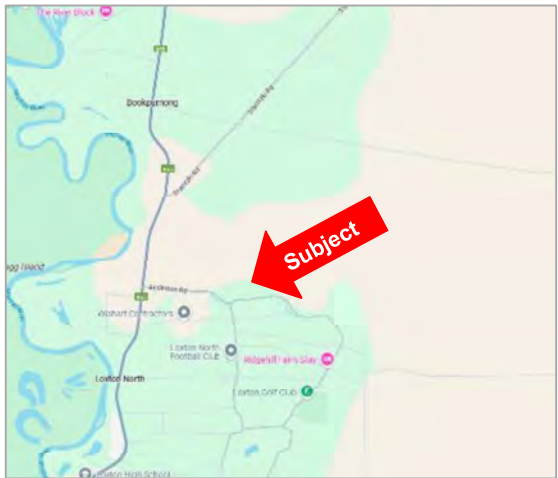
Important Notice

The above information was obtained from public records of the State Planning and Design Code (implemented 19 March 2021) and should verification be required, an application to the State Planning Commission or Council may be required. Should further investigation not confirm the abovementioned zoning and development guidelines, the matter should be referred immediately to the valuer for consideration and review of the valuation, if appropriate..

A copy of the relevant zoning extracts is appended.

Location & Surroundings

Position
<ul style="list-style-type: none">The properties are situated on the outskirts of the Riverland township of Loxton. More particularly within the suburb of Loxton North, which is approximately 256 kilometres east of the Adelaide GPO via the Sturt Highway.The property comprises three (3) non-contiguous holdings across five (5) separately saleable sections/allotments which are located approximately eight (8) kilometres northeast of the Loxton Township.
Surrounding and Adjoining Development
<ul style="list-style-type: none">The development immediately surrounding the subject property comprises rural holdings including grazing, established vineyards and other irrigated horticulture properties comprising mainly vineyards, citrus and some mixed fruit orchards.
Road System & Access
<ul style="list-style-type: none">Anderson Road is a bitumen sealed country connector road which provides access to many of the subject properties and in turn provides access to Berri to Loxton Road which is a dual lane bitumen sealed country connector road providing access to the Sturt Highway being the main transport route between the Riverland and Adelaide to the west and Mildura to the east.Secondary access is provided by Derrick Road being a country connector road.
Services and Amenities
<ul style="list-style-type: none">Three phase electricity and telephone are available to the dwelling and workshop areas.The amenities are serviced by traditional septic tank drainage systems.Irrigation water is supplied via a number of metered River Murray outlet valves under the 'Central Irrigation Trust' with all irrigation water for the orchard leased in annually.



Google Maps - ©2025 Google



Environmental Considerations

Site Contamination

Historical Uses	The current use of the subject property as a commercial irrigated orchard has been for an extended period and prior to this was open arable farming land.
Registered on the EPA List/Statement of Environmental Audit	The site is not registered on the EPA Public Register as a contaminated site.
Perceived Environmental Risk	<p>The Australian Property Institute does list agricultural properties as potentially contaminating site uses; however, the subject property is not considered to offer a heightened risk of environmental contamination.</p> <p>We note the presence of above ground fuel storage located adjacent the shedding improvements which typically increase the potential for contamination.</p> <p>We confirm that there are no perceived environmental risks or problems associated with the subject property in relation to its present use, albeit noting that the historical use of the property is not known. We further confirm that we have found no information in our enquiries to necessitate the instigation of a detailed environmental audit, subject to important notice below.</p>

Important Notice:

No soil tests or environmental studies have been made available for our perusal and we do not have any expertise as environmental consultants nor are we qualified to provide an assessment of the contamination of land. We have undertaken the following steps to assess whether there are any obvious signs of contamination:

- Site inspection.
- Review existing site use and historical site use (so far as it is identifiable from the current site owners).
- Review of EPA list (see above).
- Discussions with Owner/Access Provider

As a result of the above investigation, we have been unable to identify any obvious signs of contamination. However, we are unable to assess whether there are any latent signs of contamination or other indicators beyond the investigations referred to above. The assessed value could well decrease if material contaminants are present and our assessment of the suitability of this property for mortgage security purposes would be adversely impacted. This valuation is conditional on the site being free of contamination and any party relying on this valuation does so on the basis that Knight Frank Valuations accepts no liability for any loss relating to contamination.

Asbestos Materials

Hazardous Materials Audit Provided	Yes
Identified Asbestos at Inspection	Yes
Potential for unsighted Asbestos	<p>The improvements were constructed during a time in which asbestos products were still used in the construction industry.</p> <p>We have sighted an asbestos register dated 24th October 2020 completed by Watts Asbestos Australasia Pty Ltd which we hold on file however we have not been provided with an updated report. In accordance with the report, asbestos was identified to the following areas:</p>

	<ul style="list-style-type: none"> • Front office within the eave sheets – fibre cement sheet – more than 30m² - A3 • Front office infill panel - fibre cement sheet – more than 2m² - A3 • Front office internal and external electrical switchboards - Zelemite Electrical Board – A3 <p>All these areas were classified as 'Action 3' - Remove During Refurbishment or Maintenance.</p>
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Important Notice

No asbestos reports have been made available for our perusal and we do not have any expertise in asbestos identification or assessment. We have undertaken the following steps to assess whether there are any obvious signs of asbestos:

- Verbal discussions with the Owner/Access Provider,
- Internal and external visual inspection.
- We have not inspected the building beyond the surface of the internal and external building fabric.

As a result of the above investigation, we have been unable to identify any obvious signs of asbestos, however, as discussed above, this does not mean the building is free of asbestos. We are unable to assess whether there are any latent signs of asbestos or other indicators beyond the investigations referred to above. The assessed value could well decrease if asbestos which is material to the valuation is present and our assessment of the suitability of this property for mortgage security purposes would be adversely impacted. This valuation is conditional on the site being free of asbestos and any party relying on this valuation does so on the basis that Knight Frank Valuations accepts no liability for any loss relating to asbestos.

Building Cladding

Cladding identified at Inspection	No
Certificate of Compliance & Certification of Building Materials Provided	No, see Important notice below:
Comments	Nil

Important Notice

In providing the above commentary, we highlight that Valuers:

- are not experts in building materials; and
- are not qualified to conclusively determine the existence of ACP or EPS cladding system (or similar) is present in a development from a visual inspection alone; and
- are not able to identify from a visual inspection whether the cladding used is compliant or non-compliant; and
- are not expected to make their own enquiries into whether ACP or EPS cladding (or similar) is compliant or non-compliant.

The assessed value could well decrease if non-compliant cladding is contained within the property and our assessment of the suitability of this property for mortgage security purposes would be adversely impacted. This valuation is conditional on the property being free of non-compliant cladding with the exception of the areas noted above and any party relying on this valuation does so on the basis that Knight Frank Valuation & Advisory South Australia accepts no liability for any loss relating to non-compliant cladding.

Native Title Claims

Important Notice

In undertaking this valuation assessment, we have not commissioned a search of the Register of Native Title Claims which is administered by the National Native Title Tribunal. The assessed value could well decrease if a native title claim exists, or eventuates, over the subject land. Knight Frank Valuations is not a specialist in native title law and this valuation is conditional on the site being free of any native title claim. Any party relying on this valuation does so on the basis that Knight Frank Valuations accepts no liability for any loss relating to native title claims. Should a native title claim be identified upon the subject site, the valuation should be referred back to the valuer for reassessment.

General Description

Improvements to the property comprise an implement shed, chemical shed, general storage sheds, conventional style dwelling together with various older style sundry implement sheds. The majority of the improvements are contained within the 'Huppartz' property with the exception of some basic sundry shedding improvements. A detailed description of each of the improvements is described as follows:

Building Improvements

Dwelling/Office

External Walls & Façade	Rendered masonry
Year Built	Circa 1980's
Frame	Timber
Floors	Reinforced concrete and timber
Roof	Galvanised iron
Internal Walls	Plaster
Windows	Aluminium framed
Ceilings	Plaster
Air-conditioning	Split system
Comments	The dwelling offers three (3) bedrooms and a single (1) bathroom. Overall, the dwelling presents in an average condition with previously updated kitchen and bathroom. Attached to the dwelling is a rear verandah overlooking basic gardens and lawns together with a steel framed carport.



Dwelling – External



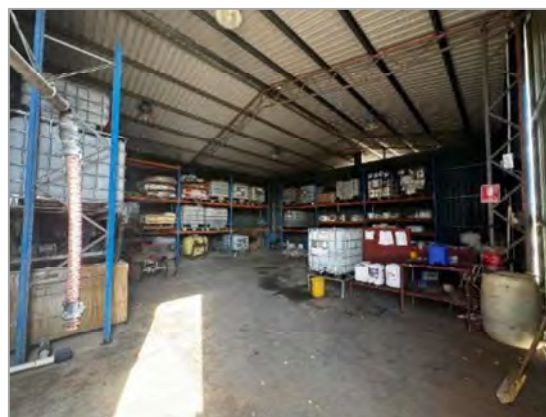
Dwelling - Internal

Implement Shed

Year Built	Circa 2000's
External Walls & Façade	Metal clad
Frame	Steel framed
Floors	Reinforced concrete
Roof	Metal clad
Internal Walls	Metal clad
Height Clearance	5.50m to eaves 6.50 to apex
Lighting	Suspended industrial lamps
Air-conditioning	Evaporative air-conditioning unit
Comments	The building comprises a modern implement shed utilised for general storage and also houses a workshop area and small basic office. Access is provided by a series of high clearance sliding door allowing forklifts to enter and unload and load pallets. Adjacent is concrete hardstand.



Implement Shed



Implement Shed - Internal

Chemical Shed

Year Built	Circa 2000's
External Walls & Façade	Metal clad
Frame	Steel framed
Floors	Reinforced concrete
Roof	Metal clad
Internal Walls	Metal clad
Height Clearance	4.50m to eaves 5.50 to apex
Lighting	Suspended industrial lamps
Comments	The building comprises a modern chemical shed utilised for general storage and houses filtration equipment and fertigation mixing tank. Access is provided by a series of high clearance sliding door.



Chemical Shed



Chemical Shed

Sundry Shedding Improvements

General Storage Shed

The storage shed is of steel frame galvanised iron clad construction with concrete flooring. Access is provided by two (2) open sides.

Pump/Filtration Shed

The implement shed is of basic timber and steel frame galvanised iron clad construction with earth flooring and power connected.



Pump/Filtration Shed



Pump/Filtration Shed

Gross Building Areas

In accordance with onsite measurements taken at the date of our inspection, we have adopted the following gross building areas for the property:

Description	Gross Building Area
Dwelling (EMA)	127m ²
Implement Shed	360m ²
Pump Shed	55m ²
General Storage Shed	144m ²
Chemical Shed	162m ²
Total	848m²

Should a survey indicate a material variation to the areas noted above, our valuation will require revision.

Building Age and Condition

Overall, the structural improvements we originally constructed in the 1980's and the again through the 2000's appear to be in reasonable condition.

Important Notice

We have not been provided with a structural survey, nor an expert report on the plant and equipment. Our valuation is conditional on the structure and service installations of the improvements being free from any defects requiring material capital expenditure, other than that stated herein. If this is incorrect, or should there be a material revision to the capital expenditure budget noted within, our valuation would change, as would our recommendation as to its suitability for mortgage security purposes (if made).

Apple Orchard

The property is established with approximately 106.95 hectares being planted to Pink Lady (48.15ha), Granny Smith (37.04ha) and Gala (21.76ha) varieties. The orchard was established in 2007, 2008 and 2009 which are considered to be fully bearing together with a small patch of 2015 plantings.

At the time of inspection, the trees were observed to be in average condition. In discussions with the farm manager. It was noted that the orchard had experienced several tree deaths over the past twelve (12) to twenty four (24) months from unknown causes. While no formal diagnosis has been made, the orchard manager identified several possible contributing factors:

- Uneven drip irrigation due to blocked drippers
- Waterlogging in lower-lying sections of the orchard and over irrigation

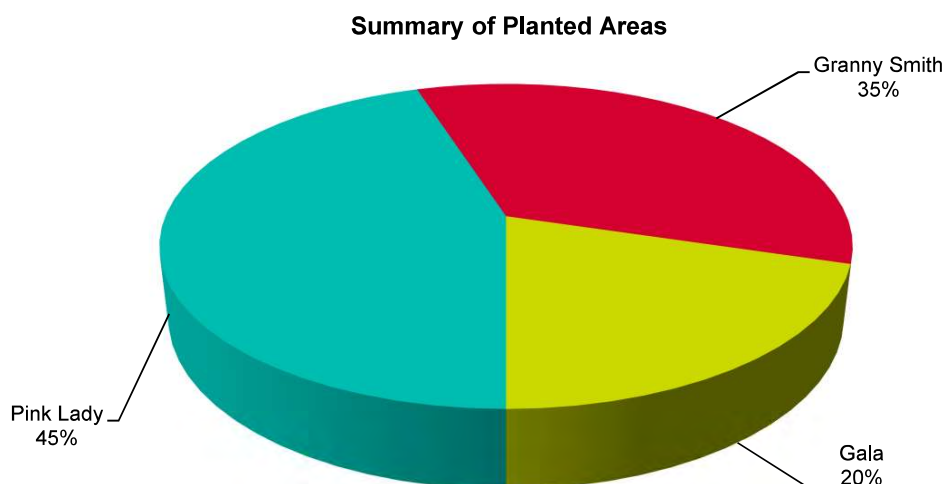
Historically, the orchard has faced setbacks attributed to poor management practices; however, these issues have since been addressed. As a result, the orchard is now considered to be in reasonable health, with improved productivity and a higher percentage of fruit meeting industry-grade standards.

The orchard inter-rows are established to rye grass to improve moisture retention and appeared to be well established as at the time of inspection. The orchard has been planted to a combination of east – west and north-south rows according to soils and terrain to assist with drainage. The orchard development comprises 4.50 metre row spacings and 1.20 metre tree spacings. We note there are two (2) blocks being block 4152 and 4162 which comprise 3.00 metre tree spacings and 4.80 and 5.00 metre row spacings.

We note approximately 93.12 hectares of orchard is under permanent shade netting being a combination of black and white netting dependant of the variety. The different colour nettings assist with control of sunlight reaching the fruit and evaporation leading to improved moisture retention and provided protection from severe weather events such as hail which also assists in obtaining a higher grade fruit. The netting also provides valuable bird control. The majority of the netting comprises 'NetPro' netting system which consists of regularly spaced timber posts and high tensile wires which the netting sits on top. As at time of inspection, approximately 11.37 hectares of shade netting (white) located on Huppartz needs replacing.

A summary of planting by variety is tabled below:

Variety	Area (ha)	Percentage
Pink Lady	48.15ha	45%
Granny Smith	37.04ha	35%
Gala	21.76ha	20%
Total	106.95ha	



We have been provided with a summary of the orchard areas by the Mr James Lanthios of Duxton Capital Australia. We have assumed these areas are net planted areas and are a true and accurate representation of the orchard areas.

We have relied upon the areas provided; if this information proves to be incorrect, we reserve to right the review and amend this valuation accordingly.

We qualify our report to this extent and that the orchard is maintained disease free with fair to good management and reserve the right to amend the valuation should the net sustainable earnings adopted herein prove to be incorrect or the orchard has been subject to poor management.

A summary of photos is as follows:



Black Permanent Netting



White Permanent Netting – Needs Replacing



Apple Orchard



Apple Orchard



Apple Orchard



Apple Orchard



Dead Apple Orchard



Dead Apple Orchard



Dead Apple Orchard



Dead Apple Orchard

Topography and Soils

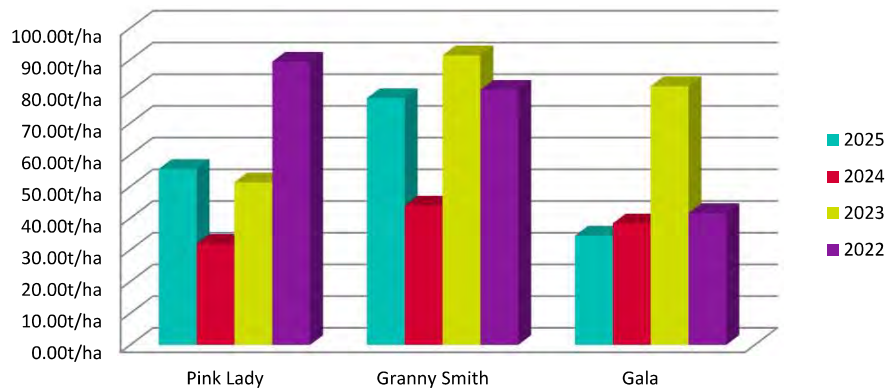
Terrain	Relatively flat
Soils	Sandy red loam
	Thick yellow brown clay
	Calcareous sandy loam
	Dark greyish brown friable silty loam with weak granular structure
Comments	The soils are considered well suited for their existing use as an orchard. We note as at time if inspection some lower lying sections were prone to water logging

Historical Production Levels

We have been supplied with historical production levels for the subject property by Mr James Lathonis of Duxton Capital which have been summarised in the tables and graphs below. We note that the below table represents only table fruit with the juicing fruit in addition to the below totalling 872 bins for the 2025 harvest and 466 bins for the 2024 harvest.

Historical Yields						
Variety	Area	2025	2024	2023	2022	4 year Average
Pink Lady	48.15 ha	55.49t/ha	31.92t/ha	51.30t/ha	89.35t/ha	57.01t/Ha
Granny Smith	37.04 ha	77.83t/ha	43.95t/ha	91.36t/ha	80.45t/ha	73.40t/Ha
Gala	21.76 ha	34.47t/ha	38.33t/ha	81.62t/ha	41.59t/ha	49.00t/Ha
Total	106.95 ha	6,305.00 t	3,999.00 t	7,630.00 t	8,187.00 t	

Historical Yields



We note that harvest 2024 was significantly lower than 2022, 2023 and 2025 seasons, this is due to several factors including the following:

Following the 2023 season, no post-harvest fertiliser program was implemented. Consequently, the trees were deprived of essential nutrients needed for recovery and were unable to adequately support fruit production in 2024.

A large block of Pink Lady apples in 2024 was treated with a thinning agent that was not appropriate for the prevailing hot climate conditions. As a result, over-thinning occurred, significantly reducing fruit set to a level where a commercial harvest was no longer feasible.

Prior to the 2024 season, no beehives were placed directly under the orchard netting due to previously observed high bee mortality in those conditions. Instead, hives were positioned around the perimeter of the orchard. This approach resulted in insufficient pollination, especially in the central areas of the netted blocks, which ultimately led to reduced fruit set and lower overall yields.

Fruit Supply Contract

The fruit from the orchard is contracted under a supply agreement with Lenswood as well as Adelaide Hills Fresh (AHF) and more recently an agreement with Montague Farms.

As previously mentioned, the property produces 'early season' fruit and has the potential to capitalise on higher prices early on the season. We have been provided brief details and understand prices are negotiated annually.

	Lenswood	AHF	Montague
Prepayment	N/A	N/A	N/A
Payment at Tipping (Early Varietals)	N/A	300/350	N/A
Payment at Tipping (normal season)	N/A	150/200	N/A
Payment Terms - After Tipping	<ul style="list-style-type: none"> Grower progress payments will be made monthly as per current practices 60 days after tipping a batch, any fruit unsold (typically Juice but including any remaining CL2) will be purchased by LCS at the prevailing juice price. This will enable the batch to be finalised and then cash settled with DO. LCS will subsequently sell/dispose of the purchased Juice/CL2 fruit. On a half-yearly basis, any net gain or loss realised by LCS on the that fruit (which is expected to be minor) will be settled between the parties. The status of this process can be reported in the monthly management meetings. 	within 4 weeks from tipping	28 days for full payment
Freight Rebate	LCS will provide a \$3.20 volume rebate (freight subsidy) for each bin of Gala received direct from Loxton.	N/A	Montague Pay Freight
Volume Incentive Rebate	\$10/bin if total bins tipped is	N/A	N/A
Bin Pickup	ex Monarto	ex Monarto	From Orchard and Monarto
Bins used	Duxton Apples Bins	Duxton Apples Bins	Chep Montague Account
Fee discount	10.0% provided volumes exceed 6,000 bins and applied to total volume supplied:	N/A	N/A

Water Supply

The property is irrigated via the 'Central Irrigation Trust' (CIT) with all irrigation water leased in annually with only a small portion of Permeant Entitlement. The water is delivered under pressure at various connection valves across the properties which in turn supply the irrigation system. The Central Irrigation Trust holds a bulk Water Entitlement under Water Licence 2088-1 and Site Use Approval under number 175622, both of which are held within the River Murray Prescribed Watercourse.

The orchard has a 31.6ML permanent Entitlement under the CIT Account 6603284 with the details summarised as follows:

River Murray				
Licence	CIT Account 6603284			
Licence Holder	Duxton Apples			
Consumptive Pool	River Murray Prescribed Water Course			
Shares	31,600			
Class of Share	Underground	Taking Irrigation	31,600	kL
Purpose	Irrigation Taking			
Water Delivery Rights	1,140.61ML			
Authorised Allocation	CIT Bulk Site Use Approval			

We have been provided a summary of the Water Delivery Rights relating to the subject properties which total 1,140.61ML which we have summarised in the below table:

Allotment	Section	Certificate of Title	Water Delivery Rights (ML)
17	606	CT6044/972	430.31
1	413	CT5336/240	102.43
201	415	CT6021/560	151.18
201	416	CT6021/560	156.83
417	417	CT5990/237	160.69
25	423	CT6051/33	139.17
Total			1,140.61

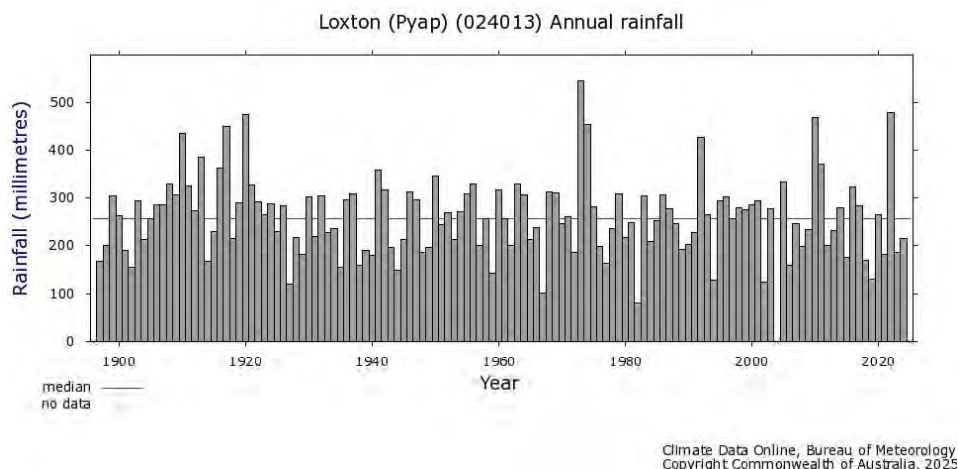
The pumping system comprises PVC main lines PVC sub-mains with electric motors used to boost line pressure within the property. Each tree is irrigated via a dual line of drippers together with an additional two subterranean lines in the inter-rows.

As mentioned earlier as at the date of inspection the orchard had suffered several trees deaths over the past twelve (12) to twenty four (24) months from unknown causes. While no formal diagnosis has been made, the orchard manager identified several possible contributing factors including uneven drip irrigation due to blocked drippers and waterlogging in lower-lying sections of the orchard and over irrigation.

We have been verbally advised by the orchard manager that historically approximately 8.00 megalitres per annum has been applied to the orchard however this can vary dramatically according to climatic conditions. Under this advised usage the orchard requires approximately 834 megalitres per annum for irrigation which is in line with historical water usage.

Climate

Historical data reports the annual average of rainfall of between 250mm and 275mm per year, according to the Bureau of Meteorology at Loxton (Pyap) which is considered to be an appropriate reflection of the subject property.



Plant and Equipment

The valuation has been carried out inclusive of all fixed plant and equipment such as pumps, water treatment, fertigation and other irrigation equipment associated with the operation of the property, however, does not include removable plant and equipment.

Highest and Best Use

This valuation has been undertaken adopting the subject property's Highest and Best Use, as defined by the IVSC and endorsed by the Australian Property Institute, which is:

"The use of an asset that maximises its potential and that is physically possible, legally permissible and financially feasible".

Taking into considering the property's characteristics including zoning, land area and existing improvements, we believe that the Highest and Best Use of the property, as at the date of valuation is its current use as an irrigated orchard.

Occupancy Details

As at the date of valuation, the property was owner occupied and therefore, in accordance with Australian Property Institute valuation guidelines, we have made our assessment on a vacant possession basis.

Statutory Assessments

Relevant Date	Valuation Date - 1 January 2024; issued at 1 July 2024	
Statutory Assessments	Site Value	Capital Value
551786105*	\$800,000	\$1,025,000
5517875005	\$210,000	\$400,000
5517901058	\$177,000	\$235,000
5517871100	\$325,000	\$400,000
5517867021	\$173,000	\$186,000
Aggregate Assessment	\$1,685,000	\$2,246,000

Market Evidence

We have considered a range of sales, those of which are summarised below:

Property Address	Sale Price	Sale Date	Site Area	Orchard Area	Orchard Rate
Allotment 54 Newton Road, Loxton SA	\$220,000	Nov-2023	8.00ha	4.04ha	\$32,896/ha
59 Rattey Road & 61 Gordon Road, Loxton SA	\$1,400,000	Sep-2023	53.38ha	2.00ha	\$50,000/ha
96 Hewletts Road, Forest Range SA	\$1,220,000	Sep-2023	17.50ha	9.00ha	\$60,000/ha
402 & 500 Balfour Ogilvy Avenue, Loxton North SA	\$2,000,000	Aug-2023	21.25ha	20.25ha	\$82,500/ha
Allotment 44 Coldstore Road, Lenswood SA	\$800,000	Jun-2023	13.78ha	5.50ha	\$60,000/ha
- 'Selman Orchard' 840 Channel Road, Shepparton East VIC	\$4,300,000	Sep-2021	54.97ha	38.00ha	\$55,000/ha
'Pomona Valley' Multiple Addresses, Shepparton VIC	\$75,000,000	Apr-2021	699.00ha	460.00ha	\$68,850/ha
'Ballykeane Orchard' Cadia Road, Springside NSW	\$10,000,000	Feb-2021	210.00	189.00ha	\$50,000/ha
Low:			8.00ha	2.00ha	\$32,896/ha
High:			699.00ha	460.00ha	\$82,500/ha

We have also considered a range of Central Irrigation Trust (CIT) Water Transactions:

Central Irrigation Trust (CIT) Water Trades		
Date Transferred	Quantity	Price per ML (\$)
15.05.25	10.00ML	\$7,250/ML
15.05.25	6.90ML	\$7,300/ML
15.05.25	10.00ML	\$7,200/ML
15.05.25	6.00ML	\$7,200/ML
19.05.25	3.00ML	\$7,000/ML

Transaction History

We are not aware of any transactions relating to the property in the past five (5) years.

Valuation Methodology

Valuation Methodology	Market Approach and Depreciated Replacement Cost
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In completing our valuation assessment we have adopted the Market Approach, principally using the comparable transaction as the primary method, with this supplemented by the Discounted Replacement Cost as a check.

Market Approach

We have first considered the value of the underlying orchard land after the estimated value of any improvements were deducted. The sales analysed herein reflected orchard rates of between \$32,896/ha and \$82,500/ha.

The sale at the lower end of the range was achieved by Allotment 54 Newton Road, Loxton SA which transacted in November 2023 for \$220,000 and reflected an orchard rate of approximately \$32,896/ha. The sale property is located approximately 14 kilometres southwest of the subject property. The sale property is located within an inferior location, comprising a significantly smaller orchard area of approximately 4.04 hectares being planted to Apricots. Given the size, condition and orchard variety we consider the subject property to warrant a higher rate overall.

The sale at the upper end of the range was achieved by 402 & 500 Balfour Ogilvy Avenue, Loxton North SA which transacted in August 2023 for \$2,000,000 and reflected an underlying orchard rate of \$82,500/ha. The sale property is located approximately 1.2 kilometres west of the subject property being held within a smaller orchard area. The sale property is planted entirely to approximately 20.25 hectares of Pomegranates being planted in circa 2017 and 2018. The sale property is considered to superior overall being planted to a superior orchard and transacting in stronger market conditions. As such, we consider the subject property to warrant a lower rate overall.

A sale of note, although dated is that of 'Ballykeane Orchard' Cadia Road, Springside NSW which transacted in February 2021 for \$10,000,000 and reflected an orchard rate of \$50,000/ha. The sale property is planted to an Apple and Pear orchard of approximately 189.00 hectares and although larger than the subject property, we consider the subject property to achieve similar yields. As such, we consider the subject property to warrant a slightly lower rate overall.

After due consideration to the limited comparable sales evidence available, we consider the subject orchard warrants an average rate of between \$42,000/ha and \$43,000/ha and have adopted the midpoint of this range of \$42,500/ha which equates to \$587,775. We have adopted a rate of \$10,000/ha over the balance land which comprises headlands, tracks and other support land.

We have then considered the added value of the netting. We have sought to determine the estimated useful economic life of the netting. From our investigations the useful economic life of the structure to have a life of approximately 20 years and have adopted this in our calculations as shown below. We have adopted the average age of the netting to be approximately 10 years given it has been constructed over several stages being a weighted average age.

The replacement for the netting is considered to be approximately \$55,000/ha which includes all recent re works which include strengthening posts, tension cables, tension nets, installation of post caps, stitch and patch damaged nets, installation of bridles and modifying side walls. We consider it to be in-line with similar height clearance netting structure to reflect a value today of \$2,048,640 as shown in the below table. We note this is significantly higher than the original build cost however reflective of the increase in labour and material prices over the past few years.

From our research and experience with similar style developments, this is considered in line with the market value for this type and quality of development. We consider that these adopted replacement costs are reasonable for this style of development and have, therefore, adopted these within our calculations. The values adopted can be shown as follows:

Description	Area (ha)	Replacement Costs	Expected Life (yrs)	Year Built	Remaining Life	Level of depreciation	Value	New Build Cost	Current value/ha
Shade Netting	93.12ha	\$55,000/ha	20	2013	8	-60.0%	\$2,048,640	\$5,121,600	\$22,000/ha
							\$2,048,640	\$5,121,600	

We have adopted an additional \$22,000/ha (rounded) for the net over parts of the orchard under netting equating to a combined total value \$64,500/ha of established orchard which is in good condition. This rate is considered to be in line with other netted orchard properties listed herein, financial data provided and straight line depreciated replacement cost of the netting development costs. We have adopted a lower rate of \$52,500/ha (rounded) over the 11.37 hectares of shade netting which is damaged netting which needs netting replaced but the main supportive posts and infrastructure remains in place.

With regard to the dwelling improvements, we have made reference to the sales analysed herein and our general industry experience. Sales with a similar level of improvement show rates of generally between \$500/m² and \$800/m² of EMA. Given the age, size construction and average condition of the dwelling, we consider it warrants a rate at the mid-point of this range and have therefore adopted \$700/m² of EMA which equates to a value of approximately \$89,600.

In regard to the various shedding improvements, we have considered their age, condition and likely demand for this amount of space within this location. We have adopted a rate of \$150/m² over the modern implement shed and lower rates of between \$50/m² and \$75/m² for the various sundry sheds.

In regards the market value of the permanent Water Entitlement held with the Central Irrigation Trust, we have detailed recent water trades and held discussions with various water traders and CIT Water Officers who operate within the region. Based upon the volume and most recent sales available, we consider this entitlement warrants a value of between \$6,750/ML and \$7,250/ML, we have adopted the midpoint of this range of \$7,000/ML for the entitlement.

The summary of our calculations is contained below:

	Area	Rate	Value
Land			
Total Land Area	125.11ha		
Established Orchard Under Net	81.75ha @	\$64,500/ha	\$5,272,875
Established Orchard Under Net (Needing Replacement)	11.37ha @	\$52,500/ha	\$596,925
Balance of Established Orchard	13.83ha @	\$42,500/ha	\$587,775
Balance Land	18.16ha @	\$10,000/ha	\$181,600
Sub Total (Land Area)			\$6,639,175
Improvements			
Dwelling (EMA)	127m ² @	\$700/m ²	\$88,795
Implement Shed	360m ² @	\$150/m ²	\$54,000
Pump Shed	55m ² @	\$50/m ²	\$2,750
General Storage Shed	144m ² @	\$50/m ²	\$7,200
Chemical Shed	162m ² @	\$75/m ²	\$12,150
Sub Total (Improvements)	848m²		\$164,895
Water			
CIT Permanent Entitlement (AC 6603284)	31.64ML @	\$7,000/ML	\$221,480
Sub Total (Water)			\$221,480
Total Value			\$7,025,550
Rounded Market Value			\$7,000,000
<i>Rate/ha of Improved Site Area</i>			<i>\$55,951/ha</i>

We have adopted a rounded figure of **\$7,000,000 exclusive GST**. We have also analysed the property on rate per hectare overall. The above derived figure equates to \$55,951/ha of Improved Site Area (ISA). The above rate is therefore considered to be within an acceptable market range, based on comparable sales evidence.

This valuation has been prepared on a GST exclusive basis with no provision for the payment of GST by the supplier (vendor) on the hypothetical sale of this property as at the date of this valuation.

Valuation Certification

Acting under instructions from Katy Lawrence of Leadenhall, Knight Frank Valuation & Advisory South Australia has undertaken a valuation of 'Loxton Various Properties, Loxton SA 5333. We confirm that we have inspected the property as described herein and have prepared this report.

Subject to the overriding stipulations contained within the body of this report, we are of the opinion that the market value of the subject property assuming a sale of the unencumbered Freehold interest with vacant possession on an 'In Use' basis inclusive of Water Licence, as at the 30th June 2025, for Independent Experts Report purposes was:

\$7,000,000 (excluding GST)

(Seven Million Dollars (excluding GST))

This certificate of valuation forms part of, and should not be used or read independently from, the complete report.

A handwritten signature in black ink, appearing to read "Ben Badenoeh".

BEN BADENOCH

BBus (Property) AAPI 64377

Agribusiness (Accredited Specialist Water Valuer)

Partner, Certified Practising Valuer

Property Inspected: Yes

A handwritten signature in black ink, appearing to read "Jason Oster".

JASON OSTER

BBus (Property) FAPI 64303

AssocDip AppSci (FarmMgt)

Accredited Specialist Water Valuer

Partner, Certified Practising Valuer

Property Inspected: No

Counter-sign only for peer review

Knight Frank Valuation & Advisory South Australia

The Counter-Signatory has not inspected the subject property, nor concluded the opinions and advice expressed in this report. Reliance on this report should only be taken upon sighting a report document that has been signed or countersigned by a Senior Member of Knight Frank Valuation & Advisory South Australia. The opinions and advice expressed in this report have been arrived at by the prime signatory acting as the Valuer. The Counter Signatory confirms a peer review was conducted, which has comprised a review of this report and conferring with the Valuer, having particular regard to the valuation process and the methodology adopted. The Counter Signatory is satisfied that there is a reasonable basis for the valuation process undertaken and the methodology adopted by the prime signatory Valuer.

Appendices

Letter of Instruction

Copy of Certificates of Title

Zoning Regulations

LETTER OF INSTRUCTION

Duxton Dairies, Boomanoomana NSW 2712 & Duxton Orchards, Loxton SA 5333
12th May 2025

Leadenhall Corporate Advisory Pty Ltd
Level 13, 111 Elizabeth Street
Sydney NSW 2000

*Via e-mail only to
katy.lawrence@leadenhall.com.au*

Dear Katy,

Re: Proposal for Valuation Services

- Duxton Dairies, Boomanoomana NSW 2712
- Duxton Orchards, Loxton SA 5333

Thank you for your invitation to provide valuation services.

Our Terms of Engagement are set out below. To be clear, these Terms of Engagement.

Please sign and confirm these terms of engagement within the next 5 days so that we can commence work for you.

Knight Frank Entity	<p>The valuation services will be provided by:</p> <ul style="list-style-type: none">• Knight Frank Valuation & Advisory South Australia 86 087 710 192 <i>Level 29, 91 King William Street, ADELAIDE SA 5000</i> <p>Please note that each Knight Frank entity is separately owned and uses the name "Knight Frank" under licence. The entity named herein is not the owner or agent of any other business or entity that uses the Knight Frank name.</p>
Instructing Party	<p>Katy Lawrence Director Leadenhall</p> <p>Unless the Instructing Party is named as the Reliant Party the Instructing Party may not rely on the valuation for any purpose.</p>
Reliant Party/Parties	<p>Leadenhall Corporate Advisory Pty Ltd and Duxton Dairies Pty Ltd, Duxton Apples Pty Ltd</p>
Purpose of Valuation	<p>Independent Expert Reports in accordance with Regulatory Guide 112 (Section E).</p>
Scope (Services)	<p>To prepare a valuation reports as at the date of valuation, on the basis of valuation outlined herein, for reliance by the Reliant Party or Parties for the Purpose of Valuation outlined herein.</p>
Date of Valuation	<p>The date of valuation will be the date of inspection.</p>
Basis of Valuation	<p>"Market Value of the unencumbered Freehold interest on an 'In Use' basis inclusive of Water Licences"</p> <p>Where there is more than one interest We will establish if the basis of valuation is the individual sale of these interests or sale in one line adopting the highest and best use principles.</p>

Duxton Dairies, Boomanoomana NSW 2712 & Duxton Orchards, Loxton SA 5333
12th May 2025

Critical Assumptions	After the completion of Our investigations, we may need to make some (or some additional) assumptions in relation to the valuation. We will communicate these to You prior to completion of the report. r
Compliance	<p>Our Services will be provided with due regard to the following standards</p> <ul style="list-style-type: none"> • The Code of Conduct and ethical standards of the Australian Property Institute and in accordance with API valuation standards as they apply to the subject property and the purpose the valuation has been prepared for. • The IVSC Code of Conduct and Ethics and the IVSC valuation standards as adopted by the API as they apply to the subject property and the purpose of valuation. • Valuation Standards for valuations for mortgage purposes of Australian Major Banks (ADIs under the Banking Act 1959 (Cth)) as they apply to the subject property and the basis of valuation. • At all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and improper payments including the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom).
Timing	20 business days from receipt of formal instructions, all required information and access to the property. We reserve the right to amend this timing should there be undue delay with finalising the terms of engagement, provision of information, access, unforeseen issues that require further investigation or COVID19 inspection impacts. We will keep You regularly updated as to progress and potential delays.
Fee	Additional inspections, variations to the scope of the services and/or other additional work required by the subsequent lender will incur an additional fee which shall be agreed between parties acting reasonably. The fee stated above is exclusive of Title Searches cost, which will be charged directly at cost.
Cancellation Policy	Should You cancel this instruction, the fee will be adjusted by agreement with both parties to act reasonably.
Information	Upon receipt of instructions, we will forward our detailed list of required information. Please note that we are relying on You to provide Us with all information and matters applicable to the property to be valued that may have an impact upon the value and marketability of the property.
Report Delivery	<p>PDF copy including annexures.</p> <p>Please advise if you require hard copies, which will be provided at a cost of \$500 + GST each.</p>
Liability Cap	You agree that the total liability of Knight Frank or any of its directors, agents or employees, howsoever arising, that it in anyway relates to a valuation done in connection with this agreement, whether under the law of contract, tort, the Australian Consumer Law or otherwise, shall be limited to the greater of 10 times the fees paid or payable by You in relation to the services or \$100,000.
Reliance Clarity & Dispute Resolution	<p>For the avoidance of doubt, it is a term of this engagement that the individual investors or unit holders of the Reliant Party or the Reliant Parties' unit trust or company may not rely upon this valuation.</p> <p>Where there is more than one Reliant Party those parties agree that the interests of each of these parties are a joint interest under the professional standards legislation in the state the property is located. Under the legislation</p>

Duxton Dairies, Boomanoomana NSW 2712 & Duxton Orchards, Loxton SA 5333
12th May 2025

	<p>persons who have a joint interest in a cause of action founded on the same act or omission are to be treated as a single claim. Any claim by one or more of the parties will be treated as a single claim with the intention of joining all Reliant Parties to a single claim.</p> <p>No employee or consultant of Knight Frank has a contract with you or owes you a duty of care or any personal responsibility whatsoever and you agree that any claim will only be made against Knight Frank and not against any individual.</p> <p>Any dispute arising out of the advice provided pursuant to these Terms of Engagement will be subject to the exclusive jurisdiction of the laws of the state or territory of Australia in which the relevant property is located. By instructing us, you expressly agree that You cannot bring any claim against us in any other jurisdiction.</p>
Performance	We will provide the Services by exercising a degree of professional skill, care, efficiency and diligence expected of a service provider experienced in providing the same or similar services.
Confidentiality	Our valuation report is strictly confidential. You will not release any part of Our valuation report to any third party without Our written consent. We agree to keep the information You have provided to us confidential.
Intellectual Property	All intellectual property rights and all other rights in reports, including but not limited to Valuation Reports and other documentation created, prepared or produced by Us in relation to the Services shall be exclusively owned and remain vested in Us. You authorise and licence Us to incorporate Your intellectual property within our report(s) solely for the purpose of the valuation report.
Privacy	We may obtain personal information while performing Our Services. We respect rights to privacy. Relevant legislation requires Us to advise You that We will only obtain information that is necessary to assist Us while performing Our Services. If it is necessary for Us to engage third parties, we will inform these parties that they are not to disclose any personal information about You to any person or organisation other than Us.

Thank you for the opportunity to provide this proposal.

If this quote is acceptable, please sign the execution clause and return to Us at your earliest instructions so that we can best meet the proposed delivery timeline. However, if you do have any queries, please direct them to the partner below.

Yours faithfully,

Jason Oster

Partner,

jason.oster@au.knightfrank.com

08 8233 5283

File Reference #18800

DEFINITIONS:

These definitions apply to this agreement and also set out commonly used terms that will be included in the valuation report.

Duxton Dairies, Boomanoomana NSW 2712 & Duxton Orchards, Loxton SA 5333
12th May 2025

Reliant Party	The Party (or Parties) that Knight Frank has agreed, in writing, can rely on a valuation report.
You	The Reliant Party named herein.
Us, We, Our	The Knight Frank entity named herein.
Knight Frank	The Knight Frank entity named herein. Nothing in this agreement creates or is intended to create a joint liability between the entity named herein and other Knight Frank entities. The entity providing the advice will be expressly stated in each valuation report. It is only that entity that is responsible for the advice and or opinion of market value contained in the report.
Instructing Party	The Party that provides instructions to Knight Frank.
Confidential	Means information that is by its nature confidential; is designated by Us as confidential; you know or ought to know is confidential; and includes without limitation, information including any intellectual property we own in the Valuation Report provided to You.
Market Value	Market Value as defined by the IVSC as adopted by the API as: <i>"The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."</i>
Market Rent	Market Rent as defined by the IVSC as adopted by the API as: <i>"The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."</i>
As If Complete Value	As If Complete Value is defined by the API as: <i>"The market value of the proposed improvements, as detailed herein, on the assumption that all construction had been satisfactorily completed in all respects as at the date of valuation. The valuation reflects the valuer's view of the market conditions existing as at the date of inspection and does not purport to predict the market conditions and the value at the actual completion of the improvements because of time lag."</i>
Gross Realisable Value	Gross Realisable Value is not formally defined by the API. It is defined for the purposes of a Knight Frank valuation as: <i>"The sum of the Market Value of the individual 100% freehold interests described herein on the basis of individual sale of each of the titles adopting professional marketing and an orderly sale program, incorporating a selling period as outlined herein."</i>
Gross Realisable Value As If Complete	Gross Realisable Value As If Complete is not defined by the API. It is defined for the purposes of a Knight Frank valuation as: <i>"The sum of the Market Value of the proposed individual freehold interests described herein on the basis of individual sale of each of the lots (or units) adopting professional marketing and an orderly sale program, incorporating a selling period as outlined herein presuming all of the proposed lots exist complete with titles issued at the date of valuation in accordance with the As If Complete definition herein."</i>
Project Related Site Value	Project Related Site Value is not defined by the API. It is defined for the purposes of a Knight Frank valuation as: <i>"The value of the site to an unrelated third-party purchaser based on the specific development proposal. The value is derived via a Residual Method to determine the residual value of the property based upon the projected costs and revenues associated with the development proposal and subject to the Critical Assumptions as specified."</i>
Sale in One Line Value	Sale in One Line Value is not defined by the API. It is defined for the purposes of a Knight Frank valuation as: <i>"The market value of the lots presuming the lots are sold in a single transaction to a single buyer."</i>

Duxton Dairies, Boomanoomana NSW 2712 & Duxton Orchards, Loxton SA 5333
12th May 2025

**Market Value of the
Going Concern**

Market Value of a Going Concern is not defined by the API.
Market Value of a Going Concern, defined for the purposes of a Knight Frank valuation, encompasses the definition of Market Value with the added assumption that:

"The asset is inclusive of all licenses, permits and approvals, and the furniture and equipment (but excluding consumables and/or stock) and goodwill required for continuation of the existing use.

The Freehold Going Concern includes the land, improvements, fittings and fixtures, with any exceptions noted, whereas the Leasehold Going Concern is the interest which a tenant or lessee acquires under a lease including rights of use and occupancy for a stated term under certain conditions."

Duxton Dairies, Boomanoomana NSW 2712 & Duxton Orchards, Loxton SA 5333
12th May 2025

CONFIRMATION OF TERMS OF ENGAGEMENT

Description

Duxton Dairies, Boomanoomana NSW 2712

Duxton Orchards, Loxton SA 5333

Total (inc GST)

* disbursements may include statutory charges, travel etc.

By providing the details and signature below, you accept the terms and conditions set out above.
Please note we require the return of the whole of this letter inclusive of this signed page (and not just this signed page only).

First Reliant Party

I/We confirm that the above details are correct and authorise Knight Frank to proceed with the services as stated above. I/We hereby declare that I/we have read and understood the Terms of Engagement and are authorised to execute these Terms of Engagement on behalf of the reliant party or parties named herein.

Name: Richard Norris _____

Signature:  _____

Date: 2 July 2025 _____

Company: Leadenhall Corporate Advisory Pty Ltd _____

ABN/ACN: 11 114 534 619 _____

Address: Level 13, 111 Elizabeth St, Sydney NSW 2000_

Phone No: (02) 8823 6224 _____

Schedule A – Dispute Resolution

1. If any dispute arises between the parties arising out of or in connection with this agreement, then either party may give the other a notice adequately identifying the matters the subject of the dispute or difference together with detailed particulars of it (Notice of Dispute) and that dispute will be dealt with in accordance with this clause.
2. Within 10 days after a Notice of Dispute is issued, the parties' representatives must meet to attempt in good faith to resolve the dispute.
3. If a dispute the subject of a Notice of Dispute is not resolved by the parties' Representatives within 10 days after their first meeting, senior executives from the parties must meet to attempt in good faith to resolve the relevant dispute or difference.
4. If a dispute fails to be resolved, the Parties agree to settle the dispute by mediation conducted in accordance with the Australian Dispute Centre (ADC) mediation guidelines and administered by the ADC, unless otherwise agreed by the Parties. The costs of the mediation shall be borne equally by the parties.
5. Should:
 - a) the Parties not agree upon a mediation or have not requested the ADC to appoint a mediator within twenty eight (28) days (or other such time period as agreed to in writing between the parties) after the notification of the dispute; or
 - b) the dispute has not settled at mediation or otherwise within twenty eight (28) days (or other such time period as agreed to in writing between the parties) after the mediation,the dispute shall be referred to arbitration in accordance with the ADC arbitration rules and the dispute shall be administered by the ADC.
6. The arbitrator shall not be the same person as the mediator. The arbitration will be held by virtual online hearing unless otherwise agreed. The costs of the arbitration shall be borne as the arbitrator shall direct and such costs shall become part of the arbitrator's award and may be enforced as such
7. In the event that an arbitrator has not been appointed or the parties have not requested the ADC to appoint an arbitrator within seventy (70) days of the notification of the dispute, the parties have liberty to commence proceedings in respect of the dispute in a court of competent jurisdiction.

COPY OF CERTIFICATES OF TITLE

REAL PROPERTY ACT, 1986



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5990 Folio 237

Parent Title(s) CL 1095/25
Creating Dealing(s) RLG 10713007
Title Issued 18/07/2007 **Edition** 7 **Edition Issued** 20/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RIVERCORP LAND & WATER PTY LTD (ACN: 123 314 910)
 OF CARE PERKS & ASSOCIATES PTY. LTD. 180 GREENHILL ROAD PARKSIDE SA 5063

Description of Land

SECTION 417
 HUNDRED OF GORDON
 IN THE AREA NAMED LOXTON NORTH

Easements

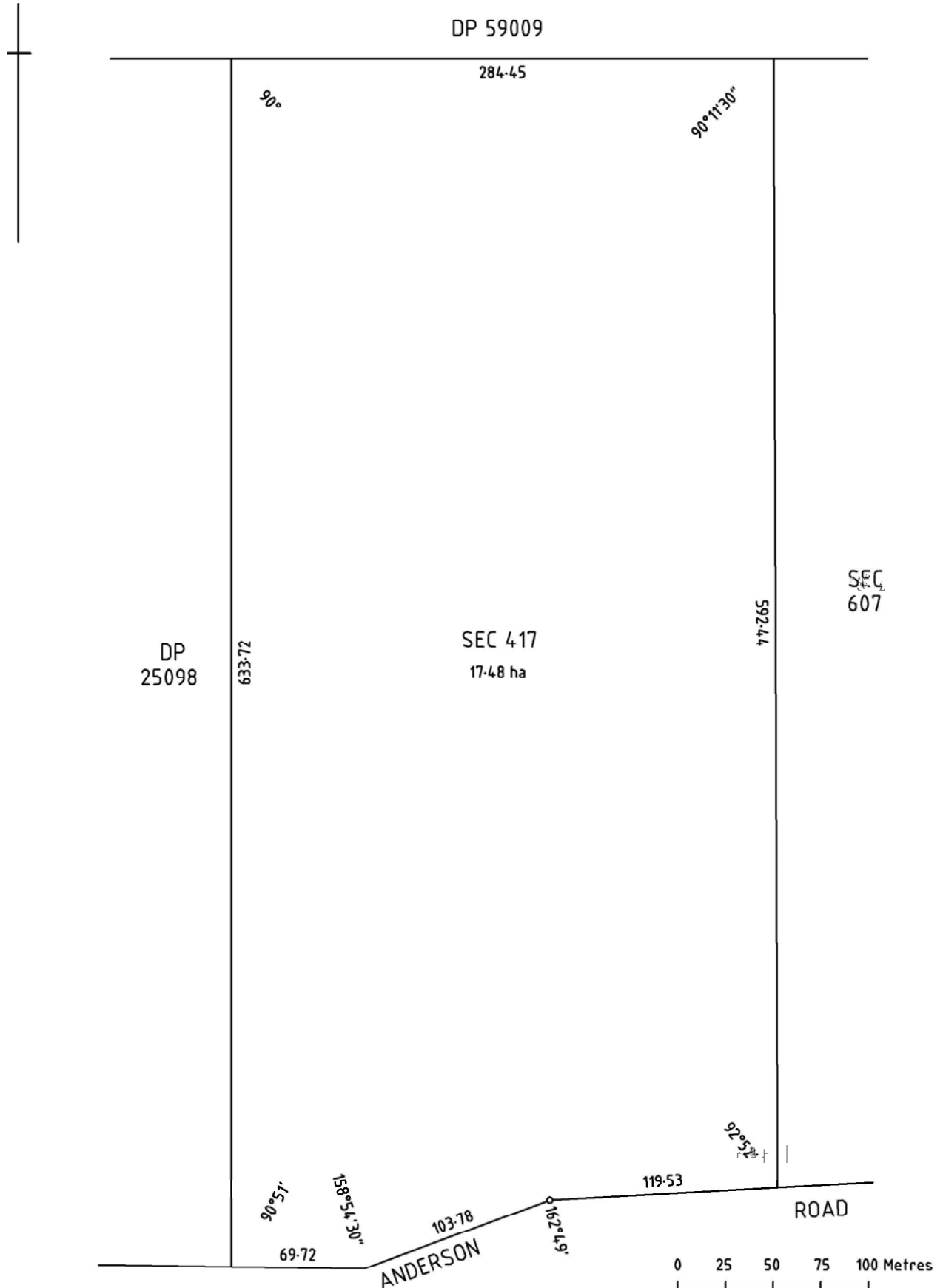
NIL

Schedule of Dealings

Dealing Number	Description
12196598	ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
13683083	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL



REAL PROPERTY ACT, 1986



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 5336 Folio 240

Parent Title(s) CT 4246/405, CT 4391/819

Creating Dealing(s) RTD 8061414

Title Issued 22/04/1996 **Edition** 10 **Edition Issued** 20/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RIVERCORP LAND & WATER PTY LTD (ACN: 123 314 910)
OF CARE PERKS & ASSOCIATES PTY. LTD. 180 GREENHILL ROAD PARKSIDE SA 5063

Description of Land

ALLOTMENT 1 DEPOSITED PLAN 44964
IN THE AREA NAMED LOXTON NORTH
HUNDRED OF GORDON

Easements

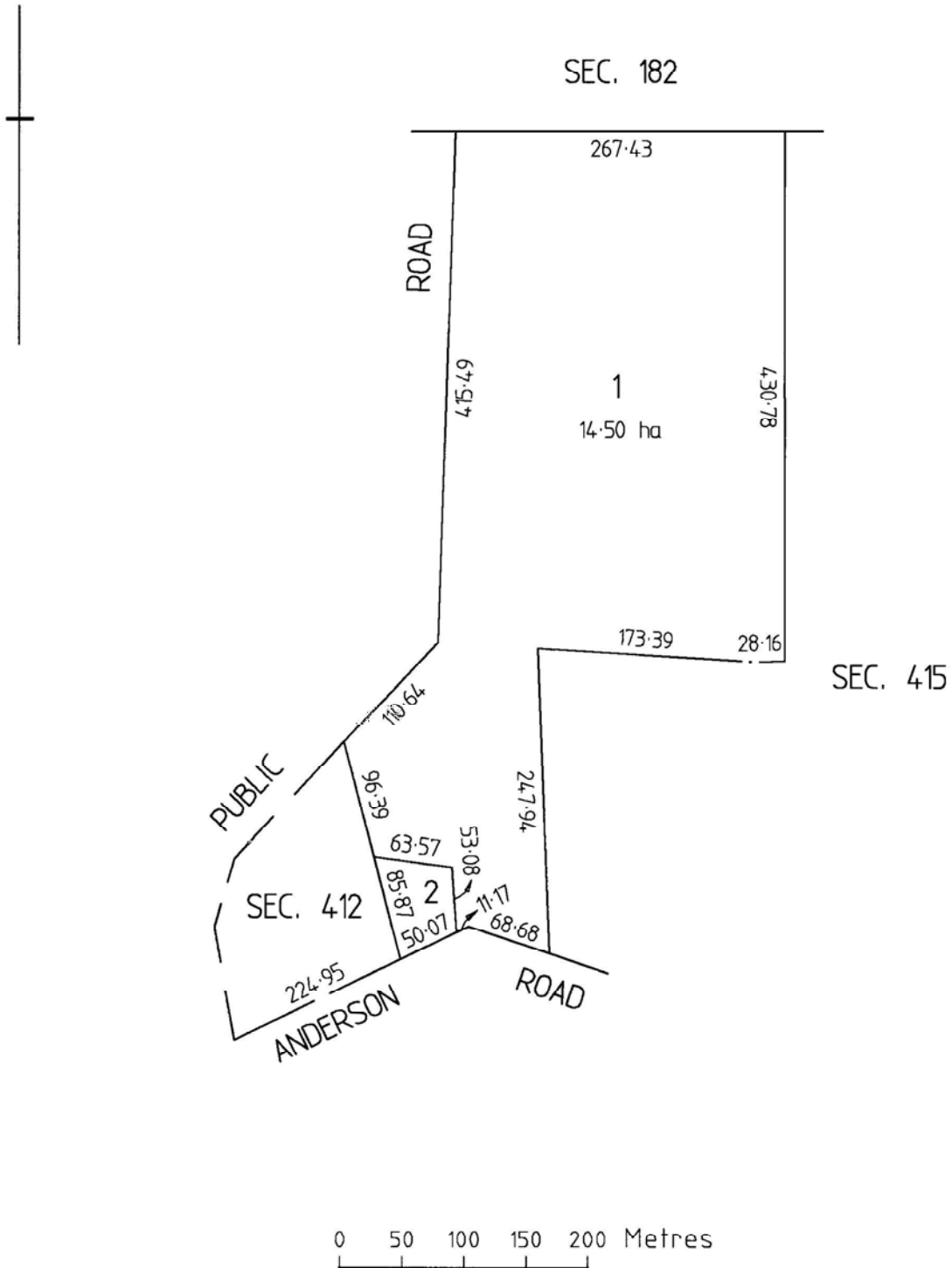
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Schedule of Dealings

Dealing Number	Description
12196598	ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
13683083	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL





The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6044 Folio 972

Parent Title(s) CR 5686/471, CT 5927/912

Creating Dealing(s) RLG 11177828, RTC 11196023

Title Issued 19/10/2009 **Edition** 8 **Edition Issued** 20/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RIVERCORP LAND & WATER PTY LTD (ACN: 123 314 910)
OF CARE PERKS & ASSOCIATES PTY. LTD. 180 GREENHILL ROAD PARKSIDE SA 5063

Description of Land

ALLOTMENT 17 DEPOSITED PLAN 80611
IN THE AREA NAMED LOXTON NORTH
HUNDRED OF GORDON

Easements

TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED B (RLG 11177828)

Schedule of Dealings

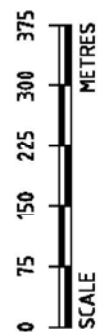
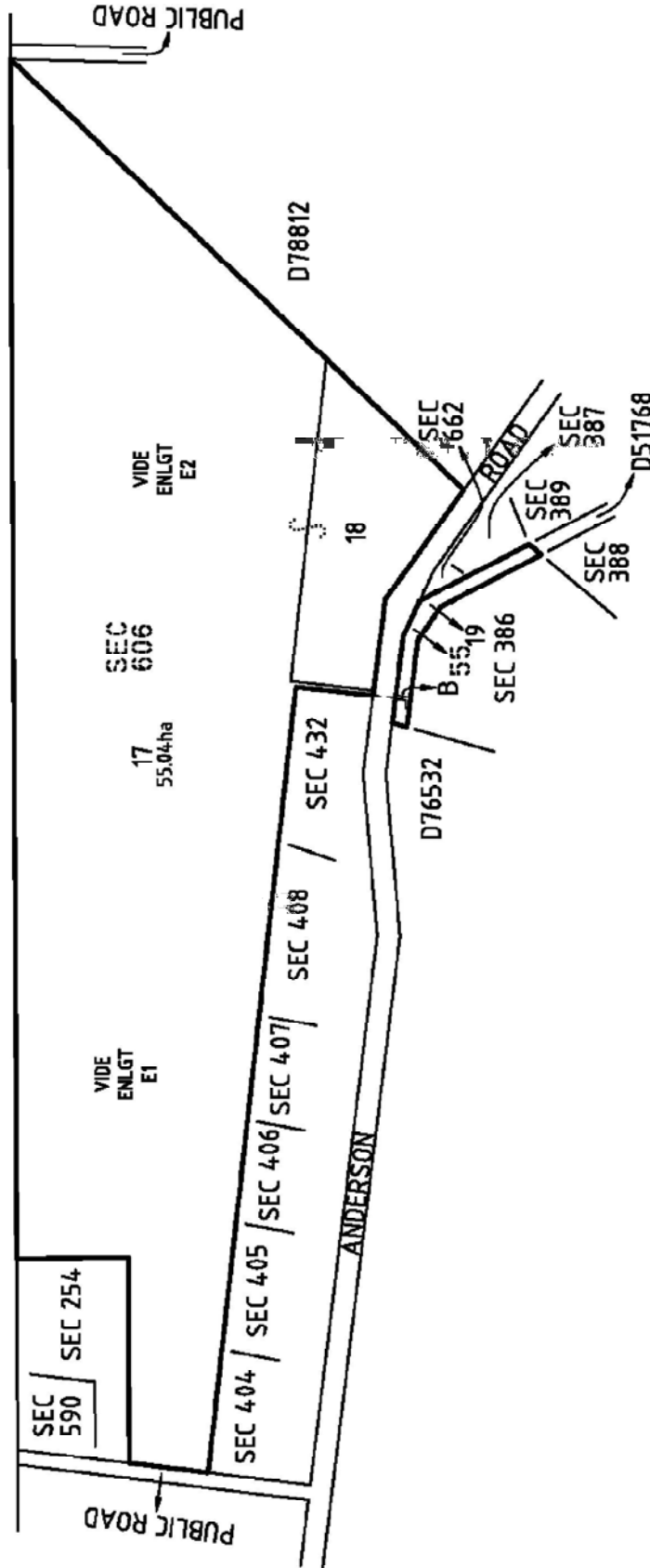
Dealing Number	Description
12196598	ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
13683083	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

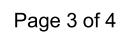
Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL

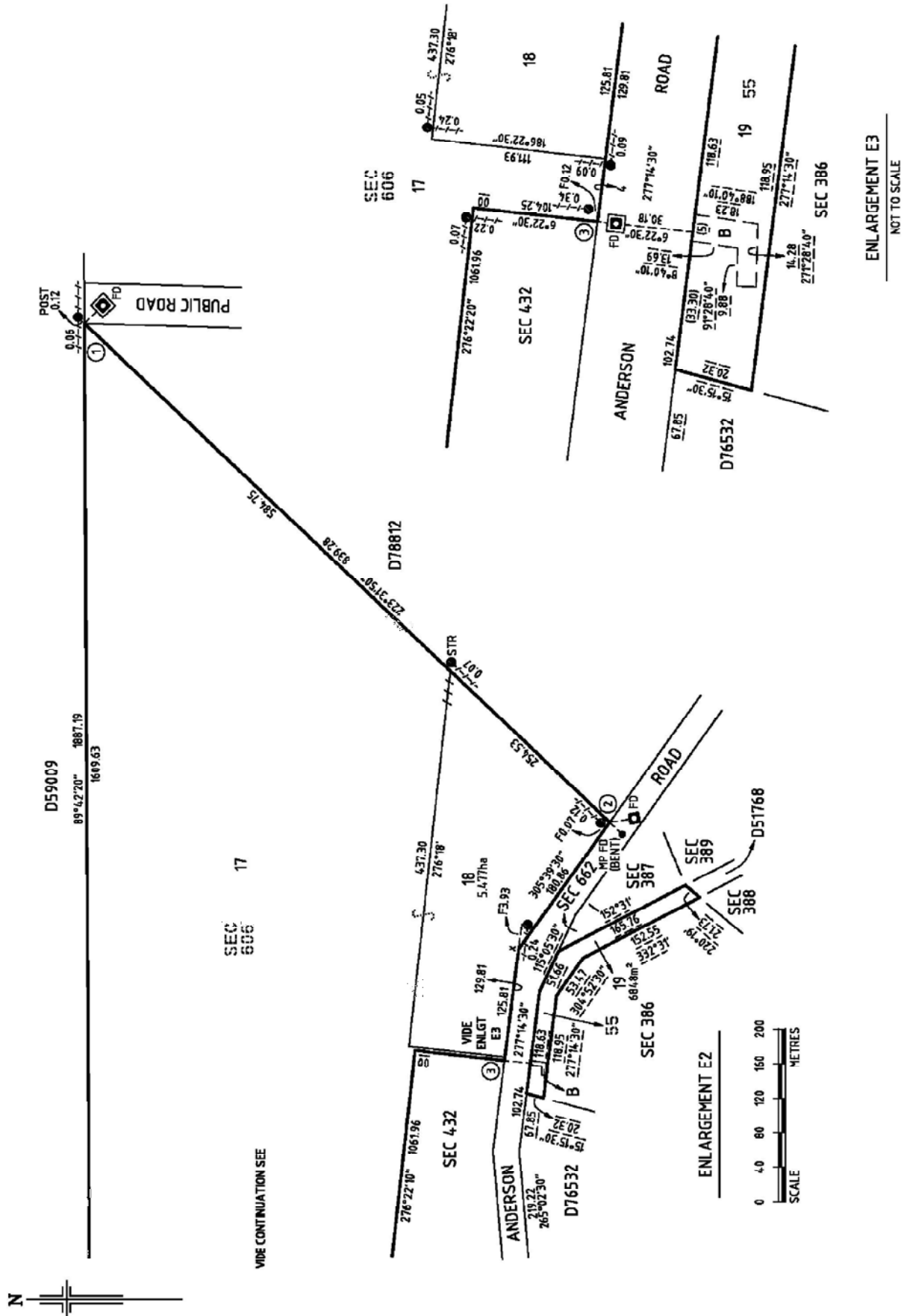


D59009



SURVEY INFORMATION IS DERIVED FROM DEPOSITED PLAN 80611





Certificate of Title - Volume 6051 Folio 33

Parent Title(s) CT 5985/773
Creating Dealing(s) RTC 11285084
Title Issued 07/01/2010 **Edition** 5 **Edition Issued** 20/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RIVERCORP LAND & WATER PTY LTD (ACN: 123 314 910)
 OF CARE PERKS & ASSOCIATES PTY. LTD. 180 GREENHILL ROAD PARKSIDE SA 5063

Description of Land

ALLOTMENT 25 DEPOSITED PLAN 81861
 IN THE AREA NAMED LOXTON NORTH
 HUNDRED OF GORDON

Easements

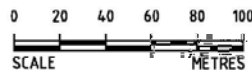
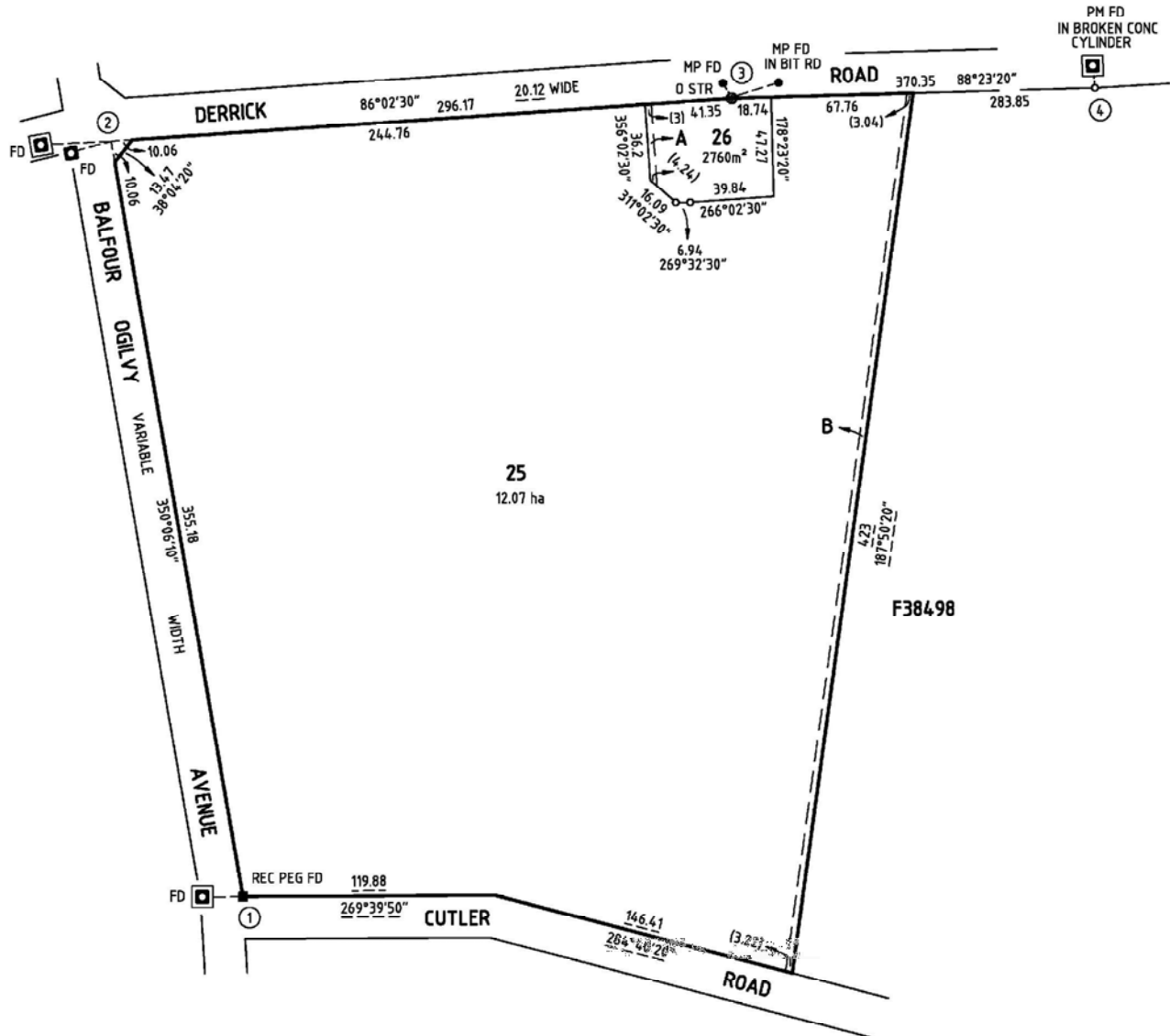
SUBJECT TO EASEMENT(S) OVER THE LAND MARKED B FOR DRAINAGE PURPOSES (RTC 11285084)
 TOGETHER WITH EASEMENT(S) OVER THE LAND MARKED A FOR WATER SUPPLY PURPOSES (RTC 11285084)

Schedule of Dealings

Dealing Number	Description
12196598	ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
13683083	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL



SURVEY INFORMATION IS DERIVED FROM DEPOSITED PLAN 81861



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6021 Folio 560

Parent Title(s) CT 5987/22, CT 5987/512
Creating Dealing(s) RTU 11019199
Title Issued 24/10/2008 **Edition** 5 **Edition Issued** 20/12/2021

Estate Type

FEE SIMPLE

Registered Proprietor

RIVERCORP LAND & WATER PTY LTD (ACN: 123 314 910)
OF CARE PERKS & ASSOCIATES PTY. LTD. 180 GREENHILL ROAD PARKSIDE SA 5063

Description of Land

ALLOTMENT 201 DEPOSITED PLAN 76280
IN THE AREA NAMED LOXTON NORTH
HUNDRED OF GORDON

Easements

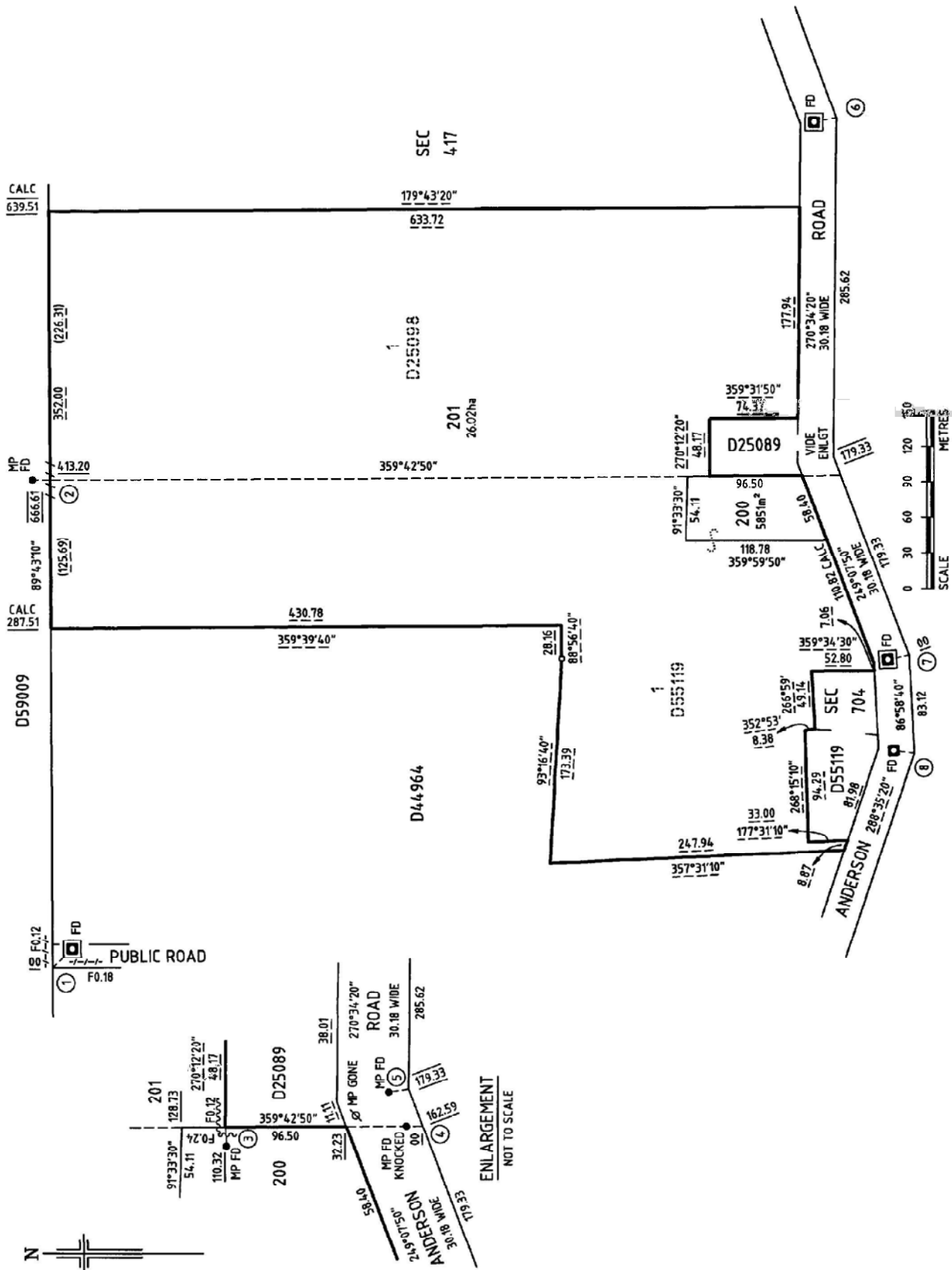
NIL

Schedule of Dealings

Dealing Number	Description
12196598	ENCUMBRANCE TO LOXTON IRRIGATION TRUST INC.
13683083	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA (ACN: 123 123 124)

Notations

Dealings Affecting Title	NIL
Priority Notices	NIL
Notations on Plan	NIL
Registrar-General's Notes	NIL
Administrative Interests	NIL



SURVEY INFORMATION IS DERIVED FROM DEPOSITED PLAN 76280

ZONING REGULATIONS

Part 2 - Zones and Sub Zones

Rural Horticulture Zone

Assessment Provisions (AP)

Desired Outcome (DO)

Desired Outcome	
DO 1	Intensive agriculture in the form of horticulture and associated value-adding enterprises and activities.
DO 2	The establishment of appropriately scaled industries for washing, processing, bottling and packaging primary produce and servicing and supporting horticulture.
DO 3	Manage interface conflict between horticulture and other land uses.

Performance Outcomes (PO) and Deemed-to-Satisfy (DTS) Criteria / Designated Performance Feature (DPF)

Annexure B – Investigating Accountant’s Report

The Board of Directors
Duxton Dried Fruits Pty Ltd

The Board of Directors
Duxton Dairies (Cobram) Pty Ltd
(referred to as Duxton Walnuts)

The Board of Directors
Duxton Orchards Pty Ltd

7 Pomona Road
Stirling, SA 5152

27 August 2025

Dear Directors

The Board of Directors
Duxton Farms Limited

The Board of Directors
Duxton Bees Pty Ltd

**Grant Thornton Corporate
Finance Pty Ltd**
Level 26
Grosvenor Place
225 George Street
Sydney NSW 2000
Locked Bag Q800
Queen Victoria Building NSW
1230
T +61 2 8297 2400

INDEPENDENT LIMITED ASSURANCE REPORT AND FINANCIAL SERVICES GUIDE

INTRODUCTION

Grant Thornton Corporate Finance Pty Limited ("Grant Thornton Corporate Finance") has been engaged by the Merger Companies ("Merger Companies") and Duxton Farms Limited ("Duxton Farms") to prepare this report for inclusion in the scheme books to be dated on or around 4 September 2025 (the "Scheme Books") to be issued by each of the Merger Companies, in respect of the proposed acquisition of the Merger Companies by Duxton Farms (the "Transaction") (together the "Merged Group").

Grant Thornton Corporate Finance Pty Ltd ("Grant Thornton Corporate Finance") holds an Australian Financial Services Licence (AFS Licence Number 247140). This report is both an Independent Limited Assurance Report, the scope of which is set out below, and a Financial Services Guide, as attached at Appendix A.

Expressions defined in the Scheme Book have the same meaning in this report, unless otherwise specified.

SCOPE

You have requested Grant Thornton Corporate Finance to perform a limited assurance engagement in relation to the Merged Group Unaudited Pro Forma Historical Financial Information described below and disclosed in the Scheme Book.

ABN-59 003 265 987 ACN-003 265 987 AFSL-247140

Grant Thornton Corporate Finance Pty Ltd ABN 59 003 265 987 ACN 003 265 987 (holder of Australian Financial Services Licence No. 247140), a subsidiary or related entity of Grant Thornton Australia Limited ABN 41 127556 389. 'Grant Thornton' refers to the brand under which the Grant Thornton member firms provide assurance, tax and advisory services to their clients and/or refers to one or more member firms, as the context requires. Grant Thornton Australia Limited is a member firm of Grant Thornton International Ltd (GTIL). GTIL and the member firms are not a worldwide partnership. GTIL and each member firm is a separate legal entity. Services are delivered by the member firms. GTIL does not provide services to clients. GTIL and its member firms are not agents of, and do not obligate one another and are not liable for one another's acts or omissions. In the Australian context only, the use of the term 'Grant Thornton' may refer to Grant Thornton Australia Limited ABN 41 127 556 389 and its Australian subsidiaries and related entities. Liability limited by a scheme approved under Professional Standards Legislation.

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The Merged Group Unaudited Pro Forma Historical Financial Information is presented in the Scheme Books in an abbreviated form, insofar as it does not include all of the presentation and disclosures required by Australian Accounting Standards and other mandatory professional reporting requirements applicable to general purpose financial reports prepared in accordance with the Corporations Act 2001 (Cth).

Basis of preparation of The Merged Group Unaudited Pro Forma Historical Financial Information

The Merged Group Unaudited Pro Forma Historical Financial Information presented in Section 10.10 of the Scheme Book comprises:

- Merged Group Unaudited Pro Forma Historical Consolidated Profit and Loss Statement for the years ended 30 June 2022, 30 June 2023 and 30 June 2024 and six months ended 31 December 2024;
 - Merged Group Unaudited Pro Forma Historical Statement of Cash Flows for the years ended 30 June 2022, 30 June 2023 and 30 June 2024 and six months ended 31 December 2024; and
 - Merged Group Unaudited Pro Forma Historical Statement of Financial Position as at 31 December 2024 in respect of the Merger Companies and 30 June 2025 in respect of Duxton Farms.
- (together the “**Merged Group Unaudited Pro Forma Historical Financial Information**”).

The Merged Group Unaudited Pro Forma Historical Financial Information is derived from;

- in the case of Duxton Farms, the following financial statements (as presented in Section 9.9 of the Scheme Book):
 - Duxton Farms' audited statutory historical consolidated financial information for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and the reviewed for the six months ended 31 December 2024 in respect of the Duxton Farms Historical Profit and Loss Statements and Duxton Farms Historical Statement of Cash Flow; and
 - the Duxton Farms audited Historical Statement of Financial Position as at 30 June 2025;
- in the case of Duxton Bees, Duxton Dried Fruits and Duxton Walnuts, the following financial statements of those Merger Companies (as summarised in Sections 5.11, 6.11 and 7.11 of the Scheme Book respectively):
 - the audited statutory historical consolidated financial information for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and reviewed for the six months ended 31 December 2024 in respect of those Merger Companies Historical Profit and Loss Statements and Merger Companies Historical Statements of Cash Flow; and
 - the Merger Companies Historical Statements of Financial Position reviewed for the six months ending 31 December 2024;
- in the case of Duxton Orchards, the following financial statements of Duxton Orchards (as summarised in Section 8.11 of the Scheme Book):
 - Duxton Orchards' audited statutory historical consolidated financial information for the years ended 31 December 2022, 31 December 2023 and 31 December 2024 and reviewed statutory historical financial information for the six months ended 30 June 2023 and 30 June 2024 in respect of Duxton Orchards' Merger Companies Historical Profit and Loss Statements, Merger Companies Historical Statements of Cash Flow; and
 - Duxton Orchards' audited Historical Statement of Financial Position as at 31 December 2024; and
- pro forma adjustments described in Sections 10.10 (c), 10.10(e) and 10.10(g) of the Scheme Book (“Pro Forma Adjustments”).

The stated basis of preparation is the recognition and measurement principles contained in Australian Accounting Standards applied to the historical financial information and the event(s) or transaction(s) to which the pro forma adjustments relate, as described in Sections 10.10(c), 10.10(e) and 10.10(g) of the Scheme Book. Due to its nature, the Merged Group Unaudited Pro Forma Historical Financial Information does not represent the Merged Group's actual or prospective financial position, financial performance, and/or cash flows.

The Merged Group Unaudited Pro Forma Historical Financial Information has been compiled by the Merger Companies and Duxton Farms for illustrative purposes to provide an indication of the financial performance (income statement and cash flows) and financial position of the Merged Group as if the Scheme had been implemented prior to 1 July 2021 in respect of the financial performance and cashflows, and prior to 30 June 2025 in respect of the financial position for Duxton Farms and 31 December 2024 for the Merger Companies.

DIRECTORS' RESPONSIBILITY

The:

- Duxton Bees Directors are responsible for the Merger Company Information to the extent it relates to Duxton Bees;
- Duxton Dried Fruits Directors are responsible for the Merger Company Information to the extent it relates to Duxton Dried Fruits;
- Duxton Walnuts Directors are responsible for the Merger Company Information to the extent it relates to Duxton Walnuts;
- Duxton Orchards Directors are responsible for the Merger Company Information to the extent it relates to Duxton Orchards;
- Duxton Farms Directors are responsible for the Duxton Farms Information,

included in the preparation and presentation of the Merged Group Unaudited Pro Forma Historical Financial Information including the selection and determination of the pro forma adjustments and/ or adjustments, and for properly compiling the Merged Group Unaudited Pro Forma Historical Financial Information on the basis stated in Section 10.10(b) of the Scheme Book.

This responsibility includes for the operation of such internal controls as the relevant Merger Company Directors or Duxton Farms Directors determine are necessary to enable the preparation of financial information that are free from material misstatement, whether due to fraud or error.

OUR RESPONSIBILITY

Our responsibility is to express a limited assurance conclusion on the Merged Group Unaudited Pro Forma Historical Financial Information based on the procedures performed and the evidence we have obtained.

We have conducted our engagement in accordance with the Australian Standard on Assurance Engagements (ASAE) 3450 *Assurance Engagements involving Corporate Fundraisings and/or Prospective Financial Information*.

A limited assurance engagement consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A limited assurance engagement is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain reasonable assurance that we would become aware of all significant matters that might be identified in a reasonable assurance engagement. Accordingly, we do not express an audit opinion on the Merged Group Unaudited Pro Forma Historical Financial Information.

We have performed the following procedures as we, in our professional judgement, considered reasonable in the circumstances.

- consideration of work papers, accounting records and other documents, including those dealing with the extraction of the audited historical financial information of Duxton Farms for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and reviewed historical financial information for the 6 months ended 31 December 2024 in respect of the Historical Income Statement and Historical Statement of Cashflows and the audited Historical Statement of Financial Position as at 30 June 2025;
- consideration of work papers, accounting records and other documents, including those dealing with the extraction of:
 - the Merger Companies (other than Duxton Orchards) audited historical consolidated financial information for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and the Merger Companies reviewed historical financial information for the six months ended 31 December 2024 in respect of the Historical Income Statement and Historical Statement of Cashflows and the reviewed Historical Statement of Financial Position of each of the Merger Companies (other than Duxton Orchards) as at 31 December 2024;
 - Duxton Orchards audited historical consolidated financial information for the years ended 31 December 2022, 31 December 2023 and 31 December 2024 and reviewed historical financial information for the six months ended 30 June 2023 and 30 June 2024 in order to present Duxton Orchard Historical Income Statement and Historical Statement of Cashflows on year ended 30 June basis in addition to the audited Historical Statement of Financial Position of Duxton Orchards as at 31 December 2024;
- enquiry of management of the Merger Companies and Duxton Farms, the Merger Company Directors and the Duxton Farms Directors in relation to the Unaudited Pro Forma Historical Financial Information of the Merger Companies and Duxton Farms for the years ended 30 June 2022, 30 June 2023, 30 June 2024 and the six months ended 31 December 2024 in respect of the Historical Income Statement and Historical Statement of Cashflows and the Historical Statement of Financial Position at 30 June 2025 in respect of Duxton Farms and 31 December 2024 in respect of the Merger Companies;
- analytical procedures applied to the Unaudited Pro Forma Historical Consolidated Financial Information;
- consideration of the appropriateness and application of the Pro Forma Adjustments described in Sections 10.10(c), 10.10(e) and 10.10(g) of the Scheme Book; and
- a review of the consistency of the application of the stated basis of preparation as described in the Scheme Book used in the preparation of the Unaudited Pro Forma Historical Financial Information.

Our limited assurance engagement has not been carried out in accordance with auditing or other standards and practices generally accepted in any jurisdiction outside of Australia and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

We have assumed and relied on representations from the Merger Companies and Duxton Farms, that all material information concerning the Merged Group Unaudited Pro Forma Historical Financial Information has been disclosed to us and that the information provided to us for the purpose of our work is true, complete and accurate in all respects. We have no reason to believe that those representations are false.

CONCLUSIONS

Based on our limited assurance engagement, which is not an audit, nothing has come to our attention that causes us to believe that the Merged Group Unaudited Pro Forma Historical Financial Information comprising the:

- Merged Group Unaudited Pro Forma Historical Consolidated Profit and Loss Statement as set out in Section 10.10(e) of the Scheme Book;
- Merged Group Unaudited Pro Forma Historical Statement of Financial Position as set out in Section 10.10(g) of the Scheme Book; and
- Merged Group Unaudited Pro Forma Historical Statement of Cash Flows as set out in Section 10.10(i) of the Scheme Book

is not presented fairly, in all material aspects, in accordance with the stated basis of preparation described in Section 10.10(b) of the Scheme Booklet.

Restrictions on Use

Without modifying our conclusions, we draw attention to Section 10.10(b) of the Scheme Book, which describes the purpose of the Merged Group Unaudited Pro Forma Historical Financial Information, being for inclusion in the Scheme Book. As a result, this Independent Limited Assurance Report may not be suitable for use for another purpose.

Consent

Grant Thornton Corporate Finance Pty Limited has consented to the inclusion of this Independent Limited Assurance Report in the Scheme Book in the form and context in which it is included.

Liability

The liability of Grant Thornton Corporate Finance Pty Limited is limited to the inclusion of this report in the Scheme Book. Grant Thornton Corporate Finance makes no representation regarding, and has no liability, for any other statements or other material in, or omissions from the Scheme Book.

Independence or Disclosure of Interest

Grant Thornton Corporate Finance does not have any interest in the outcome of the proposed Scheme, other than in connection with the preparation of this report and participation in due diligence procedures for which normal professional fees have been received.

Yours faithfully

GRANT THORNTON CORPORATE FINANCE PTY LTD



Neil Cooke

Partner

Grant Thornton Corporate Finance Pty Ltd

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Grosvenor Place
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Sydney NSW 2000
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1230
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Appendix A (Financial Services Guide)

This Financial Services Guide is dated 27 August 2025.

1 About us

Grant Thornton Corporate Finance Pty Ltd (ABN 59 003 265 987 and Australian Financial Services Licence no 247140) ("Grant Thornton Corporate Finance") has been engaged by the Merger Companies ("Merger Companies") and Duxton Farms Limited ("Duxton Farms") to prepare an Independent Limited Assurance Report (the "Report") for inclusion in the scheme booklet to be dated on or around 4 September 2025 (the "Scheme Book") to be issued by the Merger Companies, in respect of the proposed acquisition of the Merger Companies by Duxton Farms (the "Transaction") (together the "Merged Group").

You have not engaged us directly but have been provided with a copy of the Report as a retail client because of your connection to the matters set out in the Report.

2 This Financial Services Guide

This Financial Services Guide (FSG) is designed to assist retail clients in their use of any general financial product advice contained in the report. This FSG contains information about Grant Thornton Corporate Finance generally, the financial services we are licensed to provide, the remuneration we may receive in connection with the preparation of the report, and how complaints against us will be dealt with.

3 Financial services we are licensed to provide

Our Australian financial services licence allows us to provide a broad range of services, including providing financial product advice in relation to various financial products such as securities and superannuation products and deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of securities and superannuation products.

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4 General financial product advice

The Report contains only general financial product advice. It was prepared without taking into account your personal objectives, financial situation or needs. You should consider your own objectives, financial situation and needs when assessing the suitability of the Report to your situation. You may wish to obtain personal financial product advice from the holder of an Australian Financial Services Licence to assist you in this assessment.

Grant Thornton Corporate Finance does not accept instructions from retail clients. Grant Thornton Corporate Finance provides no financial services directly to retail clients and receives no remuneration from retail clients for financial services. Grant Thornton Corporate Finance does not provide any personal financial product advice directly to retail investors nor does it provide market-related advice directly to retail investors.

5 Fees, commissions and other benefits we may receive

Grant Thornton Corporate Finance charges fees to produce reports, including the Report. These fees are negotiated and agreed with the entity which engages Grant Thornton Corporate Finance to provide a report. Fees are charged on an hourly basis or as a fixed amount depending on the terms of the agreement with the person who engages us. In the preparation of the Report, Grant Thornton Corporate Finance will receive a total fee inclusive of all of the Merger Companies Reports of \$150,000 (excluding Technology and administration fee and GST), which is based on commercial rates plus reimbursement of out-of-pocket expenses.

Partners, Directors, employees or associates of Grant Thornton Corporate Finance, or its related bodies corporate, may receive dividends, salary or wages from Grant Thornton Australia Ltd. None of those persons or entities receive non-monetary benefits in respect of, or that is attributable to, the provision of the services described in this FSG.

6 Referrals

Grant Thornton Corporate Finance - including its Partners, Directors, employees, associates and related bodies corporate - does not pay commissions or provide any other benefits to any person for referring customers to us in connection with the reports that we are licenced to provide.

7 Associations with issuers of financial products

Grant Thornton Corporate Finance and its Partners, Directors, employees or associates and related bodies corporate may from time to time have associations or relationships with the issuers of financial products. For example, Grant Thornton Australia Ltd may be the auditor of, or provide financial services to the issuer of a financial product and Grant Thornton Corporate Finance may provide financial services to the issuer of a financial product in the ordinary course of its business.

In the context of the Report, Grant Thornton Corporate Finance considers that there are no such associations or relationships which influence in any way the services described in this FSG.

8 Independence

Grant Thornton Corporate Finance is required to be independent of the Merger Companies and Duxton Farms in order to provide this Report. The following information in relation to the independence of Grant Thornton Corporate Finance is stated below.

“Grant Thornton Corporate Finance and its related entities do not have at the date of this report, and have not had within the previous two years, any shareholding in or other relationship with the Merger

Companies or Duxton Farms that could reasonably be regarded as capable of affecting its ability to provide an unbiased opinion in relation to the Transaction.

Grant Thornton Corporate Finance has no involvement with, or interest in the outcome of the Transaction, other than the preparation of the Report.

Grant Thornton Corporate Finance will receive a fee based on commercial rates for the preparation of the Report. This fee is not contingent on the outcome of the Transaction.

Grant Thornton Corporate Finance's out of pocket expenses in relation to the preparation of the Report will be reimbursed. Grant Thornton Corporate Finance will receive no other benefit for the preparation of the Report.

9 Complaints

Grant Thornton Corporate Finance has an internal complaint handling mechanism and is a member of the Australian Financial Complaints Authority (AFCA) (membership no. 11800). All complaints must be in writing and addressed to the National Head of Corporate Finance at Grant Thornton Corporate Finance. We will endeavour to resolve all complaints within 30 days of receiving the complaint. If the complaint has not been satisfactorily dealt with, the complaint can be referred to AFCA who can be contacted at:

Australian Financial Complaints Authority

GPO Box 3
Melbourne, VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au

Grant Thornton Corporate Finance is only responsible for the Report and FSG. Grant Thornton Corporate Finance will not respond in any way that might involve any provision of financial product advice to any retail investor.

10 Compensation arrangements

Grant Thornton Corporate Finance has professional indemnity insurance cover under its professional indemnity insurance policy. This policy meets the compensation arrangement requirements of section 912B of the Corporations Act, 2001.

11 Contact Details

Grant Thornton Corporate Finance can be contacted by sending a letter to the following address:

National Head of Corporate Finance

Grant Thornton Corporate Finance Pty Ltd
Level 26, Grosvenor Place
225 George Street
Sydney, NSW, 2000

Annexure C – Scheme Implementation Agreement

Scheme implementation agreement

Duxton Farms Ltd
DBF

Duxton Orchards Pty Ltd
DMPC

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 13530/22069/81041949

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Scheme implementation agreement

Date 26 June 2025

Parties **Duxton Farms Ltd ACN 129 249 243** of 7 Pomona Road Stirling SA 5152 (**DBF**)

Duxton Orchards Pty Ltd ACN 616 154 379 of Duxton Capital (Australia) Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152 (**DMPC**)

Background

- A. DBF proposes that it will acquire all of the issued capital in DMPC as part of the proposed merger of the businesses of the DBF Group and the DMPC Group, along with Other Transaction Entities.
- B. DBF proposes that it will acquire:
 - (a) all of the DMPC Preference Shares by means of a scheme of arrangement under Part 5.1 of the Corporations Act between DMPC and Scheme Shareholders in the form or substantially in the form of the Scheme at Annexure A of this agreement; and
 - (b) all of the DMPC Ordinary Shares by means of share purchase agreement between DBF and the DMPC Ordinary Shareholder substantially in the form of the Ordinary Share SPA at Annexure C of this agreement.
- C. The parties acknowledge and agree that the exchange of all of the DMPC Preference Shares under the Scheme and all of the DMPC Ordinary Shares under the Ordinary Share SPA is in consequence of a single arrangement that satisfies subsection 124-780(2A) of the *Income Tax Assessment Act 1997* (Cth).
- D. The Scheme is subject to satisfaction or waiver of the Conditions, including receipt of requisite approvals by DBF Shareholders.
- E. DMPC has agreed to propose the Scheme and issue the Scheme Book to DMPC Preference Shareholders, and DBF has agreed to convene the DBF Shareholder Meeting.
- F. DMPC and DBF have agreed to implement the Scheme and the Transaction on the terms and conditions of this agreement.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this agreement:

Accounting Standards means:

- (a) accounting standards as that term is defined in the Corporations Act;
- (b) the requirements of the Corporations Act in relation to the preparation and content of financial reports; and
- (c) if and to the extent that any matter is not covered by the accounting standards or requirements referred to in paragraphs (a) or (b), other relevant accounting

standards and generally accepted accounting principles applied from time to time in Australia for a business similar to that conducted by the relevant entity as at the date of this agreement.

Alternative DMPC Proposal means a proposed transaction or arrangement (whether by way of takeover, share acquisition, scheme of arrangement, capital reconstruction, acquisition of assets or otherwise) under which a person other than DBF would, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms:

- (a) acquire Control of, or otherwise merge or amalgamate with, DMPC;
- (b) acquire, whether alone or together with its Associates, a Relevant Interest in any shares of DMPC, as a result of which the person, together with any Associates, will have:
 - (i) if those persons did not have Relevant Interests in 20% or more of the shares in DMPC in aggregate immediately prior to the Alternative DMPC Proposal, Relevant Interests in 20% or more of the shares in DMPC in aggregate; or
 - (ii) if those persons already had Relevant Interests in 20% or more of the shares in DMPC in aggregate immediately prior to the Alternative DMPC Proposal, Relevant Interests in not less than 3% or more of the shares in DMPC in aggregate than they had immediately prior to the Alternative DMPC Proposal; or
- (c) directly or indirectly acquire, have a right to acquire or otherwise acquire an economic interest in all or a substantially all of the business, assets or undertaking of DMPC.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12 of the Corporations Act.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Authorisation means any licence, consent, approval, permit, registration, accreditation, certification or other authorisation given or issued by any Regulatory Authority or any other person.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney and Adelaide.

Cash Consideration means the cash amount calculated in accordance with clause 5.2(a) for each Scheme Share held by a Scheme Shareholder who makes a valid Election.

Condition means each condition specified in clause 3.1.

Confidentiality Agreement means the confidentially agreement between DBF, DMPC and the Other Transaction Entities dated on or about 27 November 2024 in relation to the Transaction.

Control has the meaning given in the Corporations Act.

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

Court means the Federal Court, New South Wales Registry, or such other court of competent jurisdiction as DMPC and DBF agree in writing.

DBF Board means the board of directors of DBF.

DBF Director means a director of DBF.

DBF Dividend means the dividend and reinvestment opportunity to be announced by DBF in the Transaction Announcement.

DBF Group means the group comprising DBF and Duxton Pistachios Pty Limited ACN 662 294 386.

DBF Group Member means a member of the DBF Group.

DBF Material Adverse Change means an event, matter, or circumstance which individually or when aggregated with other such events, matters, or circumstances (**Relevant Event**) has had, or could reasonably be expected to have the effect of:

- (a) diminishing the current or likely future value of the consolidated net assets of the DBF Group (calculated in accordance with the accounting policies and practices applied by the DBF Group as at the date of this agreement) by more than the Reference Amount (Balance Sheet); or
- (b) diminishing the consolidated EBITDA for the full financial year end 30 June 2025 or the consolidated EBITDA for a future full financial year up until 30 June 2027 of the DBF Group (calculated in accordance with the accounting policies and practices applied by the DBF Group as at the date of this agreement) by more than the Reference Amount (P&L),

each having been determined after taking into account any matters which offset the impacts of the Relevant Event giving rise to the adverse effect, other than an event, matter or circumstance, to the extent that it:

- (c) has been Fairly Disclosed:
 - (i) in written materials by DBF Team Members to DMPC or its Representatives on or prior to the date of this agreement; or
 - (ii) in a publicly available document lodged by or on behalf of, or against, a DBF Group Member which would be disclosed on a register maintained by ASIC, or the High Court of Australia, the Federal Court of Australia or any Supreme Court of any State or Territory in Australia, or on the Personal Property Securities Register, at least 2 Business Days prior to the date of this agreement;
- (d) is contemplated by a Transaction Announcement, the Transaction Documents or Transaction Documents (Others) (including any transaction costs incurred by DBF), or is required in respect of the Transaction or Transaction (Others);
- (e) is, is contemplated by, or arises in relation to a matter, that has been Fairly Disclosed by DBF in an announcement to the ASX in the two years prior to the date of this agreement;
- (f) occurs with DMPC's prior written consent (not to be unreasonably withheld or delayed);
- (g) results from a change in the accounting policies or practices applied by the DBF Group as required by law or applicable Accounting Standards;
- (h) results from a change, announced after the date of this agreement, to legislation or regulation, including in relation to Tax;

- (i) results from a change that affects the agricultural industry generally, other than where such change has a disproportionately material adverse effect on the DBF Group in comparison to other comparable participants in the markets in which the DBF Group operates;
- (j) arises from a change in national or international political, financial or economic conditions, including a disruption to the existing financial markets or economic conditions of Australia, the United Kingdom or the United States of America or a change in interest or foreign currency exchange rates, other than where such change has a disproportionately material adverse effect on the DBF Group in comparison to other comparable participants in the markets in which the DBF Group operates; or
- (k) results from war, terrorism or civil unrest occurring on or after the date of this agreement.

DBF NOM Information means all information included in the Notice of Meeting (including the information regarding the Merged Group, including pro forma Merged Group financial information and any statement of DBF's intention relating to the Merged Group, the DMPC Group or any Other Transaction Entity following the Effective Date), excluding the:

- (a) information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to the DMPC Group or Other Transaction Entities;
- (b) DMPC NOM Information;
- (c) NOM Information Regarding Other Transaction Entities; and
- (d) NOM Independent Expert Report (except that information will not be excluded from DBF NOM Information to the extent that DBF provided information in writing to the NOM Independent Expert for the purposes of preparing the NOM Independent Expert Report).

DBF Prescribed Occurrence means the occurrence of, or agreement to do, any of the following events:

- (a) **(conversion)** DBF converts all or any of its securities into a larger or smaller number of securities;
- (b) **(cessation of quotation)** DBF's securities cease to be quoted on ASX;
- (c) **(reduction of capital)** DBF resolves to reduce its capital in any way or resolves to re-classify, combine, split, redeem or re-purchase directly or indirectly any of its shares;
- (d) **(buy-back)** DBF:
 - (i) enters into a buy-back agreement under the Corporations Act; or
 - (ii) resolves to approve the terms of a buy-back agreement under the Corporations Act;
- (e) **(issuing or granting shares or options)** a DBF Group Member issues shares, or grants an option over its shares or agrees to make such an issue or grant such an option;
- (f) **(securities or other instruments)** a DBF Group Member issues, or agrees to issue, convertible notes, options, warrants, performance rights or any other security convertible into shares;

- (g) **(Encumbrances)** a DBF Group Member creates any Encumbrance over the whole, or a substantial part, of the business or property of a DBF Group Member other than in the ordinary course of business;
- (h) **(Insolvency Event)** an Insolvency Event occurs in relation to a DBF Group Member;
- (i) **(acquisitions and disposals)** a DBF Group Member acquires or disposes of, or agrees to acquire or dispose of, any assets, business or shares, whether in one or a number of such related transactions, for an aggregate amount for all related transactions exceeding the Reference Amount (Balance Sheet);
- (j) **(employee plans)** a DBF Group Member enters into, varies or terminates any employee incentive or benefit plan or program;
- (k) **(contracts and commitments)** a DBF Group Member enters into any new contract or commitment, or a number of related such contracts or commitments, outside the ordinary course of business and involving expenditure by or liability or indebtedness of a DBF Group Member of an amount of more than the Reference Amount (P&L) over the term of the relevant contracts or commitments;
- (l) **(constitution)** a DBF Group Member makes any change to its constitution or constituent documents;
- (m) **(restraint)** a DBF Group Member enters into a contract or commitment restraining it from competing with any person or conducting any activities in any market outside the ordinary course of business and which is material in the context of the Transaction and Transactions (Others), together considered as a whole;
- (n) **(capital expenditure)** a DBF Group Member:
 - (i) agreeing to incur or incurring capital expenditure of an amount in excess of the Reference Amount (Balance Sheet); or
 - (ii) agreeing to incur or incurring any financial indebtedness of an amount in excess of the Reference Amount (Balance Sheet),
 in each case, outside the ordinary course of business;
- (o) **(financial accommodation)** a DBF Group Member provides financial accommodation (irrespective of what form of financial indebtedness that accommodation takes) in excess of the Reference Amount (Balance Sheet) (individually or in aggregate), other than in the ordinary course of business;
- (p) **(distribution)** DBF agrees to make, pay, declare or distribute any dividend, bonus, or other share of its profits or assets or returns or agrees to return any capital to its members (whether in cash or in specie) other than the DBF Dividend,

other than, in each case, an event, occurrence, change or matter to the extent that it:

- (q) is required in respect of the Transaction, the Transaction (Others) or is contemplated by the Transaction Announcement, the Transaction Documents or Transaction Documents (Others);
- (r) occurs with DMPC's prior written consent (not to be unreasonably withheld or delayed);
- (s) results from a change, announced after the date of this agreement, in the accounting policies or practices applied by the DBF Group as required by law or applicable Accounting Standards; or

- (t) results from a change, announced after the date of this agreement, to legislation or regulation, including in relation to Tax.

DBF Recommendation has the meaning given in clause 4.4(b).

DBF Scheme Book Information means information regarding the DBF Group and the Scheme Consideration provided by DBF to DMPC in writing for inclusion in the Scheme Book, including information regarding the Merged Group (including pro forma Merged Group financial information and any statement of DBF's intention relating to the Merged Group, the DMPC Group or an Other Transaction Entity following the Effective Date), other than:

- (a) information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to the DMPC Group or an Other Transaction Entity;
- (b) the Scheme Book Information Regarding Other Transaction Entities; and
- (c) the Scheme Independent Expert Report (except that information will not be excluded from DBF Scheme Book Information to the extent that DBF provided information in writing to the Scheme Independent Expert for the purposes of preparing the Scheme Independent Expert Report).

DBF Share means a fully paid ordinary share in the capital of DBF.

DBF Share Issue Price means \$1.25.

DBF Share Register means the register of shareholders of DBF maintained by or on behalf of DBF in accordance with section 168(1) of the Corporations Act.

DBF Shareholder means a person who is registered in the DBF Share Register as a holder of DBF Shares.

DBF Shareholder Meeting means the general meeting of DBF Shareholders to be convened by DBF to consider and, if thought fit, pass the DBF Shareholder Resolutions, on and subject to the terms and conditions of this agreement.

DBF Shareholder Resolutions means the resolutions to be put to DBF Shareholders at the DBF Shareholder Meeting in respect of:

- (a) for the purposes of Listing Rule 10.1, the acquisition of DMPC Preference Shares and DMPC Ordinary Shares from certain shareholders of DMPC and Other Transaction Entities pursuant to the Transaction Documents and Transaction Documents (Others); and
- (b) such other resolutions as DBF may be required to obtain in relation to the Transaction or Transaction (Others).

DBF Team Members means:

- (a) the DBF Group Members and each of their officers; and
- (b) the officers and employees of DCA allocated to represent DBF in relation to the Transaction as agreed by DBF and DMPC.

DBF Voting Intention has the meaning given in clause 4.4(b).

DBF Warranties means the warranties made by DBF set out in clause 11.1.

DCA means Duxton Capital (Australia) Pty Ltd ACN 164 225 647.

Deed Poll means a deed poll to be executed by DBF in favour of the Scheme Shareholders, substantially in the form set out in Annexure B or in such other form as DMPC and DBF agree in writing.

Deed Polls (Others) means the deed polls to be executed by DBF in favour of the scheme shareholders of the Other Transaction Entities, substantially in the form set out in the Scheme Book or in such other form as the relevant Other Transaction Entity and DBF agree in writing.

Default Scrip Consideration has the meaning given to it in clause 5.1.

DMPC Board means the board of directors of DMPC.

DMPC Break Fee means the lower of:

- (a) \$32,520, representing 3% of the agreed equity value of DMPC; and
- (b) if one or more Other Transaction Entities are liable to pay a break fee under their respective scheme implementation agreements (**Other Breakers**) and that aggregate amount, together with the amount in paragraph (a), would exceed \$5,000,000, then DMPC's Breaker Proportion of \$5,000,000. **DMPC's Breaker Proportion** means DMPC's agreed equity value as a proportion of the aggregate equity values of DMPC and the Other Breakers (with the agreed equity value of DMPC being that value implied by paragraph (a), and of the Other Breakers being that value as implied by the equivalent paragraph of their respective scheme implementation agreements).

DMPC Data Room means the virtual data room in respect of DMPC established for the purpose of the Transaction and operated by ansarada, the contents of which are set out in an electronic index sent by Addisons to Clayton Utz on or before the date of this agreement.

DMPC Director means a director of DMPC.

DMPC Due Diligence Materials means the information in the DMPC Data Room and other written materials agreed by the parties to be DMPC Due Diligence Materials prior to the date of this agreement.

DMPC Group means the group comprising DMPC and its subsidiaries (if any).

DMPC Group Member means a member of the DMPC Group.

DMPC Material Adverse Change means an event, matter, or circumstance which individually or when aggregated with other such events, matters, or circumstances (**Relevant Event**) has had, or could reasonably be expected to have the effect of:

- (a) diminishing the current or likely future value of the consolidated net assets (consolidated where relevant) of the DMPC Group (calculated in accordance with the accounting policies and practices applied by the DMPC Group as at the date of this agreement) by more than the Reference Amount (Balance Sheet); or
- (b) diminishing the consolidated EBITDA for the full financial year end 31 December 2024 or the consolidated EBITDA for a full financial year up until 31 December 2026 (consolidated where relevant) of the DMPC Group (calculated in accordance with the accounting policies and practices applied by the DMPC Group as at the date of this agreement) by more than the Reference Amount (P&L),

each having been determined after taking into account any matters which offset the impact of the Relevant Event giving rise to the adverse effect, other than an event, matter or circumstance, to the extent that it:

- (c) has been Fairly Disclosed in:

- (i) the DMPC Due Diligence Materials; or
- (ii) a publicly available document lodged by or on behalf of, or against, a DMPC Group Member, which would be disclosed on a register maintained by ASIC, or the High Court of Australia, the Federal Court of Australia or any Supreme Court of any State or Territory in Australia, or on the Personal Property Securities Register, at least 2 Business Days prior to the date of this agreement;
- (d) is contemplated by a Transaction Announcement or the Transaction Documents (including any transaction costs incurred by DMPC) or is required in respect of the Transaction;
- (e) occurs with DBF's prior written consent (not to be unreasonably withheld or delayed);
- (f) results from a change in the accounting policies or practices applied by the DMPC Group as required by law or applicable Accounting Standards;
- (g) results from a change, announced after the date of this agreement, to legislation or regulation, including in relation to Tax;
- (h) results from a change that affects the agricultural industry generally, other than where such change has a disproportionately material adverse effect on the DMPC Group in comparison to other comparable participants in the markets in which the DMPC Group operates;
- (i) arises from a change in national or international political, financial or economic conditions, including a disruption to the existing financial markets or economic conditions of Australia, the United Kingdom or the United States of America or a change in interest or foreign currency exchange rates, other than where such change has a disproportionately material adverse effect on the DMPC Group in comparison to other comparable participants in the markets in which the DMPC Group operates; or
- (j) results from war, terrorism or civil unrest occurring on or after the date of this agreement.

DMPC NOM Information means information regarding the DMPC Group provided by DMPC to DBF in writing for inclusion in the Notice of Meeting, including information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to the DMPC Group, other than:

- (a) any DBF statement of intention relating to the Merged Group, the DMPC Group or an Other Transaction Entity following the Effective Date;
- (b) the NOM Information Regarding Other Transaction Entities; and
- (c) the NOM Independent Expert Report (except that information will not be excluded from DMPC NOM Information to the extent that DMPC provided information in writing to the NOM Independent Expert for the purposes of preparing the NOM Independent Expert Report).

DMPC Ordinary Share means a fully paid ordinary share in the capital of DMPC.

DMPC Ordinary Shareholder means Duxton Capital Investments Pty Ltd ACN 637 749 921.

DMPC Preference Share means a fully paid preference share in the capital of DMPC.

DMPC Preference Share Register means a register of DMPC Preference Shareholders maintained by or on behalf of DMPC in accordance with section 168(1) of the Corporations Act.

DMPC Preference Shareholder means a person who is registered in the DMPC Preference Share Register as a holder of a DMPC Preference Share.

DMPC Prescribed Occurrence means the occurrence of, or agreement to do, any of the following events:

- (a) **(conversion)** DMPC converts all or any of its securities into a larger or smaller number of securities;
- (b) **(reduction of capital)** DMPC resolves to reduce its capital in any way or resolves to re-classify, combine, split, redeem or re-purchase directly or indirectly any of its shares;
- (c) **(buy-back)** DMPC:
 - (i) enters into a buy-back agreement under the Corporations Act; or
 - (ii) resolves to approve the terms of a buy-back agreement under the Corporations Act;
- (d) **(issuing or granting shares or options)** a DMPC Group Member issues shares, or grants an option over its shares or agrees to make such an issue or grant such an option;
- (e) **(securities or other instruments)** a DMPC Group Member issues, or agrees to issue, convertible notes, options, warrants, performance rights or any other security convertible into shares;
- (f) **(Encumbrances)** a DMPC Group Member creates any Encumbrance over the whole, or a substantial part, of the business or property of a DMPC Group Member other than in the ordinary course of business;
- (g) **(Insolvency Event)** an Insolvency Event occurs in relation to a DMPC Group Member;
- (h) **(acquisitions and disposals)** a DMPC Group Member acquires or disposes of, or agrees to acquire or dispose of, any assets, business or shares, whether in one or a number of such related transactions, for an aggregate amount for all related transactions exceeding the Reference Amount (Balance Sheet);
- (i) **(employee plans)** a DMPC Group Member enters into, varies or terminates any employee incentive or benefit plan or program;
- (j) **(contracts and commitments)** a DMPC Group Member enters into any new contract or commitment, or a number of related such contracts or commitments, outside the ordinary course of business and involving expenditure by or liability or indebtedness of an amount of more than the Reference Amount (P&L) over the term of the relevant contracts or commitments;
- (k) **(default)** a DMPC Group Member materially breaches a material contract or commitment to which it is party and which generates or is expected to generate annual revenue to the DMPC Group of more than the Reference Amount (P&L), or otherwise fails to comply with the material laws, Authorisations and licences applicable to the DMPC Group which would have the effect of diminishing the annual revenue of the DMPC Group by more than the Reference Amount (P&L);

- (l) **(termination of contract)** a DMPC Group Member terminates or seeks to change the terms of the termination of any contract, arrangement or understanding that generates, or is expected to generate, annual revenue to the DMPC Group of more than the Reference Amount (P&L);
 - (m) **(variation of contract)** a DMPC Group Member materially changes or seeks to materially change the terms of any contract, arrangement or understanding that generates or is expected to generate, annual revenue to the DMPC Group of more than the Reference Amount (P&L);
 - (n) **(waiver)** a DMPC Group Member waives any material claim or rights under, or waives the benefit of, any provisions of any contract, arrangement or understanding which generates annual revenue to the DMPC Group of more than the Reference Amount (P&L);
 - (o) **(cessation of business)** a DMPC Group Member ceases, or threatens to cease, to carry on a substantial part of its business;
 - (p) **(constitution)** a DMPC Group Member makes any change to its constitution or constituent documents;
 - (q) **(restraint)** a DMPC Group Member enters into a contract or commitment restraining a member of DMPC Group from competing with any person or conducting any activities in any market outside the ordinary course of business and which is material in the context of the Transaction;
 - (r) **(capital expenditure)** a DMPC Group Member:
 - (i) agreeing to incur or incurring capital expenditure of more than the Reference Amount (Balance Sheet); or
 - (ii) agreeing to incur or incurring any financial indebtedness of an amount in excess of the Reference Amount (Balance Sheet),
 outside the ordinary course of business;
 - (s) **(financial accommodation)** a DMPC Group Member provides financial accommodation (irrespective of what form of financial indebtedness that accommodation takes) in excess of the Reference Amount (Balance Sheet) (individually or in aggregate), other than in the ordinary course of business;
 - (t) **(distribution)** DMPC agrees to make, pay, declare or distribute any dividend, bonus, or other share of its profits or assets or returns or agrees to return any capital to its members (whether in cash or in specie),
- other than, in each case, an event, occurrence, change or matter to the extent that it:
- (u) is required in respect of the Transaction or is contemplated by the Transaction Announcement or Transaction Documents;
 - (v) occurs with DBF's prior written consent (not to be unreasonably withheld or delayed including where detailed information about such matters has been provided in advance under clause 6.1(a)(iii);
 - (w) results from a change, announced after the date of this agreement, in the accounting policies or practices applied by the DMPC Group as required by law or applicable Accounting Standards; or
 - (x) results from a change, announced after the date of this agreement, to legislation or regulation, including in relation to Tax.

DMPC Recommendation has the meaning in clause 4.2(b).

DMPC Scheme Book Information means all information included in the Scheme Book for the purposes of the Scheme (including information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to the DMPC Group), excluding the:

- (a) DBF Scheme Book Information;
- (b) Scheme Book Information Regarding Other Transaction Entities; and
- (c) Scheme Independent Expert Report (except that information will not be excluded from DMPC Scheme Book Information to the extent that DMPC provided information in writing to the Scheme Independent Expert for the purposes of preparing the Scheme Independent Expert Report).

DMPC Team Members means:

- (a) the DMPC Group Members and each of their officers; and
- (b) the officers and employees of DCA allocated to represent DMPC in relation to the Transaction as agreed by DBF and DMPC.

DMPC Voting Intention has the meaning in clause 4.2(b).

DMPC Warranties means the warranties made by DMPC set out in clause 11.3.

Effective means, when used in relation to a scheme of arrangement, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the scheme.

Effective Date means the date on which the Scheme becomes Effective.

Election means an election by a Scheme Shareholder given pursuant to clause 5.5 to receive the Election Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder.

Election Form means the form of election under which a Scheme Shareholder (other than an Ineligible Foreign Shareholder) is offered the opportunity to make an Election.

Election Percentage means, if a Scheme Shareholder makes an Election, the percentage recorded by the Scheme Shareholder in their Election Form (representing the percentage of their Election Scheme Consideration that they wish to receive as Cash Consideration provided that such percentage must not exceed 20%), subject to the terms and conditions of this Scheme.

Election Scheme Consideration has the meaning given to it in clause 5.1.

Election Scrip Consideration has the meaning given to it in clause 5.2(b).

Election Time means 7:00pm on the date which is 5 Business Days prior to the Scheme Meeting, or such other date as agreed in writing between DMPC and DBF.

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement or contractual right of set-off, whether registered or unregistered, including any Security Interest, but in all cases excludes a Permitted Encumbrance.

End Date means the later to occur of:

- (a) 31 December 2025; and
- (b) such other date agreed in writing between DMPC and DBF.

Escrow Deed means an escrow deed between an Escrowed Shareholder and DBF containing the terms and conditions set out in the Scheme (or in an equivalent form in respect of the DMPC Ordinary Shareholder) and including details of the Escrowed Shareholder and its Escrowed Shares and other appropriate matters necessary to complete that deed, or as otherwise agreed by DMPC for and on behalf of an Escrowed Shareholder who is a Scheme Shareholder and DBF or as required by ASIC.

Escrowed Shareholder means each Scheme Shareholder whose Scrip Consideration is to become Escrowed Shares pursuant to the Scheme (and the DMPC Ordinary Shareholder party to the Ordinary Share SPA).

Escrowed Shares means Scrip Consideration to be the subject of an escrow as described in the Scheme (and DBF Shares to be issued to the DMPC Ordinary Shareholder under the Ordinary Share SPA).

Exclusivity Period means the period commencing on the date of this agreement and ending on the earliest of:

- (a) the End Date;
- (b) the date this agreement is terminated in accordance with its terms; and
- (c) the Implementation Date.

Fairly Disclosed means disclosed in sufficient detail so as to enable a reasonable and sophisticated buyer or seller (or one of its Representatives) experienced in transactions similar to the Transaction and experienced in a business similar to any business conducted by the DMPC Group or the DBF Group, to identify the nature and scope of the relevant matter, event or circumstance.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

FIRB means Australia's Foreign Investment Review Board.

First Court Date means the first day of the hearing of an application made to the Court for an order pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Implementation Date means the date which is 5 Business Days after the Scheme Record Date or such other date as DMPC and DBF agree in writing.

Ineligible Foreign Shareholder means a Scheme Shareholder whose address shown in the DMPC Preference Share Register on the Scheme Record Date is a place outside Australia and its external territories and to whom DBF (acting reasonably and after obtaining written advice from its legal advisers) determines it would be unlawful, unduly onerous or impracticable or give rise to a breach of any applicable law or regulation to issue DBF Shares when the Scheme becomes Effective.

Insolvency Event means in relation to an entity:

- (a) a controller (as defined in section 9 of the Corporations Act), trustee, receiver, or a receiver and manager, being appointed in relation to the entity, or a substantial part, of the property of the entity;

- (b) a liquidator, provisional liquidator, administrator or similar officer of the entity being appointed;
- (c) any application (not withdrawn, dismissed or set aside within 14 days) to a court for an order, an order is made, a meeting is convened or a resolution is passed for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) to (b) of this definition;
 - (ii) winding up, dissolving or deregistering the entity;
 - (iii) proposing or implementing a scheme of arrangement with its creditors or any class of them, or a compromise or other arrangement with its creditors or any class of them;
- (d) the entity being or becoming unable to pay its debts as and when they fall due;
- (e) the entity ceasing, or threatening to cease to, carry on the business that it conducts as at the date of this agreement; or
- (f) anything analogous referred to in paragraphs (a) to (e) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law.

Listing Rules means the official listing rules of the ASX.

Merged Group means the group comprising of the combination of the DBF Group and all or certain of, the DMPC Group and the Other Transaction Entities following implementation of the Transaction and Transactions (Others) as further described in a Transaction Announcement.

NOM Independent Expert means the independent expert to be engaged by DBF to provide the NOM Independent Expert Report.

NOM Independent Expert Report means the reports from the NOM Independent Expert in connection with the DBF Shareholder Resolutions.

NOM IER Conclusion means, in respect of the conclusions of the NOM Independent Expert:

- (a) the conclusion that, for the purposes of Listing Rule 10.1, the transactions comprising the acquisition of DMPC Preference Shares and DMPC Ordinary Shares from certain shareholders of DMPC and Other Transaction Entities pursuant to the Transaction Documents and Transaction Documents (Others) are:
 - (i) fair and reasonable; or
 - (ii) not fair but reasonable,

to DBF Shareholders, other than any DBF Shareholder whose votes are to be disregarded pursuant to applicable law; and
- (b) such other conclusions as DBF may be required to obtain in relation to the Transaction or Transaction (Others).

NOM Information Regarding Other Transaction Entities means all information to the extent regarding an Other Transaction Entity included in the Notice of Meeting, including information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to the Other Transaction Entity, excluding:

- (a) the NOM Independent Expert Report (except that information will not be excluded from the NOM Information Regarding Other Transaction Entities to the extent that

the Other Transaction Entity provided information in writing to the NOM Independent Expert for the purposes of preparing the NOM Independent Expert Report).

Non-public information means any non-public information about the business or affairs of the DMPC Group.

Notice has the meaning given to it in clause 15.1.

Notice of Meeting means the notice of meeting, explanatory statement and proxy form in relation to the DBF Shareholder Meeting and the DBF Shareholder Resolutions.

Ordinary Share SPA means the share purchase agreement between the DMPC Ordinary Shareholder and DBF under which the DMPC Ordinary Shares held by the DMPC Ordinary Shareholder will be acquired by DBF contemporaneously with the transfer of the DMPC Preference Shares under the Scheme.

Ordinary Share SPA (Others) means each share purchase agreement between the ordinary shareholders of each Other Transaction Entity and DBF under which the ordinary shares in the Other Transaction Entities held by those ordinary shareholders will be acquired by DBF contemporaneously with the transfer of the preference shares in those Other Transaction Entities under the Schemes (Others).

Other Transaction Entities means each of the parties listed in Schedule 2, each being an **Other Transaction Entity** and where the context permits, each of their relevant subsidiaries.

Permitted Encumbrance means:

- (a) any netting or set-off arrangement entered into by a person in the ordinary course of its banking arrangements for the purpose of netting its debit and credit balances or arising under a contract entered into in the ordinary course of trading or business;
- (b) any lien arising by operation of law or in favour of a Regulatory Authority and in the ordinary course of trading or business so long as the debt it secures is paid when due or contested in good faith and appropriately provisioned;
- (c) any repairers', mechanics', workmens', bankers', solicitors' or other like lien arising in the ordinary course of business;
- (d) any Encumbrance granted under any title retention arrangement or any hire purchase or conditional sale arrangements or any similar arrangement entered into by a person in the ordinary course of trading or business on the supplier's usual terms of sale (or on terms more favourable to the person) so long as the debt it secures is paid when due or contested in good faith and sufficient reserves of liquid assets have been set aside to pay the debt if the contest is unsuccessful; or
- (e) any security interest of the kind referred to in s12(3) of the PPSA.

Policy means the directors' and officers' liability insurance policy in respect of DMPC directors and officers in effect immediately prior to the Implementation Date.

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

Recipient has the meaning given to it in clause 16.3.

Reference Amount (Balance Sheet) means, in relation to the DBF Group or the DMPC Group, an amount equal to the greater of:

- (a) in the case of:

- (i) the DBF Group, 5% of the DBF Group net assets as at 31 December 2024 as disclosed in column 1 of Appendix F of the investor presentation forming part of the Transaction Announcements; and
 - (ii) the DMPC Group, 5% of the DMPC Group net assets as at 31 December 2024 as disclosed in the relevant column of Appendix F of the investor presentation forming part of the Transaction Announcements and
- (b) \$500,000.

Reference Amount (P&L) means, in relation to the DBF Group or the DMPC Group, an amount of:

- (a) in the case of the DBF Group, \$1.5 million; and
- (b) in the case of the DMPC Group, \$500,000.

Regulator's DBF NOM Draft has the meaning given to it in clause 4.4.

Regulator's Scheme Book Draft has the meaning given to it in clause 4.2.

Regulatory Authority means:

- (a) any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange,

and includes ASX, ASIC and FIRB.

Regulatory Condition means each of the Conditions in clause 3.1(a) and clause 3.1(b).

Regulatory Guides means all regulatory guides published by ASIC and in force at the date of this agreement.

Regulatory Review Period means in relation to the Scheme Book, the period from the date on which DMPC provides the Regulator's Scheme Book Draft to ASIC in accordance with clause 4.2(h) to the date on which ASIC provides a letter indicating whether or not it proposes to appear to make submissions, or will intervene to oppose the Scheme, when the application made to the Court for orders under section 411(1) of the Corporations Act convening the Scheme Meeting to consider the Scheme is heard.

Relevant Interest has the meaning given in the Corporations Act.

Representatives means, in relation to a party:

- (a) its, its subsidiaries (if any), and each of their officers and employees;
- (b) its professional advisers and agents engaged in relation to the Transaction; and
- (c) DBF Team Members (in the case of DBF) and DMPC Team Members (in the case of DMPC).

Run Off Cover has the meaning given to it in clause 10.2.

Sale Agent means an entity or person appointed by DBF to sell DBF Shares as defined in clause 5.3.

Scheme means a scheme of arrangement under Part 5.1 of the Corporations Act between DMPC and the Scheme Shareholders substantially in the form set out in Annexure A, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by DBF and DMPC in writing (each acting reasonably).

Scheme Book means the explanatory memorandum to be prepared pursuant to section 412 of the Corporations Act by:

- (a) DMPC in respect of the Scheme in accordance with the terms of this agreement; and
- (b) the Other Transaction Entities in respect of the Schemes (Others) in accordance with scheme implementation agreements between each of those entities and DBF.

Scheme Book Information Regarding Other Transaction Entities means all information to the extent regarding an Other Transaction Entity included in the Scheme Book for the purposes of the Scheme, including information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to the Other Transaction Entity, excluding the Scheme Independent Expert Report (except that information will not be excluded from the Scheme Book Information Regarding Other Transaction Entities to the extent that the Other Transaction Entity provided information in writing to the Scheme Independent Expert for the purposes of preparing the Scheme Independent Expert Report).

Scheme Consideration means the consideration specified in clause 5.1(a) to be provided by DBF to each Scheme Shareholder for the transfer of each Scheme Share.

Scheme Independent Expert means the independent expert to be engaged by DMPC and the Other Transaction Entities to provide the Scheme Independent Expert Report.

Scheme Independent Expert Report means the report (including any supplementary reports) from the Scheme Independent Expert in respect of whether the Scheme is in the best interests of DMPC Preference Shareholders (and whether the schemes in respect of the Other Transaction Entities is in the best interests of their preference shareholders).

Scheme Meeting means the meeting of DMPC Preference Shareholders to be convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act.

Scheme Record Date means 5:00pm (Sydney time) on the date which is two Business Days after the Effective Date or such other time and date agreed in writing between DBF and DMPC.

Scheme Resolution means the resolution required to approve the Scheme.

Scheme Share means a DMPC Preference Share on issue as at the Scheme Record Date.

Scheme Share Price means the implied price per Scheme Share of \$0.05.

Scheme Shareholder means a DMPC Preference Shareholder as at the Scheme Record Date.

Schemes (Others) means the schemes of arrangement under Part 5.1 of the Corporations Act between each Other Transaction Entity and their scheme shareholders.

Scrip Consideration means, subject to clause 5.6, such number of new DBF Shares for each Scheme Share held by a Scheme Shareholder equal to:

- (a) the Default Scrip Consideration; or
- (b) the Election Scrip Consideration.

Second Court Date means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Security Interest has the meaning given in sections 12(1) or 12(2) of the PPSA.

Sending Party has the meaning given to it in clause 15.1.

Successful Combination of Entities means a combination of entities set out in Schedule 5.

Superior Proposal means a bona fide Alternative DMPC Proposal, not resulting from a breach by DMPC of any of its obligations under clause 8, which the DMPC Board, acting in good faith and in order to satisfy what the DMPC Board considers to be its fiduciary and statutory duties, and after receiving written advice from its legal and financial advisers, unanimously determines:

- (a) is reasonably capable of being valued and completed substantially in accordance with its terms by the End Date; and
- (b) would, if completed substantially in accordance with its terms, result in a transaction that is more favourable to shareholders in DMPC (taken as a whole) than the Transaction (as the Transaction may be amended or varied following the application of the matching right set out in clause 8.6),

taking into account (as a whole) all aspects of the Alternative DMPC Proposal and the Transaction (as the Transaction may be amended or varied following the application of the matching right set out in clause 8.6), including the consideration (including the value, nature, liquidity and attractiveness of any scrip based consideration), conditions, the identity, reputation and financial condition of the person making the Alternative DMPC Proposal, and all relevant legal, regulatory and financial matters, certainty and any other matters affecting the probability of the relevant Alternative DMPC Proposal being completed in accordance with its terms.

Supplier has the meaning given to it in clause 16.3.

Tax means any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax (including royalty withholding tax), impost or withholding obligation of whatever nature, whether direct or indirect, (including any tax payable under a country's foreign source income attribution or anti-tax-deferral rules) by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges in any country or jurisdiction.

Terminating Party has the meaning given to it in clause 14.2.

Third Party means a person other than a DBF Group Member or a DMPC Group Member.

Timetable means the indicative timetable in relation to the Scheme and the Transaction set out in Schedule 1, or such other indicative timetable as DMPC and DBF agree in writing.

Transaction means:

- (a) the acquisition by DBF of the Scheme Shares for the Scheme Consideration; and
- (b) the delivery by DBF of the Scheme Consideration to, and the receipt of the Scheme Consideration by, Scheme Shareholders,

pursuant to the Transaction Documents.

Transaction (Others) means:

- (a) the acquisition by DBF of the DMPC Ordinary Shares pursuant to the Ordinary Share SPA;
- (b) the acquisition by DBF of the shares pursuant to the Schemes (Others) and Ordinary Share SPAs (Others); and
- (c) the delivery by DBF of the consideration to, and the receipt of the consideration by:
 - (i) the DMPC Ordinary Shareholder under the Ordinary Share SPA;
 - (ii) preference shareholders of the Other Transaction Entities under the Schemes (Others); and
 - (iii) the ordinary shareholders of the Other Transaction Entities under the Ordinary Share SPAs (Others),

pursuant to the Transaction Documents (Others).

Transaction Announcement means each of the announcements issued to ASX by DBF in accordance with clause 7.6 in respect of the Transaction and Transaction (Others), including, amongst other matters, offer of DBF Shares referred to in those documents.

Transaction Documents means:

- (a) this agreement;
- (b) the Scheme;
- (c) the Deed Poll; and
- (d) the Escrow Deeds.

Transaction Documents (Others) means:

- (a) scheme implementation agreements between the Other Transaction Entities and DBF;
- (b) the Schemes (Others);
- (c) the Deed Polls (Others);
- (d) Ordinary Share SPA;
- (e) Ordinary Share SPA (Others); and
- (f) escrow deeds pursuant to which the DBF Shares to be issued to:
 - (i) certain shareholders of the Other Transaction Entities under the Schemes (Others);
 - (ii) the DMPC Ordinary Shareholder under the Ordinary Share SPA; and
 - (iii) the ordinary shareholders of the Other Transaction Entities under the Ordinary Share SPAs (Others),

are to be the subject of an escrow.

Treasurer means the Treasurer of the Commonwealth of Australia.

1.2 Reasonable endeavours

Any provision of this agreement which requires a party to use reasonable endeavours to procure that something is performed or occurs or does not occur does not include any obligation:

- (a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority; or
- (b) to commence any legal action or proceeding against any person,

except where that provision expressly specifies otherwise.

1.3 Business Day

If the day on which any act to be done under this agreement is a day other than a Business Day, that act must be done on the following Business Day except where this agreement expressly specifies otherwise.

1.4 Interpretation

In this agreement headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a party, clause, schedule, exhibit, attachment, or annexure is a reference to a party, clause, schedule, exhibit, attachment, or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments, and annexures to it;
- (h) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (i) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;

- (j) a reference to **\$** or **dollar** is to Australian currency;
- (k) if a word or phrase is not given a defined meaning in clause 1.1 but is defined in or for the purposes of the Corporations Act, it has the same meaning when used in this agreement;
- (l) a reference to a date or time is to that date or time in Sydney, Australia; and
- (m) this agreement must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Obligations in relation to Transaction

2.1 DMPC to propose Scheme

- (a) DMPC agrees to propose the Scheme on and subject to the terms and conditions of this agreement.
- (b) DBF agrees to assist DMPC to propose the Scheme on and subject to the terms and conditions of this agreement.

2.2 DBF to convene DBF Shareholder Meeting

- (a) DBF agrees to convene the DBF Shareholder Meeting, and put the DBF Shareholder Resolutions to the DBF Shareholder Meeting, on and subject to the terms and conditions of this agreement.
- (b) DMPC agrees to assist DBF to convene the DBF Shareholder Meeting, and put the DBF Shareholder Resolutions to the DBF Shareholder Meeting, on and subject to the terms and conditions of this agreement.

2.3 DMPC and DBF to implement the Scheme and the Transaction

DMPC and DBF agree to implement the Scheme and the Transaction on and subject to the terms and conditions of this agreement.

3. Conditions precedent

3.1 Conditions

Subject to this clause 3, the Scheme will not become Effective, and the obligations of the parties under clause 4 are not binding, until each of the Conditions listed in the first column of the following table are either satisfied or waived in accordance with clause 3.6:

Condition	Right to benefit & waive	Responsibility to satisfy
(a) (ASIC and ASX consents) before 8:00am on the Second Court Date, ASIC and ASX issue or provide all relief, waivers, confirmations, consents or approvals or do such other acts which DBF and DMPC agree (acting reasonably) are reasonably necessary to implement the Scheme and the Transaction. If such relief, waivers, confirmations, consents, approvals or doing of other acts are subject to conditions those	DBF and DMPC	DBF and DMPC

Condition	Right to benefit & waive	Responsibility to satisfy
conditions must be acceptable to DBF and DMPC, acting reasonably;		
(b) (FIRB) before 8:00am on the Second Court Date, the Treasurer gives a no objection notification under the FATA in respect of all relevant actions required to implement the Scheme and the Transaction and the period during which those actions may be taken, as specified in the notification, have not elapsed, or the relevant periods specified in the FATA have elapsed such that the Treasurer is prohibited by section 77 of the FATA from making an order or decision in respect of the Scheme and the Transaction is not prohibited by section 82 of the FATA;	DBF and DMPC	DBF
(c) (no restraint) between (and including) the date of this agreement and 8:00am on the Second Court Date, there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction in Australia or other Regulatory Authority, or other material legal restraint or prohibition, in consequence of, or in connection with, the Scheme which restrains or prohibits the Scheme or the Transaction;	DBF and DMPC	DBF and DMPC
(d) (no DMPC Material Adverse Change) no DMPC Material Adverse Change occurs between the date of this agreement and 8:00am on the Second Court Date, and which continues to exist as at 8:00am on the Second Court Date;	DBF	DMPC
(e) (no DBF Material Adverse Change) no DBF Material Adverse Change occurs between the date of this agreement and 8:00am on the Second Court Date, and which continues to exist as at 8:00am on the Second Court Date;	DMPC	DBF
(f) (no DMPC Prescribed Occurrence) no DMPC Prescribed Occurrence occurs between the date of this agreement and 8:00am on the Second Court Date, and which has not been remedied as at 8:00am on the Second Court Date;	DBF	DMPC
(g) (no DBF Prescribed Occurrence) no DBF Prescribed Occurrence occurs between the date of this agreement and 8:00am on the Second Court Date, and which has not been	DMPC	DBF

Condition	Right to benefit & waive	Responsibility to satisfy
remedied as at 8:00am on the Second Court Date;		
(h) (DBF Shareholder approval) before 8:00am on the Second Court Date, DBF Shareholders pass the DBF Shareholder Resolutions by the requisite majorities;	None	DBF
(i) (DMPC Preference Shareholder approval) subject to clause 3.8, DMPC Preference Shareholders approve the Scheme by the majorities required under section 411(4)(a)(ii) of the Corporations Act;	None	DMPC
(j) (quotation of DBF Shares) the DBF Shares to be issued to Scheme Shareholders pursuant to the Scheme have been approved for official quotation by ASX (any such approval may be subject to customary conditions and to the Scheme becoming Effective) before 8:00am on the Second Court Date;	DMPC	DBF
(k) (DMPC Warranties) the DMPC Warranties are true and correct in all material respects: <ul style="list-style-type: none"> (i) on the date of this agreement and at 5:00pm on the Business Day prior to the Second Court Date; or (ii) where expressed to be given at a particular time, at that time. 	DBF	DMPC
(l) (DBF Warranties) the DBF Warranties are true and correct in all material respects: <ul style="list-style-type: none"> (i) on the date of this agreement and as at 5:00pm on the Business Day prior to the Second Court Date; or (ii) where expressed to be given at a particular time, at that time. 	DMPC	DBF
(m) (Scheme Independent Expert Report) the Scheme Independent Expert: <ul style="list-style-type: none"> (i) provides the Scheme Independent Expert Report to DMPC, stating that in its opinion the Scheme is in the best interests of DMPC Preference Shareholders before the date on which the Scheme Book is lodged with ASIC; and (ii) does not change its conclusion or withdraw the Scheme Independent 	DMPC	DMPC

Condition	Right to benefit & waive	Responsibility to satisfy
Expert Report in respect of the Scheme prior to the Scheme Meeting.		
<p>(n) (NOM Independent Expert Report) the NOM Independent Expert:</p> <p>(i) provides the NOM Independent Expert Report to DBF stating the NOM IER Conclusion before the date on which the Notice of Meeting is lodged with ASX; and</p> <p>(ii) does not change its NOM IER Conclusion or withdraw the NOM Independent Expert Report prior to the DBF Shareholder Meeting.</p>	DBF	DBF
<p>(o) (Court approval of the Scheme and Schemes (Others)) the Court approves:</p> <p>(i) the Scheme; and</p> <p>(ii) Schemes (Others),</p> <p>in:</p> <p>(iii) each case in accordance with section 411(4)(b) of the Corporations Act together with any such alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act that are, to the extent in respect of the Scheme, agreed by DMPC and DBF in writing (each acting reasonably); and</p> <p>(iv) respect of a Successful Combination of Entities (including DMPC),</p> <p>and such conditions referred to in clause 3.1(o)(iii) are satisfied or waived in accordance with the Scheme or Scheme (Others) as relevant in respect of a Successful Combination of Entities.</p>	None	<p>DBF and DMPC in respect of the Scheme.</p> <p>None in respect of the Scheme (Others)</p>

3.2 General obligations in relation to Conditions

Without prejudice to any other obligations of the parties under this agreement, in respect of any given Condition:

- (a) if one party is specified in the third column of the table in clause 3.1 opposite that Condition, that party must use reasonable endeavours to procure that that Condition is satisfied as soon as practicable after the date of this agreement and continues to be satisfied at all times up until the last time it is to be satisfied (as the case may require);

- (b) other than in the case of the Condition in clause 3.1(c), if both parties are specified in the third column of a table in clause 3.1 opposite that Condition, both parties must, to the extent that it is within their respective control or influence, use reasonable endeavours to procure that that Condition is satisfied as soon as practicable after the date of this agreement and continues to be satisfied at all times up until the last time it is to be satisfied (as the case may require);
- (c) each party must, to the extent that it is within its respective control or influence, use reasonable endeavours to procure that there is no occurrence that would prevent the Condition being satisfied and no party shall take any action that will or is likely to hinder or prevent the satisfaction of the Condition except to the extent that such action is required to be done or procured pursuant to the Transaction Documents, Transaction Documents (Others) or is required by law; and
- (d) if, prior to 8:00am on the Second Court Date, an event occurs or is reasonably likely to occur, that may result in the Condition in clause 3.1(c) being incapable of satisfaction, DBF and DMPC must, to the extent that it is within their respective control or influence, use reasonable endeavours to procure that that Condition is satisfied as soon as practicable, as if clause 3.1(c) were a Regulatory Condition and the parties were subject to the requirements of clause 3.3 in relation to such Condition.

3.3 Obligations in relation to Regulatory Conditions

Without limiting clause 3.2, each party must in relation to the Regulatory Conditions:

- (a) as soon as practicable prepare and, subject to clause 3.3(c)(i), lodge each notice or application required to be given by that party for the purposes of procuring the satisfaction of the Regulatory Conditions (as applicable) and take all procedural steps it is responsible for as part of such approval process, including responding to requests for information at the earliest practicable time and use reasonable endeavours to obtain such approvals as soon as practicable after the date of this agreement;
- (b) consider in good faith any conditions or undertakings imposed, requested or required by a Regulatory Authority, to the extent that acceptance of such conditions or undertakings is reasonably necessary to obtain the approval of the Regulatory Authority. For the purpose of this clause 3.3(b), DBF agrees that conditions on terms substantially in the 'standard' form of tax conditions published by FIRB in Section D of FIRB's Guidance Note 12 dated 14 March 2025 are terms that DBF considers to be 'acceptable' for the purposes of the Condition in clause 3.1(b); and
- (c) to the extent it is reasonable to do so:
 - (i) consult with the other party, in advance, in relation to all communications with any Regulatory Authority relating to any such regulatory approval (other than those of a purely mechanical or housekeeping type);
 - (ii) keep the other party informed of progress in relation to each such regulatory approval and of any material matters raised by, or conditions or other arrangements proposed by, or to, any Regulatory Authority which relate to any such regulatory approval; and
 - (iii) provide copies of all documents provided to and received from each relevant Regulatory Authority in relation to each such regulatory approval (including before the date of this agreement), on a confidential basis, to the other party,

provided that, in each case:

- (d) the party applying for the approval may withhold or redact information or documents if and to the extent that they are confidential to a third party or commercially sensitive and confidential to the applicant;
- (e) nothing in this clause 3.3 or any other provision of this agreement requires a party to disclose materially commercially sensitive information to the other party; and
- (f) the party applying for the approval will not be prevented from taking procedural steps or communicating with or providing documents to a Regulatory Authority if the other party has not responded promptly under clause 3.3(c)(i).

The other party must provide the applicant for a regulatory approval with all assistance and information reasonably requested by the applicant in connection with the application for and obtaining the approval.

3.4 Notice in relation to satisfaction of Conditions

Each party must:

- (a) keep the other party promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of the Conditions;
- (b) in relation to any Condition, promptly notify the other party in writing upon becoming aware of the satisfaction of that Condition, in which case the notifying party must also provide reasonable evidence that the Condition has been satisfied;
- (c) in relation to any Condition, immediately notify the other party in writing of a breach or non-fulfilment of a Condition or any occurrence or event that will result, or is reasonably likely to result, in a Condition becoming incapable of satisfaction before the time and date specified in this agreement for its satisfaction; and
- (d) upon receipt or delivery of a notice given under clause 3.4(c) (as applicable), where that party is entitled to waive that Condition, that party must notify the other party in accordance with clause 3.6 as soon as possible (in any event before 5:00pm on the Business Day before the Second Court Date) as to whether the party waives the breach or non-fulfilment of the Condition resulting from the occurrence or event.

3.5 Consultation on Conditions

If:

- (a) there occurs a breach or non-fulfilment of a Condition which is not waived in accordance with this agreement by the time or date specified in this agreement for the satisfaction of the Condition;
- (b) there occurs any occurrence or event that will result in a Condition becoming incapable of satisfaction by the time or date specified in this agreement for the satisfaction of the Condition (and the breach or non-fulfilment of that Condition which would otherwise occur has not already been waived in accordance with this agreement); or
- (c) it becomes more likely than not that the Scheme will not become Effective by the End Date (including, for example, where DMPC Preference Shareholder approval of the Scheme under Condition 3.1(i) will not be obtained due to, for example, a significant adverse movement in the share price of DBF),

the parties will consult in good faith to determine whether an alternative solution can be agreed, including:

- (d) whether the Condition is capable of being waived;

- (e) whether the Transaction could be structured by alternative means in a manner acceptable to the parties in their sole discretion;
- (f) the possibility of extending the date for satisfaction of the relevant Condition in a manner acceptable to the parties in their sole discretion;
- (g) the possibility of adjourning or changing the date of any shareholder meeting in respect of the Transaction (including the Scheme Meeting and the DBF Shareholder Meeting) in a manner acceptable to the parties in their sole discretion;
- (h) the possibility of adjourning or changing the date of application to the Court for an order pursuant to section 411(4)(b) of the Corporations Act in a manner acceptable to the parties in their sole discretion; or
- (i) the possibility of extending the End Date in a manner acceptable to the parties in their sole discretion.

3.6 Waiver of Conditions

- (a) A Condition is only for the benefit of:
 - (i) if one party is specified in the second column of the table in clause 3.1 opposite that Condition, that party; or
 - (ii) if both parties are specified in the second column of the table in clause 3.1 opposite that Condition, both parties.
- (b) A Condition may be waived and may only be waived:
 - (i) if one party is specified in the second column of the table in clause 3.1 opposite that Condition, by that party by written notice to the other party; or
 - (ii) if both parties are specified in the second column of the table in clause 3.1 opposite that Condition, by written agreement between the parties.
- (c) A party entitled to waive or to agree to waive a Condition under this clause 3.6 may do so in its absolute discretion subject to the provision of written notice to the other party.
- (d) A party that waives or agrees to waive a Condition is not prevented from bringing a claim against any other party in respect of any breach of this agreement that caused that Condition not to be satisfied.
- (e) Waiver of a breach or non-fulfilment in respect of one Condition does not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition resulting from the same event; or
 - (ii) a waiver of breach or non-fulfilment of that Condition resulting from any other event.

3.7 Failure of Conditions

Subject to clause 3.8, if the parties are unable to reach agreement under clause 3.5:

- (a) within 5 Business Days of first becoming aware of the relevant occurrence or event described in clause 3.5(a) or 3.5(b); or
- (b) in relation to clause 3.5(c) only, by the End Date,

then either party may terminate this agreement without any liability to the other party because of that termination by written notice to the other party except where the relevant Condition has become incapable of satisfaction, has not been satisfied, or ceases to be satisfied, or the Scheme fails to be Effective, as a direct result of:

- (c) a breach of this agreement by the party seeking to terminate; or
- (d) a deliberate act or omission of that party for the purpose of frustrating satisfaction of a Condition.

3.8 Discretion of the Court

If the Condition in clause 3.1(i) is not satisfied only because of a failure to obtain the majority required by sub-subparagraph 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other within 5 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that sub-subparagraph, provided the party has, in good faith, reasonably formed the view that the prospect of the Court exercising its discretion in that way is reasonable.

3.9 Interpretation

For the purposes of this clause 3, a Condition will be incapable of satisfaction if:

- (a) in the case of a Regulatory Condition, the relevant Regulatory Authority makes or has made a final non-appealable adverse determination in writing to the effect that it will not provide the regulatory approval; and
- (b) in all other cases there is an act, failure to act or occurrence that will prevent the Condition being satisfied by the End Date (and the breach or non-fulfilment that would otherwise have occurred has not already been waived in accordance with this agreement).

4. Implementation obligations

4.1 Timetable

Each party must use reasonable endeavours to work in good faith and perform its obligations as set out in this clause 4 substantially in accordance with the Timetable.

4.2 Scheme and general - DMPC's obligations

DMPC must take all steps reasonably necessary to implement the Scheme as soon as is reasonably practicable after the date of this agreement and so as to complete the Transaction substantially in accordance with the Timetable, and in particular DMPC must:

- (a) **(preparation of Scheme Book)** as soon as practicable after the date of this agreement, in conjunction with the Other Transaction Entities, prepare the Scheme Book for the purposes of the Scheme (and the Schemes (Others)) and ensure that the DMPC Scheme Book Information is prepared in accordance with all applicable laws and in particular the requirements of the Corporations Act and the applicable Regulatory Guides;
- (b) **(DMPC Recommendation and DMPC Voting Intention):**
 - (i) subject to clause 7.1(c), procure that each DMPC Director:
 - A. recommends that DMPC Preference Shareholders vote in favour of the Scheme Resolution (**DMPC Recommendation**); and

- B. intends to cause any DMPC Preference Shares in which they have a Relevant Interest to be voted in favour of the Scheme Resolution (**DMPC Voting Intention**),

in each case:

- C. in the absence of a Superior Proposal; and
 - D. subject to the Scheme Independent Expert concluding and continuing to conclude in the Scheme Independent Expert Report (or any update or, or any revision, amendment or supplement to, the Scheme Independent Expert Report) that the Scheme is in the best interests of DMPC Preference Shareholders;
- (ii) subject to clause 7.1(c), ensure that each DMPC Recommendation and DMPC Voting Intention is stated in the Scheme Book;
- (c) **(review of the DBF Scheme Book Information)** as soon as practicable after receiving a draft of the DBF Scheme Book Information pursuant to clause 4.3(a), review and provide comments on the form and content of the DBF Scheme Book Information to DBF;
 - (d) **(review of the Scheme Book Information Regarding Other Transaction Entities)** as soon as practicable after receiving a draft of the Scheme Book Information Regarding Other Transaction Entity from an Other Transaction Entity, review and provide comments on the form and content of the Scheme Book Information Regarding Other Transaction Entity to the Other Transaction Entity;
 - (e) **(provide draft Scheme Book to DBF)** provide drafts of the Scheme Book to DBF, consult with DBF in relation to the content of those drafts and (acting reasonably and in good faith) take into account all reasonable comments from DBF and its Representatives on those drafts when procuring a revised draft of the Scheme Book;
 - (f) **(Scheme Independent Expert)** in conjunction with the Other Transaction Entities , promptly appoint the Scheme Independent Expert, and provide all assistance and information reasonably requested by the Scheme Independent Expert in connection with the preparation of the Scheme Independent Expert Report for inclusion in the Scheme Book (including any updates to such reports);
 - (g) **(investigating accountant)** provide all assistance and information reasonably requested by the investigating accountant in connection with the preparation of the investigating accountant report for inclusion in the Scheme Book (and Notice of Meeting) including any updates to such reports;
 - (h) **(approval of draft Scheme Book)** procure that a meeting of the DMPC Board is convened to approve the draft Scheme Book to be provided to ASIC for its review;
 - (i) **(ASIC review)** as soon as reasonably practicable, but by no later than 14 days before the First Court Date, provide an advanced draft of the Scheme Book **(Regulator's Scheme Book Draft)** to ASIC, for its review and approval for the purposes of section 411(2) of the Corporations Act, and to DBF and:
 - (i) liaise with ASIC as necessary during the Regulatory Review Period; and
 - (ii) promptly notify, and consult with, DBF in relation to any material matters raised by ASIC in connection with the Scheme Book or the Scheme and any presentation or submission to, or at any proposed meeting with, ASIC, and co-operate and consult with DBF to resolve any such matters;

- (j) **(ASIC review of Scheme Book)** keep DBF informed on any matters raised by ASIC or ASX in relation to the Scheme Book or the Transaction, and take into consideration any reasonable comments made by DBF in good faith in relation to any such matters raised by ASIC or ASX provided that, where those matters relate to DBF Scheme Book Information, DMPC must not take any steps to address them without DBF's prior written consent (not to be unreasonably withheld or delayed);
- (k) **(section 411(17)(b) statement)** apply to ASIC for the production of a statement in writing pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (l) **(Merged Group information)** prepare and promptly provide to DBF any information regarding the DMPC Group that DBF reasonably requires in order to prepare the information regarding the Merged Group for inclusion in the Scheme Book;
- (m) **(Court direction)** apply to the Court for orders pursuant to subsection 411(1) of the Corporations Act directing DMPC to convene the Scheme Meeting;
- (n) **(Court documents)** consult with DBF and the Other Transaction Entities in relation to the content of the documents required for the purposes of the Court hearings held for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith all reasonable comments on, and suggested amendments to, those documents from DBF and the Other Transaction Entities and their respective Representatives;
- (o) **(representation)** procure that it is represented by counsel at the Court hearings convened for the purposes of section 411(1) and paragraph 411(4)(b) of the Corporations Act;
- (p) **(first Court hearing)** lodge all documents with the Court and take all other reasonable steps to ensure that an application is heard by the Court for an order under section 411(1) of the Corporations Act directing DMPC to convene the Scheme Meeting;
- (q) **(approval of Scheme Book)** procure that a meeting of the DMPC Board is convened to approve the Scheme Book for registration with ASIC and despatch to DMPC Preference Shareholders;
- (r) **(Scheme Book information due diligence and verification)** establish an appropriate due diligence and verification process in relation to the Scheme Book (which is expected to include the involvement of the Other Transaction Entities and DBF) and undertake appropriate due diligence and verification in relation to the DMPC Scheme Book Information, in each case as agreed by DMPC and DBF (each party acting reasonably);
- (s) **(register Scheme Book)** request to ASIC that the explanatory statement included in the Scheme Book in relation to the Scheme (and Schemes (Others)) be registered in accordance with section 412(6) of the Corporations Act;
- (t) **(compliance with Court orders)** take all reasonable steps necessary to comply with the orders of the Court including, as required, dispatching the Scheme Book to DMPC Preference Shareholders and convening and holding the Scheme Meeting, and putting the Scheme Resolution to DMPC Preference Shareholders at the Scheme Meeting;
- (u) **(obtain DBF's consent)** before dispatch of the Scheme Book to DMPC Preference Shareholders, obtain the written consent of DBF to inclusion of the DBF Scheme Book Information in the Scheme Book in the form and context in which it appears (such consent not to be unreasonably withheld or delayed);

- (v) **(proxy reports)** report (or cause to be reported) to DBF and its Representatives on the status of proxy forms received for the Scheme Meeting, at 10 Business Days before the Scheme Meeting, at each subsequent Business Day up to the deadline for receipt of proxy forms and at that deadline and provide (or cause to be provided) to DBF any other information as it may receive concerning the voting intentions of DMPC Preference Shareholders;
- (w) **(update Scheme Book)** up until the date of the Scheme Meeting, if it becomes aware of information after the date of dispatch of the Scheme Book, which is required to be disclosed to DMPC Preference Shareholders under any applicable law, as expeditiously as practicable:
 - (i) inform DMPC Preference Shareholders of the information in an appropriate and timely manner, and in accordance with applicable law; and
 - (ii) to the extent it is reasonably practicable to do so, provide DBF with drafts of any documents that it proposes to issue to DMPC Preference Shareholders under this clause 4.2(w), consult with DBF in relation to the content of those drafts and (acting reasonably and in good faith) take into account any reasonable comments from DBF and its Representatives on those drafts;
- (x) **(notice of breach of warranties)** promptly notify DBF of any fact, matter or circumstance of which it becomes aware and which results in or is reasonably likely to result in a material breach of clause 11.3;
- (y) **(conduct of business etc):**
 - (i) except as otherwise required by a Transaction Document, conduct the business and operations of the DMPC Group in the ordinary and usual course and substantially consistent (subject to any applicable laws, regulations and licence conditions) with the manner in which each such business and operation has been conducted in the two year period prior to the date of this agreement,
 - (ii) except as otherwise required by a Transaction Document, to the extent that such action would be in the ordinary and usual course and substantially consistent (subject to any applicable laws, regulations and licence conditions) with the manner in which the business or operation has been conducted in the two year period prior to the date of this agreement, use reasonable endeavours to:
 - A. materially maintain the condition of the material assets of the DMPC Group;
 - B. keep available the services of the officers and key employees of the DMPC Group; and
 - C. preserve material relationships with Regulatory Authorities, customers, suppliers, licensors, licensees, joint venturers and others with whom a DMPC Group Member has business dealings; and
 - (iii) not undertake a DMPC Prescribed Occurrence or do (or omit to do) anything that may reasonably give rise to a DMPC Prescribed Occurrence;
- (z) **(Court approval application)** if the Scheme Resolution is passed by the majorities required under section 411(4)(a)(ii) of the Corporations Act and subject to all other Conditions (other than the Conditions in clause 3.1(o)) being satisfied or waived in

accordance with this agreement, apply (and, to the extent necessary, re-apply) to the Court for orders approving the Scheme;

- (aa) **(Conditions certificate)** at the hearing on the Second Court Date, provide to the Court a certificate confirming (in respect of matters within its knowledge) whether or not the Conditions (other than the Conditions in clause 3.1(o)) have been satisfied or waived in accordance with this agreement. DMPC must provide a draft of that certificate to DBF by 5:00pm on the date that is two Business Days prior to the Second Court Date;
- (bb) **(warranty certificate)** provide to DBF by 5:00pm on the Business Day prior to the Second Court Date a certificate signed by two DMPC Directors or a DMPC Director and secretary and made in accordance with a resolution of the DMPC Board stating, as at that date, that there is no material breach of the representations and warranties given by DMPC in clause 11.3 or, if there is a material breach as at that date, providing complete particulars of the facts and matters which give rise to the material breach;
- (cc) **(proxy solicitation)** in consultation with DBF, undertake reasonable DMPC Preference Shareholder engagement and proxy solicitation actions so as to promote the merits of the Scheme and encourage DMPC Preference Shareholders to vote on the Scheme at the Scheme Meeting in accordance with the recommendations of the DMPC Board in clause 7.1, subject to applicable law and ASIC policy;
- (dd) **(implementation of Scheme)** if Condition 3.1(o) is satisfied:
 - (i) DMPC must obtain an office copy of the Court order approving this Scheme in accordance with section 411(10) of the Corporations Act as soon as possible after the satisfaction of Condition 3.1(o), and lodge it with ASIC before 5:00pm on the Business Day on which such office copy is received (or such later date as is agreed between the parties in writing);
 - (ii) close the DMPC Preference Share Register as at the Scheme Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme;
 - (iii) provide to DBF all information about the Scheme Shareholders that DBF reasonably requires in order for DBF to provide, or procure the provision of, the Scheme Consideration in accordance with the Scheme;
 - (iv) promptly execute proper instruments for the transfer of, and register all transfers of, Scheme Shares to DBF in accordance with the Scheme;
 - (v) subject to DBF satisfying its obligations under clause 5, on the Implementation Date (or as soon as practicable thereafter) register all transfers of Scheme Shares to DBF in accordance with the Scheme; and
 - (vi) promptly do all other things reasonably contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme;
- (ee) **(Escrow Deeds)** if the Scheme becomes Effective, promptly enter into and exchange with DBF Escrow Deeds for and on behalf of each Escrowed Shareholder who is a Scheme Shareholder using the authority given to DMPC under the Scheme;
- (ff) **(compliance with laws)** comply with applicable laws and regulations in connection with the Transaction; and

- (gg) **(other things necessary)** promptly do all other things reasonably within its power to lawfully give effect to the Scheme.

4.3 Scheme and general - DBF obligations

DBF must take all steps reasonably necessary to assist DMPC to implement the Scheme as soon as is reasonably practicable and so as to complete the Transaction substantially in accordance with the Timetable, and in particular DBF must:

- (a) **(draft of the DBF Scheme Book Information)** prepare a draft of the DBF Scheme Book Information as soon as reasonably practicable after the date of this agreement and consult with DMPC in relation to the content of drafts of the DBF Scheme Book Information and (acting reasonably and in good faith) take into account any reasonable comments from DMPC and its Representatives on those drafts;
- (b) **(final form of the DBF Scheme Book Information)** provide to DMPC the DBF Scheme Book Information in a form appropriate for inclusion in the Scheme Book;
- (c) **(review Scheme Book)** review the drafts of the Scheme Book as provided to it by DMPC and provide comments on those drafts as soon as practicable and in good faith;
- (d) **(Scheme Independent Expert)** promptly provide all assistance and information reasonably requested by the Scheme Independent Expert to enable it to prepare the Scheme Independent Expert Report for inclusion in the Scheme Book (including any updates to such report);
- (e) **(investigating accountant)** promptly appoint an investigating accountant in connection with the review of financial information to be included in the Scheme Book and Notice of Meeting, and provide all assistance and information reasonably requested by the investigating accountant in connection with the preparation of the investigating accountant report for inclusion in the Scheme Book and Notice of Meeting (including any updates to such reports);
- (f) **(Scheme Book due diligence and verification)** undertake appropriate due diligence and verification in relation to the DBF Scheme Book Information pursuant to the due diligence and verification process established by DMPC in relation to the Scheme Book as agreed by DBF and DMPC (each party acting reasonably);
- (g) **(approval of the DBF Scheme Book Information)** as soon as reasonably practicable after receipt from DMPC of a draft of the Scheme Book that DMPC proposes to dispatch to DMPC Preference Shareholders, either:
 - (i) confirm in writing to DMPC that the DBF Scheme Book Information in the form and context in which it appears in the draft of the Scheme Book is not misleading or deceptive in any material respect and does not contain any material omission and is in a form appropriate for dispatch to the DMPC Preference Shareholders (subject to the approval of the Court); or
 - (ii) provide to DMPC the changes required to ensure that the DBF Scheme Book Information in the form and context in which it appears in the Scheme Book is not misleading or deceptive in any material respect and does not contain any material omission and is in a form appropriate for dispatch to the DMPC Preference Shareholders (subject to the approval of the Court);
- (h) **(keep DMPC informed)** promptly provide DMPC all such further or new material that arises after the Scheme Book has been despatched until the date of the Scheme Meeting which is necessary to ensure that the DBF Scheme Book

Information, in the form and context in which that information appears in the version of the Scheme Book sent to DMPC Preference Shareholders is not misleading or deceptive in any material respect (whether by omission or otherwise), and if it becomes aware that the DBF Scheme Book Information contains a misleading or deceptive statement or is subject to a material omission, or has become misleading or deceptive or subject to a material omission, provide such further or new information as is required to correct the defect;

- (i) **(conduct of business etc)** except as otherwise required by a Transaction Document or a Transaction Document (Others), conduct the business and operations of the DBF Group substantially consistent (subject to any applicable laws, regulations and licence conditions) with the manner in which each such business and operation has been conducted in the two year period prior to the date of this agreement or as described in its releases to ASX in the two years prior to the date of this agreement;
- (j) **(notice of breach of warranties)** promptly notify DMPC of any fact, matter or circumstance of which it becomes aware and which results in or is reasonably likely to result in a material breach of clause 11.1;
- (k) **(Deed Poll)** no later than the Business Day immediately prior to the First Court Date, enter into the Deed Poll and deliver the executed Deed Poll to DMPC;
- (l) **(representation)** procure that it is represented by counsel at the Court hearings convened for the purposes of section 411(1) and 411(4)(b) of the Corporations Act;
- (m) **(Conditions certificate)** at or before the hearing on the Second Court Date, provide to the Court a certificate (or such other evidence as the court may request) confirming (in respect of matters within its knowledge) whether or not the Conditions (other than the Condition in clause 3.1(o)) have been satisfied or waived in accordance with this agreement. DBF must provide a draft of that certificate to DMPC by 5:00pm on the date that is two Business Days prior to the Second Court Date;
- (n) **(warranty certificate)** provide to DMPC by 5:00pm on the Business Day prior to the Second Court Date a certificate signed by a director of DBF stating, as at that date, that there is no material breach of the representations and warranties given by DBF in clause 11.1 or, if there is a material breach as at that date, providing complete particulars of the facts and matters which give rise to the material breach;
- (o) **(listing)** not do anything to cause DBF to cease being quoted on ASX or to become permanently suspended from quotation prior to implementation of the Transaction unless DMPC has agreed in writing;
- (p) **(Scheme Consideration)** if the Scheme becomes Effective, provide (or procure the provision of) the Scheme Consideration on the Implementation Date in accordance with clause 5 and the Transaction Documents;
- (q) **(quotation of DBF Shares issued as Scrip Consideration)** if the Scheme becomes Effective, use reasonable endeavours to procure that the DBF Shares issued as Scrip Consideration be listed for quotation on the official list of the ASX;
- (r) **(registration)** if the Scheme becomes Effective and subject to the terms and conditions of the Scheme, no later than 12:00pm on the Implementation Date for each Scheme Shareholder, procure the entry of the name of the Scheme Shareholder in the register of DBF members in respect of their Scrip Consideration as the holder of those DBF Shares (and, in respect of Escrowed Shares in respect of Scheme Shareholders, in accordance with the Escrow Deeds);
- (s) **(registration)** if the Scheme becomes Effective, complete the Ordinary Share SPA in respect of DMPC's Ordinary Shareholder in accordance with its terms, and no

later than 12:00pm on the Implementation Date, procure the entry of the name of the DMPC Ordinary Shareholder in the register of DBF members in respect of DBF Shares they receive under the Ordinary Share SPA (and, in respect of Escrowed Shares in respect of those person, in accordance with the Escrow Deeds);

- (t) **(despatch of holding statements)** despatch, or procure the despatch of, holding statements to Scheme Shareholders for their Scrip Consideration (and to the DMPC Ordinary Shareholder as referred to in clause 4.3(s)) by 12.00pm on the Implementation Date;
- (u) **(share transfer)** if the Scheme becomes Effective, accept a transfer of the DMPC Preference Shares as contemplated by clause 5.1(c)(i);
- (v) **(Escrow Deeds)** if the Scheme becomes Effective, promptly enter into and exchange with DMPC (acting for and on behalf of each Escrowed Shareholder who is a Scheme Shareholder using the authority given to it under the Scheme) Escrow Deeds with those Scheme Shareholders;
- (w) **(compliance with laws)** comply with applicable laws and regulations in connection with the Transaction; and
- (x) **(other things necessary)** promptly do all other things reasonably within its power to lawfully give effect to the Scheme and the Transaction.

4.4 DBF Shareholder Meeting – DBF's obligations

DBF must:

- (a) **(Notice of Meeting)** as soon as practicable after the date of this agreement, prepare the Notice of Meeting and ensure that the DBF NOM Information is prepared in accordance with all applicable laws and in particular the requirements of the Corporations Act, the Listing Rules and the Regulatory Guides;
- (b) **(DBF Recommendation and DBF Voting Intention):**
 - (i) procure that each DBF Director, except in respect of a DBF Director who is unable to vote (or whose votes will be excluded) on one or more of the DBF Shareholder Resolutions pursuant to applicable laws or the Listing Rules:
 - A. recommends that DBF Shareholders vote in favour of the DBF Shareholder Resolutions (**DBF Recommendation**), subject only to the NOM Independent Expert concluding and continuing to conclude the NOM IER Conclusion; and
 - B. intends to cause any DBF Shares in which they have a Relevant Interest to be voted in favour of the DBF Shareholder Resolutions (**DBF Voting Intention**), subject only to the NOM Independent Expert concluding and continuing to conclude the NOM IER Conclusion; and
 - (ii) ensures that each DBF Recommendation and DBF Voting Intention is stated in the Notice of Meeting;
- (c) **(review of the DMPC NOM Information)** as soon as practicable after receiving a draft of the DMPC NOM Information pursuant to clause 4.5(a), review and provide comments on the form and content of the DMPC NOM Information to DMPC;
- (d) **(review of the NOM Information Regarding Other Transaction Entities)** as soon as practicable after receiving a draft of the NOM Information Regarding Other

Transaction Entities, review and provide comments on the form and content of the NOM Information Regarding Other Transaction Entities to the Other Transaction Entities;

- (e) **(NOM Independent Expert)** promptly appoint the NOM Independent Expert and provide all assistance and information reasonably requested by the NOM Independent Expert in connection with the preparation of the NOM Independent Expert Report for inclusion in the Notice of Meeting;
- (f) **(provide draft Notice of Meeting to DMPC)** provide drafts of the Notice of Meeting to DMPC, consult with DMPC in relation to the content of those drafts and (acting reasonably and in good faith) take into account all reasonable comments from DMPC and its Representatives on those drafts;
- (g) **(approval of draft Notice of Meeting)** procure that a meeting of the DBF Board is convened to approve the draft Notice of Meeting to be provided to ASIC for its review;
- (h) **(ASIC review)** as soon as reasonably practicable provide an advanced draft of the Notice of Meeting (**Regulator's DBF NOM Draft**) to ASIC and ASX, for review and approval in accordance with Regulatory Guide 74 (for ASIC) and Listing Rule 15.1 (for ASX), and to DMPC;
- (i) **(approval of Notice of Meeting)** procure that a meeting of the DBF Board is convened to approve the Notice of Meeting for despatch to DBF Shareholders;
- (j) **(Notice of Meeting due diligence and verification)** establish an appropriate due diligence and verification process in relation to the Notice of Meeting (which is expected to include the involvement of DMPC and the Other Transaction Entities) and undertake appropriate due diligence and verification in relation to the DBF NOM Information, in each case as agreed by DBF and DMPC (each party acting reasonably);
- (k) **(obtain DMPC's consent)** before dispatch of the Notice of Meeting to DBF Shareholders, obtain the written consent of DMPC to inclusion of the DMPC NOM Information in the Notice of Meeting in the form and context in which it appears (such consent not to be unreasonably withheld or delayed);
- (l) **(update Notice of Meeting)** if it becomes aware of information after the date of dispatch of the Notice of Meeting, which is required to be disclosed to DBF Shareholders under any applicable law, as expeditiously as practicable inform DBF Shareholders of the information in an appropriate and timely manner, and in accordance with applicable law; and
- (m) **(other things necessary)** promptly do all other things reasonably within its power to lawfully convene the DBF Shareholder Meeting, put the DBF Shareholder Resolutions to the DBF Shareholder Meeting and give effect to the actions or transactions contemplated by the DBF Shareholder Resolutions.

4.5 DBF Shareholder Meeting – DMPC's obligations

DMPC must:

- (a) **(draft of the DMPC NOM Information)** provide to DBF a draft of the DMPC NOM Information as soon as reasonably practicable after the date of this agreement and consult with DBF in relation to the content of drafts of the DMPC NOM Information and (acting reasonably and in good faith) take into account any reasonable comments from DBF and its Representatives on those drafts;

- (b) **(final form of the DMPC NOM Information)** provide to DBF the DMPC NOM Information in a form appropriate for inclusion in the Notice of Meeting;
- (c) **(review Notice of Meeting)** review the drafts of the Notice of Meeting provided by DBF and provide comments on those drafts as soon as practicable and in good faith;
- (d) **(NOM Independent Expert)** promptly provide all assistance and information reasonably requested by the NOM Independent Expert to enable it to prepare its report for inclusion in the Notice of Meeting;
- (e) **(Notice of Meeting due diligence and verification)** undertake appropriate due diligence and verification in relation to the DMPC NOM Information pursuant to the due diligence and verification process established by DBF in relation to the Notice of Meeting as agreed by DMPC and DBF (each party acting reasonably);
- (f) **(approval of the DMPC NOM Information)** as soon as reasonably practicable after receipt from DBF of the draft of the Notice of Meeting that DBF proposes to dispatch to DBF Shareholders, either:
 - (i) confirm in writing to DBF that the DMPC NOM Information in the form and context in which it appears in the draft of the Notice of Meeting is not misleading or deceptive in any material respect and does not contain any material omission and is in a form appropriate for dispatch to the DBF Shareholders; or
 - (ii) provide to DBF the changes required to ensure that the DMPC NOM Information in the form and context in which it appears in the Notice of Meeting is not misleading or deceptive in any material respect and does not contain any material omission and is in a form appropriate for dispatch to the DBF Shareholders;
- (g) **(keep DBF informed)** provide DBF all such further or new material that arises after the Notice of Meeting has been despatched until the date of the DBF Shareholder Meeting which is necessary to ensure the DMPC NOM Information, in the form and context in which that information appears in the version of the Notice of Meeting sent to DBF Shareholders is not misleading or deceptive in any material respect (whether by omission or otherwise), and if it becomes aware that the DMPC NOM Information contains a misleading or deceptive statement or is subject to a material omission, or has become misleading or deceptive or subject to a material omission, provide such further or new information as is required to correct the defect; and
- (h) **(other things necessary)** promptly do all other things reasonably within its power to lawfully assist DBF to convene the DBF Shareholder Meeting, put the DBF Shareholder Resolutions to the DBF Shareholder Meeting and give effect to the actions or transactions contemplated by the DBF Shareholder Resolutions.

4.6 Dispute as to disclosure documents

If, after a reasonable period of consultation, the parties, each acting reasonably and in good faith, are unable to agree on the form or content of the:

- (a) Scheme Book, then if the disagreement relates to the form or content of:
 - (i) the DBF Scheme Book Information, DMPC will, acting in good faith, make such amendments to that information in the Scheme Book as DBF may reasonably require; and
 - (ii) any other part of the Scheme Book, DMPC will, acting in good faith and in consultation with DBF (and to the extent reasonably necessary the

Other Transaction Entities), decide the final form or content of that information in the Scheme Book; and

- (b) Notice of Meeting, then if the disagreement relates to the form or content of:
 - (i) the DMPC NOM Information, DBF will, acting in good faith, make such amendments to that information in the Notice of Meeting as DMPC may reasonably require; and
 - (ii) any other part of the Notice of Meeting, DBF will, acting in good faith and in consultation with DMPC (and to the extent reasonably necessary the Other Transaction Entities), decide the final form or content of that information in the Notice of Meeting.

4.7 DBF Scheme Book Information

Without limiting clause 4.3, DBF:

- (a) consents to the inclusion of the DBF Scheme Book Information in the Scheme Book;
- (b) consents to being named in the Scheme Book; and
- (c) acknowledges that:
 - (i) it is responsible for ensuring that the DBF Scheme Book Information is not misleading or deceptive in any material respect (whether by omission or otherwise) and that DMPC will not verify or edit the final form of that information in the Scheme Book; and
 - (ii) the Scheme Book will state that DBF is responsible for the DBF Scheme Book Information, in accordance with clause 4.9.

4.8 DMPC NOM Information

Without limiting clause 4.5, DMPC:

- (a) consents to the inclusion of the DMPC NOM Information in the Notice of Meeting;
- (b) consents to being named in the Notice of Meeting; and
- (c) acknowledges that:
 - (i) it is responsible for ensuring that the DMPC NOM Information is not misleading or deceptive in any material respect (whether by omission or otherwise) and that DBF will not verify or edit the final form of that information in the Notice of Meeting; and
 - (ii) the Notice of Meeting will state that DMPC is responsible for the DMPC NOM Information, in accordance with clause 4.10.

4.9 Scheme Book responsibility statement

The parties agree that the Scheme Book will contain a statement to the effect set out in Schedule 3 (adopting defined terms used in the Scheme Book).

4.10 Notice of Meeting responsibility statement

The parties agree that the Notice of Meeting will contain a statement to the effect set out in Schedule 4 (adopting defined terms in the Notice of Meeting).

4.11 Conduct of Court proceeding

DMPC and DBF are entitled to separate representation at all Court proceedings relating to the Scheme. This agreement does not give DMPC or DBF any right or power to give undertakings to the Court for or on behalf of the other party without that party's written consent. DMPC and DBF must give all undertakings to the Court in all Court proceedings regarding the Scheme which are reasonably required to obtain Court approval and confirmation of the Scheme, as contemplated by this agreement.

5. Scheme Consideration

5.1 Consideration

- (a) Subject to clause 5.6 and the Scheme becoming Effective, the **Scheme Consideration** in respect of each Scheme Share is:
 - (i) 0.043 DBF Shares for each Scheme Share (**Default Scrip Consideration**); or
 - (ii) the number of DBF Shares and the amount of cash determined pursuant to clause 5.2 for each Scheme Share (**Election Scheme Consideration**).
- (b) Each Scheme Shareholder is entitled to receive Scheme Consideration in respect of all Scheme Shares held by the Scheme Shareholder, in accordance with the terms and conditions of this agreement and the Scheme (including, in the case of an Ineligible Foreign Shareholder, in accordance with clause 5.3).
- (c) Subject to the terms and conditions of the Scheme, DBF undertakes and warrants to DMPC (in its own right and on behalf of Scheme Shareholders) that, in consideration of the transfer to DBF of each Scheme Share held by a Scheme Shareholder under the terms of the Scheme, on or prior to the Implementation Date:
 - (i) DBF will accept the transfer;
 - (ii) DBF will provide, or procure the provision, to each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with this agreement and the Scheme;
 - (iii) DBF will on or prior to the Business Day prior to the Implementation Date, pay to a trust account operated by or on behalf of DMPC on behalf of the Scheme Shareholders an amount in cleared funds equal to the aggregate of all Cash Consideration payable to Scheme Shareholders under the Scheme (taking into account all valid Elections made by the Election Time and the terms of this agreement and the Scheme); and
 - (iv) DBF will procure the issue of all Scrip Consideration payable to Scheme Shareholders under the Scheme (taking into account all valid Elections made by the Election Time and the terms of this agreement and the Scheme) to applicable Scheme Shareholders,

in each case in accordance with the terms of this agreement and the Scheme.
- (d) On the Implementation Date, subject to the funds having been deposited in accordance with clause 5.1(c)(iii), DMPC must pay or procure the payment of the Cash Consideration to each Scheme Shareholder who makes or is deemed to make a valid Election (or otherwise validly elects or is deemed to have validly elected pursuant to clause 5.5) to receive Cash Consideration in respect of that Scheme Shareholders' Scheme Shares (including Ineligible Foreign Shareholders

in accordance with clause 5.3) such amount of cash as is due to that Scheme Shareholder as Cash Consideration in accordance with clause 5.2 or 5.3 (as applicable).

- (e) The obligations of DMPC under clause 5.1(d) will be satisfied by DMPC paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to DMPC.
- (f) To the extent that, following satisfaction of DMPC's obligations under clause 5.1(d), DMPC holds a surplus of cash paid to it by DBF for payment to Scheme Shareholders, that surplus must be paid by DMPC to DBF.

5.2 Election Scheme Consideration

If a Scheme Shareholder makes a valid Election by the Election Time, then the Scheme Shareholder is entitled to receive the Election Scheme Consideration for each Scheme Share held by that Scheme Shareholder calculated in accordance with the following formula:

- (a) **Cash Consideration** as calculated in accordance with the following formula:

$$A = B \times C$$

where:

A = cash amount

B = the Scheme Shareholder's Election Percentage

C = Scheme Share Price

plus:

- (b) **Election Scrip Consideration** as calculated in accordance with the following formula:

$$N = \frac{(100\% - B) \times C}{D}$$

where:

N = number of new DBF Shares to be issued to a Scheme Shareholder as Scrip Consideration

B = the Scheme Shareholder's Election Percentage

C = Scheme Share Price

D = DBF Share Issue Price,

5.3 Ineligible Foreign Shareholders

DBF has no obligation to procure the allotment or issue of Scrip Consideration to an Ineligible Foreign Shareholder under the Scheme. DBF will ensure that the Scrip Consideration to which an Ineligible Foreign Shareholder would otherwise have been entitled will be issued to a nominee appointed by DBF (**Sale Agent**) and dealt with in accordance with the Scheme.

5.4 Scheme Consideration election mechanism

- (a) DMPC must ensure that the Scheme Book sent to DMPC Preference Shareholders is accompanied by an Election Form under which each DMPC Preference Shareholder (other than Ineligible Foreign Shareholders) will be entitled to make an Election.
- (b) The Election Form must be in a form agreed by the parties in writing (acting reasonably).
- (c) DMPC must procure that, to the extent practicable, persons who acquire DMPC Preference Shares after the date of the despatch of the Scheme Book and Election Form receive an Election Form on request to DMPC.

5.5 Election

- (a) Subject to clause 5.3 and the terms and conditions of the Scheme, each Scheme Shareholder is entitled to make an Election.
- (b) A valid Election may be made by a Scheme Shareholder by returning the Election Form by the Election Time, or such other time as DBF and DMPC agree in writing, in accordance with the terms and conditions stated in the Election Form and in the manner specified by DMPC in the Election Form, provided that DBF may, with agreement of DMPC in writing, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any Election, and any such decision will be conclusive and binding on DMPC and DBF and the relevant DMPC Preference Shareholder.
- (c) Election Forms will allow each Scheme Shareholder (other than an Ineligible Foreign Shareholder) to make an Election to receive the Election Scheme Consideration in respect of all Scheme Shares held by that Scheme Shareholder, with an Election applying to all the Scheme Shares held by that Scheme Shareholder, and a Scheme Shareholder only being entitled to make one Election in relation to a particular holding.
- (d) In the manner considered appropriate by DBF (acting reasonably), a Scheme Shareholder who holds one or more parcels of DMPC Preference Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections in relation to each of those parcels of DMPC Preference Shares (subject to providing DBF any substantiating information it reasonably requires), and if it does so it will be treated as a separate Scheme Shareholder in respect of each such parcel in respect of which a separate Election is made.
- (e) If a valid Election has not been made by a Scheme Shareholder (or deemed made by a Scheme Shareholder) prior to the Election Time in respect of its Scheme Shares (after taking into account the preceding provisions of this clause 5.5), then that Scheme Shareholder will be deemed to have elected to receive the Default Scrip Consideration in respect of all of that Scheme Shareholder's Scheme Shares.

5.6 Fractional entitlements

Where the calculation of the Cash Consideration payable, or number of DBF Shares to be issued as Scrip Consideration, to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent or a fraction of a DBF Share, then the fractional entitlement of that Scheme Shareholder must be:

- (a) where the entitlement is to half a cent or half a DBF Share or more, rounded up to the nearest whole cent or whole number of DBF Shares, as applicable; and

- (b) where the entitlement is to less than half a cent or half a DBF Share, rounded down to the nearest whole cent or whole number of DBF Shares.

5.7 DBF Shares

DBF covenants in favour of DMPC (in its own right and on behalf of each Scheme Shareholder) that:

- (a) the DBF Shares issued as Scrip Consideration will, on their issue, rank equally in all respects with all other DBF Shares, with those DBF Shares issued as Scrip Consideration not being entitled to receive any dividend determined by DBF prior to the issue of the Scrip Consideration;
- (b) it will use reasonable endeavours to ensure that the DBF Shares issued as Scrip Consideration will be listed for quotation on the official list of the ASX with effect from the Business Day following the Implementation Date (or such later date as ASX may require) on an ordinary (T+2) settlement basis; and
- (c) on issue, each DBF Share will be fully paid and free from any Encumbrance.

6. Conduct of DMPC's business

6.1 Access to information and co-operation

- (a) During the period from the date of this agreement up to the Implementation Date, DMPC must use reasonable endeavours to:
 - (i) provide DBF and its Representatives with reasonable access to suitably qualified officers, employees and Representatives of the DMPC Group, for the purpose of discussing material matters arising out of the papers provided to DBF under clause 6.1(a);
 - (ii) promptly provide DBF and its Representatives with reasonable access to the documents, records and other information relating to the DMPC Group and its business (subject to existing confidentiality obligations owed to third parties, or applicable privacy laws), including, providing DBF and its Representatives with reasonable access to suitably qualified officers, employees and Representatives of the DMPC Group and sites on which a DMPC Group Member conducts business as reasonably requested by DBF or its Representatives, which DBF reasonably requires and requests in writing for the purposes of:
 - A. the implementation and facilitation of the Scheme, including obtaining any regulatory approvals contemplated by this agreement or required to facilitate the Transaction, the Scheme (including the satisfaction of the Conditions) and other transactions which relate to DMPC referred to in a Transaction Announcement;
 - B. planning the transition of the DMPC Group and other matters relating to the conduct of the DMPC Group following the Implementation Date;
 - C. discussing matters arising out of the papers provided to DBF under clause 6.1(a); or
 - D. any other purpose that is agreed in writing between the parties,

provided that the parties work together in good faith and take reasonable actions to minimise disruption to the business of the DMPC Group; and

- (iii) keep DBF reasonably informed of all material developments relating to:
 - A. the DMPC Group and their businesses (including any events or circumstances reasonably likely to give rise to DMPC Prescribed Occurrence, including any event, occurrence, change or matter which may require DBF's prior written consent as a potential DMPC Prescribed Occurrence) or DMPC Material Adverse Change); and
 - B. the Scheme, including the proxy position in respect of the Scheme Resolution.
- (b) The parties acknowledge that all information that is provided pursuant to this clause 6.1 will be provided subject to the terms of the Confidentiality Agreement.

7. Recommendation, intentions and announcements

7.1 DMPC Recommendation and DMPC Voting Intention

- (a) Subject to clause 7.1(c). DMPC must procure that:
 - (i) each DMPC Director provides their DMPC Voting Recommendation and DMPC Voting Intention in the absence of a Superior Proposal and subject to the Scheme Independent Expert concluding and continuing to conclude in the Scheme Independent Expert Report (or any update or, or any revision, amendment or supplement to, the Scheme Independent Expert Report) that the Scheme is in the best interests of DMPC Preference Shareholders; and
 - (ii) each Transaction Announcement (to the extent that a Transaction Announcement relates to the Scheme) and the Scheme Book includes the DMPC Recommendation and DMPC Voting Intention for each DMPC Director.
- (b) For the purposes of clauses 4.2(b) and 7.1(a), customary qualifications and explanations contained in the Scheme Book or any announcement in relation to a DMPC Recommendation or DMPC Voting Intention to the effect that the recommendation or voting intention is made:
 - (i) in the absence of a Superior Proposal;
 - (ii) in respect of any public announcement issued before the issue of the Scheme Book, 'subject to the Scheme Independent Expert concluding and continuing to conclude in the Scheme Independent Expert Report (or any update of, or any revision, amendment or supplement to, the Scheme Independent Expert Report) that the Scheme is in the best interests of DMPC Preference Shareholders'; or
 - (iii) in respect of the Scheme Book or any public announcements issued at the time of or after the issue of the Scheme Book, 'subject to the Scheme Independent Expert continuing to conclude in the Scheme Independent Expert Report that the Scheme is in the best interests of DMPC Preference Shareholders',

will not be regarded as a failure to make or an adverse change, withdrawal, adverse modification or adverse qualification of, a DMPC Recommendation or DMPC Voting Intention.

- (c) Notwithstanding clauses 4.2(b) and 7.1(a):
 - (i) a DMPC Director may withdraw their DMPC Recommendation or DMPC Voting Intention to the extent that DMPC determines, acting reasonably and having obtained advice from its legal advisers in writing, that:
 - A. the DMPC Director has an interest in the Scheme or Transaction; and
 - B. as a result of such interest, the Court would be unlikely to grant an order under section 411(1) or 411(4)(b) of the Corporations Act unless the applicable DMPC Director withdraws their DMPC Recommendation or DMPC Voting Intention; and
 - (ii) DMPC will not be in breach of any provision of this agreement, and will not be liable to DBF under this agreement, solely as a result of that DMPC Director withdrawing their DMPC Recommendation or DMPC Voting Intention as permitted by clause 7.1(c)(i).

7.2 DMPC confirmation

DMPC represents and warrants to DBF that, at the date of this agreement, each DMPC Director has confirmed their agreement, subject to clause 7.1(c), not to do anything inconsistent with their DMPC Recommendation and DMPC Voting Intention (including withdrawing, changing or in any way qualifying their DMPC Recommendation or DMPC Voting Intention) in each case:

- (a) in the absence of a Superior Proposal; and
- (b) subject to the Scheme Independent Expert concluding and continuing to conclude in the Scheme Independent Expert Report (or any update of, or any revision, amendment or supplement to, the Scheme Independent Expert Report) that the Scheme is in the best interests of DMPC Preference Shareholders,

and subject to the DMPC Board unanimously determining, in good faith, having received written legal advice from its external legal advisers (who much be reputable advisers experienced in transactions of this nature) that they must do so because of their fiduciary or statutory duties to shareholders in DMPC.

7.3 Withdrawal or change of DMPC Recommendation or DMPC Voting Intention

DMPC must procure that the DMPC Board collectively, and the DMPC Directors individually, do not adversely change, withdraw, adversely modify or adversely qualify (including by making any public statement supporting, endorsing or recommending an Alternative DMPC Proposal and/or to the effects that she or he no longer supports the Scheme) its or their DMPC Recommendation or DMPC Voting Intention, unless:

- (a) DMPC has received an Alternative DMPC Proposal and the DMPC Board has determined, after complying with the procedure in clause 8.4, that the Alternative DMPC Proposal is a Superior Proposal; or
- (b) the Scheme Independent Expert opines in the Scheme Independent Expert Report (or any update of, or any revision, amendment or supplement to, the Scheme Independent Expert Report) that the Scheme is not in the best interests of DMPC Preference Shareholders.

If a member of the DMPC Board proposes to withdraw or change its DMPC Recommendation or DMPC Voting Intention in accordance with clause 7.3(b):

- (c) DMPC must notify DBF in writing immediately; and
- (d) the parties must consult in good faith for 2 Business Days after the date on which the notification in paragraph (c) is given to consider and determine whether the DMPC Recommendation or DMPC Voting Intention the subject of the withdrawal or change in place at the time can be maintained. That DMPC Recommendation or DMPC Voting Intention cannot be withdrawn or changed in accordance with clause 7.1 until the end of the consultation period.

7.4 DBF Recommendation and DBF Voting Intention

- (a) DBF must ensure that each Transaction Announcement (to the extent that a Transaction Announcement relates to the DBF Shareholder Resolutions) and the Notice of Meeting include for each DBF Director:
 - (i) the DBF Recommendation; and
 - (ii) the DBF Voting Intention,

provided that if a DBF Director is unable to vote (or whose votes will be excluded) on one or more of the DBF Shareholder Resolutions pursuant to applicable laws or the Listing Rules, no DBF Recommendation or DBF Voting Intention need be included in respect of that DBF Director.
- (b) For the purposes of clauses 4.4(b) and 7.4(a), customary qualifications and explanations contained in the Notice of Meeting or any announcement in relation to a DBF Recommendation or DBF Voting Intention to the effect that:
 - (i) the recommendation is made 'subject to the NOM Independent Expert concluding and continuing to conclude in the NOM Independent Expert Report (including in any update of, or any revision, amendment or supplement to, that report) the NOM IER Conclusion'; and
 - (ii) the recommendation is made 'subject to the DBF Director being able to vote (or the DBF Directors' votes not being excluded) on one or more of the DBF Shareholder Resolutions pursuant to the applicable laws or the Listing Rules',

will not be regarded as a failure to make or a withdrawal of a DBF Recommendation or DBF Voting Intention.

7.5 DBF Confirmation

DBF represents and warrants to DMPC that each DBF Director, except in respect of a DBF Director who is unable to vote (or whose votes will be excluded) on one or more of the DBF Shareholder Resolutions pursuant to applicable laws or the Listing Rules, has confirmed their agreement not to do anything inconsistent with their DBF Recommendation and DBF Voting Intention (including withdrawing, changing or in any way qualifying their DBF Recommendation or DBF Voting Intention), subject only to the NOM Independent Expert concluding and continuing to conclude in the NOM Independent Expert Report (including in any update of, or any revision, amendment or supplement to, that report) the NOM IER Conclusion.

7.6 Transaction Announcements

- (a) Immediately after the execution of this agreement DBF must issue the Transaction Announcements to the ASX.
- (b) To the extent a Transaction Announcement refers to DMPC or the Transaction Documents, those references must be in a form agreed by the parties.

7.7 Public announcements

Subject to clause 7.8, no public announcement or public disclosure of the Transaction or any other transaction the subject of this agreement or the Scheme may be made other than in a form approved by each party in writing (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

7.8 Required disclosure

Where a party is required by applicable law or the Listing Rules to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this agreement or the Scheme, it may do so despite clause 7.7 but must use all reasonable endeavours, to the extent practicable and lawful, to consult with the other party prior to making the relevant disclosure.

8. Exclusivity arrangements

8.1 Ceased discussions

DMPC represents and warrants that at the time of entry into this agreement:

- (a) it is not currently in negotiations or discussions in respect of any Alternative DMPC Proposal with any person; and
- (b) it has ensured that any electronic data room access granted to any Third Party prior to the date of this agreement is withdrawn and will immediately request the return of all confidential information relating to the DMPC Group from any Third Party and terminate their access to any confidential information on an ongoing basis.

8.2 No shop

During the Exclusivity Period, DMPC must not, and must ensure that its Representatives do not, except with the prior written consent of DBF, solicit, invite, initiate or encourage any Alternative DMPC Proposal or any inquiry, expression of interest, offer, proposal, negotiations or discussions by or with any Third Party in relation to, or that may reasonably be expected to encourage or lead to the making of, an Alternative DMPC Proposal, or communicate any intention to any person to do any of those things.

8.3 No talk and no due diligence

Subject to clause 8.4, during the Exclusivity Period, DMPC must not, and must ensure that other DMPC Group Members and any of DMPC's Representatives do not, except with the prior written consent of DBF:

- (a) enter into, continue or participate in any negotiations or discussions with, or accept or enter into, or offer to accept or enter into, any agreement, arrangement or understanding with, any Third Party in relation to an Alternative DMPC Proposal; or
- (b) make available to any Third Party, or permit any Third Party to receive, any non-public information relating to the DMPC Group (including by way of providing information and access to perform due diligence on the DMPC Group) in relation to, or in a way that may reasonably be expected to encourage or lead to the making of an Alternative DMPC Proposal; or
- (c) communicate to any person an intention to do anything referred to in this clause 8.3.

8.4 Exceptions

Clause 8.3 does not apply to the extent that it restricts DMPC or the DMPC Board from taking or refusing to take any action with respect to any bona fide Alternative DMPC Proposal which was not solicited, invited, encouraged or initiated by DMPC in contravention of clause 8.2 provided that the DMPC Board has determined, in good faith that:

- (a) after receiving written advice from its external financial advisers, such Alternative DMPC Proposal is, or could reasonably be considered to become, a Superior Proposal; and
- (b) after receiving written legal advice from its external legal advisers (who must be reputable advisers experienced in transactions of this nature) that failing to respond to the Alternative DMPC Proposal would constitute or be reasonably likely to constitute a breach of any of the fiduciary or statutory duties of any member of the DMPC Board.

8.5 Notice of Alternative DMPC Proposal

During the Exclusivity Period, DMPC must as soon as reasonably practicable (and in any case within 24 hours) notify DBF in writing if DMPC, a DMPC Group Member or any of DMPC's Representatives, becomes aware of any:

- (a) negotiations, discussions or other communications, or any other contact or approach, in relation to an actual or potential Alternative DMPC Proposal, or that may be reasonably expected to lead to an Alternative DMPC Proposal;
- (b) approach or proposal made to, or received by, DMPC, a DMPC Group Member or any of DMPC's Representatives, in connection with, or in respect of any, exploration or completion of, an actual or potential Alternative DMPC Proposal, or that may be reasonably expected to lead to an Alternative DMPC Proposal;
- (c) request made by a Third Party to DMPC, a DMPC Group Member or any of DMPC's Representatives for any Non-public information (other than where the DMPC Board reasonably believes that such request is in the ordinary course of business and is not in connection with such Third Party formulating, developing or finalising an Alternative DMPC Proposal); or
- (d) provision by DMPC, a DMPC Group Member or any of DMPC's Representatives of any Non-public information concerning the business or operations of DMPC, DMPC Group or a DMPC Group Member to any Third Party (other than a Regulatory Authority) in connection with an actual or potential Alternative DMPC Proposal,

whether direct or indirect, solicited or unsolicited, and in writing or otherwise.

A notice given under this clause 8.5 must include all material details of the Alternative DMPC Proposal (including the price (or if not cash, implied value), funding, form of consideration, proposed deal protection provisions, conditions, timing, break fee provisions and other material terms and conditions of the Alternative DMPC Proposal and the identity of the proponent(s) of any such proposal), in each case to the extent known by DMPC, a DMPC Group Member or DMPC's Representatives.

8.6 Matching right

- (a) During the Exclusivity Period, DMPC:
 - (i) must not, and must procure that each DMPC Group Member does not, enter into any binding agreement pursuant to which DMPC or another DMPC Group Member agrees to undertake or implement or otherwise

give effect to an actual, proposed or potential Alternative DMPC Proposal; and

- (ii) must procure that none of the DMPC Directors (A) withdraw or adversely change, modify or qualify their DMPC Recommendation or DMPC Voting Intention as a consequence of receiving an Alternative DMPC Proposal or (B) make any public statement supporting, endorsing or recommending an Alternative DMPC Proposal and/or the effect that she or he no longer supports the Scheme or recommends that DMPC Preference Shareholders accept or vote in favour of an Alternative DMPC Proposal,

unless:

- (iii) the DMPC Board determines, acting in good faith and in order to satisfy what the DMPC Directors consider to be their statutory or fiduciary duties (having received written advice from its external legal and financial advisers in accordance with clause 8.4) that the actual, proposed or potential Alternative DMPC Proposal is, or could reasonably be considered to become, a Superior Proposal as required by clause 8.4;
- (iv) DMPC has provided DBF with the material details of the actual, proposed or potential Alternative DMPC Proposal, which will include the information referred to in clause 8.5;
- (v) DMPC has given DBF at least 5 Business Days after the date of the provision of the information referred to in clause 8.6(a)(iv) to provide a matching or superior proposal (which may include amendments to the terms of the Scheme) to the terms of the actual, proposed or potential Superior Proposal (**Counterproposal**); and
- (vi) DBF has not announced or otherwise formally proposed to DMPC a Counterproposal by the expiry of the 5 Business Day period in clause 8.6(a)(v) that the DMPC Board acting in good faith determines would produce an equivalent or superior outcome for shareholders in DMPC (as a whole) than the terms of the Alternative DMPC Proposal, taking into account all terms and conditions and other aspects of the Counterproposal and the Alternative DMPC Proposal respectively.

- (b) If DBF provides a Counterproposal to DMPC by the expiry of the 5 Business Day period in accordance with clause 8.6(a)(v), then DMPC must procure that the DMPC Board considers the Counterproposal and determines whether, acting reasonably and in good faith, after taking advice from the DMPC Board's external legal and financial advisers, that the Counterproposal would provide an equivalent or superior outcome for shareholders in DMPC as a whole compared to the Alternative DMPC Proposal, taking into account all of the terms and conditions of the Counterproposal. Following that determination, DMPC must:

- (i) procure that the DMPC Board promptly, and in any event within 3 Business Days, notifies DBF of the determination in writing, stating reasons for that determination; and
- (ii) if the determination is that the Counterproposal would provide an equivalent or superior outcome for shareholders in DMPC as a whole compared with the Alternative DMPC Proposal, then for a period of 5 Business Days after DMPC delivers to DBF the notice referred to above, DMPC and DBF must use their best endeavours to agree the transaction documentation required to implement the Counterproposal (including any applicable amendments to the Transaction Documents) as soon as reasonably practicable. DMPC must procure that each of the DMPC Directors continues to recommend the Scheme (as modified by the

Counterproposal) to shareholders in DMPC in accordance with their DMPC Recommendation and intend to vote in favour of the Scheme (as modified by the Counterproposal) in accordance with the DMPC Voting Intention.

- (c) For the purposes of this clause 8.6:
 - (i) each new Alternative DMPC Proposal or successive material modification or amendment of any actual, proposed or potential Alternative DMPC Proposal will constitute a new actual, proposed or potential Alternative DMPC Proposal; and
 - (ii) for the avoidance of doubt, the procedures set out in this clause 8.6 must again be followed in respect of each new Alternative DMPC Proposal or successive material variation or amendment to an Alternative DMPC Proposal prior to DMPC or any DMPC Group Member taking any of the actions referred to in clauses 8.6(a)(i) or 8.6(a)(ii).
- (d) Despite any other provision in this agreement, a statement by DMPC, the DMPC Board or any DMPC Director to the effect that:
 - (i) the DMPC Board has determined that an Alternative DMPC Proposal is or may be a Superior Proposal and has commenced the matching right process set out in this clause 8.6; or
 - (ii) DMPC Preference Shareholders should take no action pending the completion of the matching right process set out in this clause 8.6,

does not of itself:

 - (iii) constitute an adverse change, withdrawal, adverse modification or adverse qualification of the DMPC Recommendation or DMPC Voting Intention of any DMPC Director or an endorsement of an Alternative DMPC Proposal;
 - (iv) contravene this agreement;
 - (v) give rise to an obligation to pay the DMPC Break Fee under clause 9.2; or
 - (vi) give rise to a termination right under clause 14.3.

8.7 Normal provision of information

Nothing in this clause 8 prevents a DMPC Group Member from:

- (a) providing any information required to be provided by any applicable law, any Regulatory Authority or any court of competent jurisdiction;
- (b) providing any information to its auditors, customers, joint venturers and suppliers acting in that capacity in the ordinary course of business;
- (c) providing any information to its advisers acting in that capacity in connection with the Transaction; or
- (d) making presentations to Third Parties (including DMPC shareholders) in the ordinary course of business.

8.8 Legal advice

DMPC acknowledges that it has received legal advice on this agreement and the operation of this clause 8.

9. DMPC Break Fee

9.1 Background

This clause 9 has been agreed in circumstances where:

- (a) DMPC believes the implementation of the Transaction will provide significant benefits to DMPC and shareholders in DMPC, and acknowledges that, if DBF enters into this agreement and the Transaction is subsequently not implemented, DBF will have incurred significant costs, including those set out at clause 9.5;
- (b) in these circumstances, the parties have agreed that provision be made for the relevant payment outlined in clause 9.2, without which DBF would not have entered into this agreement or otherwise agreed to implement the Transaction;
- (c) DMPC and the DMPC Board believe, after having taken advice from its external legal advisers, that the implementation of the Transaction will provide benefits to DMPC and its shareholders and it is appropriate for DMPC to agree to the DMPC Break Fee in accordance with this clause 9 in order to secure DBF's entry into this agreement and participation in the Transaction; and
- (d) both parties have received legal advice in relation to this agreement and the operation of this clause 9.

9.2 DMPC Break Fee payable

Subject to clauses 9.3, 9.6 and 18.7, DMPC must pay DBF the DMPC Break Fee if:

- (a) at any time before the End Date or, if earlier, the date this agreement is terminated under clause 14.3, any DMPC Director:
 - (i) fails to provide a DMPC Recommendation or DMPC Voting Intention in the manner described in clause 7;
 - (ii) subject to clause 7.1(c), withdraws, changes, adversely modifies or adversely qualifies their DMPC Recommendation or DMPC Voting Intention;
 - (iii) makes a public statement indicating that he or she no longer supports the Scheme; or
 - (iv) recommends, supports or endorses an Alternative DMPC Proposal,

in each case provided that DBF has terminated this agreement in accordance with clause 14 and other than in circumstances where:

 - (v) the Scheme Independent Expert concludes in the Scheme Independent Expert Report (or any update of, or revision, amendment or supplement to, that report) that the Scheme is not in the best interests of DMPC Preference Shareholders (except whether that conclusion is a result of the existence, announcement or publication of an Alternative DMPC Proposal (including, but not limited to, a Superior Proposal)); or
 - (vi) DMPC is entitled to terminate this agreement under clause 14.3(b), and has given a valid termination notice to DBF;

- (b) at any time before the End Date or, if earlier, the date this agreement is terminated under clause 14.3(a) or 14.3(d), an Alternative DMPC Proposal of any kind is made by a person (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months after that occurring, the person (either alone or together with any Associate):
 - (i) completes in all material respects a transaction of the kind referred to in the definition of Alternative DMPC Proposal; or
 - (ii) otherwise acquires a Relevant Interest in, or becomes the holder of, or otherwise acquires, directly or indirectly, 50% or more of shares in DMPC under a transaction that is or has become wholly unconditional,

which, in each case, DMPC must notify DBF within 5 Business Days of completion of the transaction of the kind referred to in clauses 9.2(b)(i) and 9.2(b)(ii); or
- (c) DMPC has terminated this agreement in accordance with clause 14.3(c).

9.3 Payment conditions

Despite any other term of this agreement:

- (a) the DMPC Break Fee will not be payable to DBF if the Scheme becomes Effective or DBF otherwise acquires control (within the meaning in section 50AA of the Corporations Act) of DMPC;
- (b) the DMPC Break Fee will not be payable to DBF if, prior to the DMPC Break Fee otherwise becoming payable, DMPC is entitled to terminate this agreement under 14.3(b) and has given a valid termination notice to DBF; and
- (c) the DMPC Break Fee is only payable once.

9.4 Timing of payment

- (a) A demand by DBF for payment of the DMPC Break Fee under this clause 9 must:
 - (i) be in writing;
 - (ii) be made after the occurrence of the event in clause 9.2 giving rise to the right to payment;
 - (iii) state the circumstances which give rise to the demand; and
 - (iv) nominate an account into which DMPC must pay the DMPC Break Fee,

(Initial Notice)
- (b) Within 2 Business Days of the End Date, DBF must confirm to DMPC in writing the sum of the total DMPC Break Fee payable by DMPC (**Payment Notice**).
- (c) To the extent that DMPC is required to pay the DMPC Break Fee under clause 9.2, DMPC must pay the proportion of the DMPC Break Fee set out in the Payment Notice into the account nominated by DBF under this clause 9, without set off or withholding, within 10 Business Days of receipt by DMPC of the Payment Notice from DBF in accordance with clause 9.4 and subject to DMPC receiving an Initial Notice from DBF together with or prior to the Payment Notice.

9.5 Nature of payment

DMPC and DBF acknowledge and agree that the amount of the DMPC Break Fee has been calculated to reimburse DBF for costs including the following:

- (a) fees for legal, financial and other professional advice in planning and implementing the Transaction and Transaction (Others) (excluding success fees);
- (b) reasonable opportunity costs incurred in engaging in the Transaction and Transaction (Others) in not engaging in other alternative acquisitions or strategic initiatives;
- (c) costs of management and directors' time in planning and implementing the Transaction and Transaction (Others); and
- (d) out of pocket expenses incurred by DBF and DBF's employees, advisers and agents in planning and implementing the Transaction and Transaction (Others),

in each case, incurred by DBF directly or indirectly as a result of having entered into this agreement and pursuing the Transaction and Transaction (Others), and DMPC and DBF agree that:

- (e) the costs actually incurred by DBF will be of such a nature that they cannot all be accurately ascertained; and
- (f) the DMPC Break Fee is a genuine and reasonable pre-estimate of those costs.

9.6 Compliance with law

- (a) If it is finally determined following the exhaustion of all reasonable avenues of appeal to a Court that all or any part of the DMPC Break Fee:
 - (i) constitutes unacceptable circumstances as declared by a court; or
 - (ii) is determined to be unlawful by a court (including by virtue of it being a breach of the DMPC Board's fiduciary or statutory duties),
 then DMPC's obligation to pay such part of the DMPC Break Fee does not apply and if DBF has received any relevant part of the DMPC Break Fee it must refund it to DMPC within 5 Business Days of the final determination.
- (b) For the avoidance of doubt, any part of the DMPC Break Fee that would not constitute unacceptable circumstances or that is not unenforceable or unlawful (as applicable) must be paid by DMPC.
- (c) The parties must not make, or cause or permit to be made, any application to a Court for or in relation to a declaration or determination of a kind referred to in clause 9.6(a).

10. Liability of directors, officers and employees

10.1 Liability of directors and employees

To the maximum extent permitted by law:

- (a) DBF releases all its rights against, and agrees that it will not make any claim against, any past or present director, officer or employee of a DMPC Group Member or DMPC Team Member; and

- (b) DMPC releases all its rights against, and agrees that it will not make any claim against, any past or present director, officer or employee of a DBF Group Member or DBF Team Member,

in respect of any matter arising in connection with the Transaction or the Transaction Documents (excluding any matter arising in connection with an Escrow Deed to the extent a person who would otherwise be released under paragraphs (a) or (b) above is a party to an Escrow Deed), including:

- (c) any breach of any representation or warranty in this agreement;
- (d) any disclosure containing any statement which is false or misleading (whether by omission or otherwise); or
- (e) any failure to provide information,

whether current, future, known or unknown, arising at common law, in equity, under statute or otherwise, except to the extent arising from the fraud, dishonesty or wilful default of such person. For the avoidance of doubt nothing in this clause 10 limits the parties' rights to terminate this agreement under clause 14.

10.2 Directors' and officers' insurance

The parties acknowledge and agree that:

- (a) prior to the Effective Date, DMPC will arrange for run off directors' and officers' liability insurance cover (**Run Off Cover**) to be put in place for the benefit of each individual who, immediately prior to the Implementation Date, is a person to whom the benefit of the insurance cover provided by the Policy extends (**Beneficiary**) on, so far as practicable, terms (including as to limits of liability and deductibles) no less favourable than under the Policy;
- (b) the Run Off Cover will cover claims made up to seven years after the Implementation Date in respect of conduct or matters occurring on or before the Implementation Date; and
- (c) payment for the Run Off Cover may not be made until after the Implementation Date and that DBF will, in this event, procure that DMPC pays for the Run Off Cover as soon as practicable after the Implementation Date but in any event, no later than the last date for payment under the terms of the Run Off Cover or related invoice.

10.3 Obligations in relation to directors' and officers' insurance

From the Implementation Date, DMPC must not (and must procure that each other DMPC Group Members does not):

- (a) vary or cancel the Policy or Run Off Cover; or
- (b) commit any act or omission that may prejudice any claim by a Beneficiary under the Policy or Run Off Cover.

10.4 Deeds of indemnity

Subject to the Scheme being Effective and becoming implemented, DBF undertakes in favour of DMPC, each DMPC Director and each other officer of DMPC as at the Implementation Date that it will:

- (a) for a period of seven years from the Implementation Date, ensure that the constitutions of DMPC and each other DMPC Group Member continue to contain such rules as are contained in those constitutions at the date of this agreement that

provide for DMPC or the DMPC Group Member (as applicable) to indemnify each of its directors and officers against any liability incurred by that person in their capacity as a director officer of that company; and

- (b) procure that DMPC and each other DMPC Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective current or former directors and officers from time to time.

10.5 Benefit

- (a) DBF acknowledges that DMPC holds the benefit of this clause 10 to the extent it relates to each person referred to in clause 10.1(a) as trustee for them, and, as such, each such person referred to in clause 10.1(a) may enforce this clause 10 against DBF.
- (b) DMPC acknowledges that DBF holds the benefit of this clause 10 to the extent it relates to each person referred to in clause 10.1(b) as trustee for them, and, as such, each such person referred to in clause 10.1(b) may enforce this clause 10 against DMPC.

11. Representations, warranties and indemnities

11.1 Representations and warranties by DBF

DBF represents and warrants to DMPC:

- (a) **(general)** on and from the date of this agreement until (and including) 8:00am on the Second Court Date that:
 - (i) **(validly existing)** each DBF Group Member is a validly existing corporation registered under the laws of its place of incorporation;
 - (ii) **(power and authority)** the execution and delivery by DBF of the Transaction Documents and the Transaction Documents (Others) to which DBF is party has been properly authorised by all necessary corporate action and DBF has full corporate power and lawful authority to execute and deliver such Transaction Documents and Transaction Document (Others) and (subject to the satisfaction of the relevant conditions therein) to perform or cause to be performed its obligations under such Transaction Documents and Transaction Documents (Others);
 - (iii) **(no default)** the Transaction Documents and Transaction Documents (Others) to which DBF is party constitute legal, valid and binding obligations on it and do not result in a breach of or default under:
 - A. the constitution of DBF; or
 - B. any writ, order or injunction, judgment, law, rule or regulation to which DBF is party, or by which DBF is bound; and
 - (iv) **(no other shareholder or Regulatory Approvals)** other than as expressly contemplated by clause 3.1, no shareholder or Regulatory Authority approval, consent, clearance, waiver, ruling, relief, confirmation, exemption, declaration or notice is required to be obtained by DBF in order for it to execute and perform the Transaction Documents to which it is a party;
- (b) **(agreement binding)** this agreement is a valid and binding obligation on DBF, enforceable in accordance with its terms;

- (c) **(DBF Shares)** as at the date of this agreement there are 41,157,331 DBF Shares on issue and no DBF Group Member has issued (and is not required to issue) any other securities or instruments which are still outstanding (or may become outstanding) and which may convert into shares in a DBF Group Member;
- (d) **(DBF Scheme Book Information)** on the First Court Date, the date the Scheme Book is despatched, the date of the Scheme Meeting and the Second Court Date, the DBF Scheme Book Information has been prepared and included in the Scheme Book in good faith and on the understanding that:
 - (i) DMPC has relied on that information for the purposes of considering and, where required, approving the DMPC Scheme Book Information in the Scheme Book;
 - (ii) the DBF Scheme Book Information complies in all material respects with relevant laws (including the Corporations Act, Listing Rules and relevant Regulatory Guides), and includes all information regarding the DBF Group and the Scheme Consideration that is required by the Corporations Act, Regulatory Guides and Listing Rules to be included in the Scheme Book;
 - (iii) the DBF Scheme Book Information in the form and context in which it appears in the Scheme Book is not misleading or deceptive in any material respect and does not contain any material omission; and
 - (iv) all information provided by or on behalf of DBF to the Scheme Independent Expert has been prepared and provided in good faith and on the understanding that the Scheme Independent Expert has relied on the information for the purposes of preparing the Scheme Independent Expert Report;
- (e) **(Notice of Meeting)** on the date the Notice of Meeting is despatched and the date of the DBF Shareholder Meeting, the DBF NOM Information has been prepared and included in the Notice of Meeting in good faith and on the understanding that:
 - (i) DMPC has relied on that information for the purposes of considering and, where required, approving the DMPC NOM Information in the Notice of Meeting; and
 - (iii) the DBF NOM Information complies in all material respects with relevant laws (including the Corporations Act, Listing Rules and relevant Regulatory Guides) and includes all information regarding the DBF Group that is required by the Corporations Act, Regulatory Guides and Listing Rules to be included in the Notice of Meeting;
 - (iv) the DBF NOM Information in the form and context in which it appears in the Notice of Meeting is not misleading or deceptive in any material respect and does not contain any material omission; and
 - (v) all information provided by or on behalf of DBF to the NOM Independent Expert has been prepared and provided in good faith and on the understanding that the NOM Independent Expert has relied on the information for the purposes of preparing the NOM Independent Expert Report;
- (f) **(continuous disclosure)** on the date of this agreement, the date the Scheme Book is despatched, the date the Notice of Meeting is despatched, the date of the Scheme Meetings, the date of the DBF Shareholder Meeting and the Second Court Date, following the making by DBF of the Transaction Announcements, DBF is in compliance in all material respects with its continuous disclosure obligations under

Listing Rule 3.1 and is not withholding any information pursuant to its obligations under Listing Rule 3.1;

- (g) **(financing)** as at the date of this agreement, DBF has reasonable basis to expect that it will, by the Business Day prior to the Implementation Date, have funds sufficient to perform its obligations in respect of the Scheme, if the Scheme become Effective;
- (h) **(Cash Consideration)** as at 8:00am on the Second Court Date, DBF will have sufficient cash on its balance sheet, or financial commitments available to it on a unconditional basis (other than conditions relating to the approval of the Court and related procedural matters or documentary requirements which, by their terms or nature, can only be satisfied or performed after the Second Court Date), to enable DBF to satisfy its obligations to provide the Cash Consideration in accordance with the terms of this agreement, the Scheme and the Deed Poll;
- (i) **(Insolvency Event)** on each date from the date of this agreement until (and including) the Implementation Date that none of the following events has occurred in relation to a DBF Group Member:
 - (vi) an Insolvency Event; and
 - (vii) a DBF Group Member stops paying its debts as and when they fall due, or is declared or taken under any applicable law to be insolvent, or the DBF Board resolves that it is, or is likely to become at some future time, insolvent.

11.2 Qualification of DBF Warranties

The DBF Warranties under clause 11.1 are subject to, and are deemed to have disclosed against them, matters which:

- (a) have been Fairly Disclosed in:
 - (i) written materials provided by DBF Team Members to DMPC or its Representatives, or are contemplated by, or arise in relation to a matter, disclosed by DBF in an announcement to the ASX by DBF in the two years prior to the date of this agreement; or
 - (ii) a publicly available document lodged by or on behalf of, or against, a DBF Group Member which would be disclosed on a register maintained by ASIC, or the High Court of Australia, the Federal Court of Australia or any Supreme Court of any State or Territory in Australia, or on the Personal Property Securities Register, at least 2 Business Days prior to the date of this agreement; or
- (b) are contemplated by a Transaction Announcement, the Transaction Documents or the Transaction Documents (Others); or
- (c) are within the actual knowledge of DMPC Team Members prior to the date of this agreement.

11.3 Representations and warranties by DMPC

DMPC represents and warrants to DBF:

- (a) **(general)** on and from the date of this agreement until (and including) 8:00am on the Second Court Date:

- (i) **(validly existing)** each DMPC Group Member is a validly existing corporation registered under the laws of its place of incorporation;
- (ii) **(power and authority)** the execution and delivery by DMPC of the Transaction Documents to which DMPC is party has been properly authorised by all necessary corporate action and DMPC has full corporate power and lawful authority to execute and deliver such Transaction Documents and to perform or cause to be performed its obligations (subject to the satisfaction of the relevant conditions therein) under such Transaction Documents;
- (iii) **(no default)** the Transaction Documents to which DMPC is party constitute legal, valid and binding obligations on it and do not result in a breach of or default under:
 - A. the constitution of DMPC; or
 - B. any writ, order or injunction, judgment, law, rule or regulation to which DMPC is party, or by which DMPC is bound; and
- (ii) **(no other shareholder or Regulatory Approvals)** other than as expressly contemplated by clause 3.1 or as required from ASIC and the Court, no other approvals from shareholders in DMPC or Regulatory Authorities are required to be obtained by DMPC in order for DMPC to execute and perform the Transaction Documents to which it is a party;
- (b) **(agreement binding)** this agreement is a valid and binding obligation on DMPC enforceable in accordance with its terms;
- (c) **(DMPC shares)** as at the date of this agreement there are 21,747,115 DMPC shares (comprising 1,657,652 ordinary shares and 20,089,463 preference shares) and no DMPC Group Member has issued (and is not required to issue) any other securities or instruments which are still outstanding (or may become outstanding) and which may convert into shares in a DMPC Group Member;
- (d) **(DMPC Scheme Book Information)** on the First Court Date, the date the Scheme Book is despatched, the date of the Scheme Meetings and the Second Court Date, the DMPC Scheme Book Information has been prepared and included in the Scheme Book in good faith and on the understanding that:
 - (i) DBF has relied on that information for the purposes of considering and, where required, approving the DBF Scheme Book Information in the Scheme Book;
 - (ii) the DMPC Scheme Book Information complies in all material respects with relevant laws (including the Corporations Act, Listing Rules and the relevant Regulatory Guides), and includes all information regarding the DMPC Group that is required by the Corporations Act. Regulatory Guides and Listing Rules to be included in the Scheme Book;
 - (iii) the DMPC Scheme Book Information in the form and context in which it appears in the Scheme Book is not misleading or deceptive in any material respect and does not contain any material omission; and
 - (iv) all information provided by or on behalf of DMPC to the Scheme Independent Expert has been prepared and provided in good faith and on the understanding that the Scheme Independent Expert has relied on the information for the purposes of preparing the Scheme Independent Expert Report;

- (e) **(DMPC NOM Information)** on the date the Notice of Meeting is despatched and the date of the DBF Shareholder Meeting, the DMPC NOM Information has been prepared and included in the Notice of Meeting in good faith and on the understanding that:
- (i) DBF has relied on that information for the purposes of considering and, where required, approving the DBF NOM Information in the Notice of Meeting; and
 - (ii) the DMPC NOM Information complies in all material respects with relevant laws (including the Corporations Act, Listing Rules and relevant Regulatory Guides), and includes all information regarding the DMPC Group that is required by the Corporations Act, Regulatory Guides and Listing Rules to be included in the Notice of Meeting;
 - (iii) the DMPC NOM Information in the form and context in which it appears in the Notice of Meeting is not misleading or deceptive in any material respect and does not contain any material omission; and
 - (iv) all information provided by or on behalf of DMPC to the NOM Independent Expert has been prepared and provided in good faith and on the understanding that the NOM Independent Expert has relied on the information for the purposes of preparing the NOM Independent Expert Report;
- (f) **(DMPC Due Diligence Materials)** as at the date of this agreement, to the best of the DMPC Team Members' knowledge and belief:
- (viii) the information contained in the DMPC Due Diligence Materials was collated and prepared in good faith and with reasonable care and skill for the purposes of DBF conducting due diligence in respect of the Transaction and in response to particular written questions or requests for information; and
 - (ix) the information contained in the DMPC Due Diligence Materials is accurate in all material respects and does not contain any statement which is materially misleading or deceptive (including by omission only to the extent DMPC has knowingly or intentionally omitted to disclose information to DBF as part of the DMPC Due Diligence Materials).
- For the purposes of this DMPC Warranty, the DMPC Due Diligence Materials do not include any information, document, representation, statement, view or opinion to the extent that it contains or expresses a forecast, prediction or projection or is otherwise forward looking after the date of this agreement;
- (g) **(material licenses)** as at the date of this agreement, as far as DMPC is aware, the DMPC Group:
- (i) holds all material licenses, Authorisations and permits necessary to conduct the activities of the DMPC Group as being conducted at the date of this agreement;
 - (ii) is not in material breach of or default under any such material licenses, Authorisations and permits; and
 - (iii) has not received any notice in respect of a termination, revocation, variation, or non-renewal of any such material licenses, Authorisations or permits;
- (h) **(no breach)** each DMPC Group Member has complied in all material respects with all laws and regulations applicable to that DMPC Group Member and its business or

orders of Regulatory Authority having jurisdiction over that DMPC Group Member or its business and there is no judgment, injunction, order or decree binding on any DMPC Group Member that would be reasonably likely to have material adverse impact on the DMPC Group as a whole;

- (i) **(advisers' fees)** as at the date of this agreement, DMPC has Fairly Disclosed to DBF the aggregate amount paid or payable by a DMPC Group Member to any financial, legal, accounting or other advisor in connection with the Transaction;
- (j) **(property):**
 - (i) the DMPC Group does not have any interest in land except for its interest in the properties listed in the DMPC Data Room;
 - (ii) those properties comprise all the land and premises owned, used or occupied by the DMPC Group;
 - (iii) so far as DMPC is aware, the DMPC Group has the exclusive occupation and quiet enjoyment of the leasehold properties as listed in the DMPC Data Room; and
 - (iv) it is not aware of a DMPC Group Member being in material breach or material default under any of the leases or licences under which it occupies any of those leasehold properties;
- (k) **(employees)** as far as DMPC is aware, the DMPC Group has materially complied with all obligations under employment contracts, industrial agreements and awards, and with all codes of conduct and practice relevant to conditions of service and to the relations between it and the employees employed by a DMPC Group Member;
- (l) **(accounts and finances)** as far as DMPC is aware, there has not been any event, change, effect or development that would require a restatement of a DMPC Group Member's financial statements as disclosed to DBF and its financial statements for the financial year ended 31 December 2024
 - (i) comply with applicable statutory requirements and were prepared in accordance with the Corporations Act, the Accounting Standards and all other applicable laws and regulations; and
 - (ii) give a true and fair view of the financial position and the assets and liabilities and financial performance of the DMPC Group;
- (m) **(no default)** on the date of this agreement and as far as DMPC is aware, no DMPC Group Member is in default in any material respect under a material contract to which it is a party, and nothing has occurred which is or would be with the giving of notice or lapse of time an event of default or which gives another party a termination right;
- (n) **(no litigation)** as at the date of this agreement, as far as DMPC is aware, no DMPC Group Member is:
 - (i) a party to any material legal action, investigation, proceeding, dispute, claim, demand, notice, inquiry, arbitration, mediation, dispute resolution or litigation; or
 - (ii) the subject of any material ruling, judgement, order, declaration or decree by any Regulatory Authority other than in the ordinary course of its business, and as far as DMPC is aware, there is no such material legal action, investigation, proceeding, dispute, claim, demand, notice, direction, inquiry, arbitration, mediation, dispute resolution, litigation,

ruling, judgement order, declaration or decree pending, threatened or anticipated, against any DMPC Group Member; and

- (o) **(Insolvency Event)** on each date from the date of this agreement until (and including) the Implementation Date none of the following events has occurred in relation to a DMPC Group Member:
 - (i) an Insolvency Event; and
 - (ii) a DMPC Group Member stops paying its debts as and when they fall due, or is declared or taken under any applicable law to be insolvent, or the DMPC Board resolves that it is, or is likely to become at some future time, insolvent.

11.4 Qualification of DMPC Warranties

The DMPC Warranties under clause 11.3, are subject to, and are deemed to have disclosed against them, matters which:

- (a) have been Fairly Disclosed in:
 - (i) the DMPC Due Diligence Materials; or
 - (ii) a publicly available document lodged by or on behalf of, or against, a DMPC Group Member which would be disclosed on a register maintained by ASIC, or the High Court of Australia, the Federal Court of Australia or any Supreme Court of any State or Territory in Australia, or on the Personal Property Securities Register, at least 2 Business Days prior to the date of this agreement;
- (b) are contemplated by a Transaction Announcement or Transaction Documents; or
- (c) are within the actual knowledge of the DBF Team Members prior to the date of this agreement.

11.5 No representation or reliance

- (a) Each party acknowledges that:
 - (i) no party (nor any person acting on its behalf or any of its Representatives) has made any representation or warranty or other inducement to it to enter into this agreement except for the representations or warranties expressly set out in this clause 11; and
 - (ii) it is not entering into this agreement in reliance on, and it may not rely on, any forecast, budget, estimate, projection, statement of opinion, statement of intention or any other warranty, representation or other statement made or purporting to be made by or on behalf of any other party,

and to the maximum extent permitted by law, all terms and conditions that may be implied by law in any jurisdiction and which are not expressly set out in this agreement are excluded (and to the extent that any terms and conditions of this type cannot be excluded then it irrevocably waives all rights and remedies that it may have in relation to, and releases the other party and each of its Representatives from any liability in respect of, any terms and conditions of this type).

11.6 Status of representations and warranties

Each representation and warranty in this clause 11:

- (a) is severable;
- (b) will survive the termination of this agreement; and
- (c) is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this agreement.

11.7 Notifications

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance which constitutes or may constitute a breach or any of the representations or warranties given by it under this clause 11.

11.8 Limitation on claims

No person may make any claim in respect of a breach of clauses 11.1 or 11.3 after the date which is 1 year after the earlier of the date this agreement is terminated in accordance with clause 14 and the Implementation Date.

11.9 Timing of representations and warranties

Each representation and warranty made or given under this clause 11 is given:

- (a) at the date of this agreement and at 5:00pm on the Business Day before the Second Court Date; or
- (b) where expressed to be given at a particular time, at that time.

12. Confidentiality and communications

12.1 Confidentiality Agreement

- (a) Each party acknowledges and agrees that it continues to be bound by and in accordance with the terms of the Confidentiality Agreement after the date of this agreement (including in respect of all information received by it from the other party on, before or after the date of this agreement).
- (b) The parties acknowledge and agree that the terms of this agreement will prevail over the terms of the Confidentiality Agreement to the extent of any inconsistency.

12.2 Survival of obligations

The rights and obligations of the parties under the Confidentiality Agreement survive termination of this agreement.

12.3 Disclosure on termination of agreement

The parties agree that, if this agreement is terminated under clauses 3.7, 13 or 14, any party may disclose the fact that this agreement has been terminated, where such disclosure is required by the relevant Listing Rules, by a Regulatory Authority or is otherwise in the reasonable opinion of that party required to ensure that the market in its securities is properly informed.

13. Court proceedings

13.1 Appeal process

If the Court refuses to make orders convening the Scheme Meeting or approving the Scheme, DMPC and DBF must appeal the Court's decision to the fullest extent possible except to the extent that:

- (a) the parties agree otherwise; or
- (b) an independent senior counsel appointed by both parties advises that, in their opinion, an appeal would likely have less than a 50% prospect of success before the End Date,

in which case either party may terminate this agreement by written notice to the other party. If the parties cannot agree on the appointment of an independent senior counsel for the purposes of clause 13.1(b) within 3 Business Days of the Court's refusal to make orders, the independent senior counsel will be appointed by the chairperson or other senior office bearer for the time being of the New South Wales Chapter of the Resolution Institute or a delegate of such person, on the application of any party.

13.2 Defence of proceedings

- (a) Each of DMPC and DBF must vigorously defend, or must cause to be vigorously defended, any lawsuits or other legal proceeding brought against it (or any of its Subsidiaries) by a Third Party challenging this agreement or the completion of the Transaction.
- (b) Neither DMPC nor DBF will settle or compromise (or permit any of its Subsidiaries to settle or compromise) any claim brought by a Third Party in connection with this agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

13.3 Costs

Any costs incurred as a result of the operation of this clause 13 will be borne equally by DMPC and DBF.

14. Termination

14.1 Limited termination rights

This agreement may only be terminated in accordance with clause 3.7, clause 13.1 and clause 14.2 or if the parties agree in writing to terminate this agreement.

14.2 Termination after Termination Event

This agreement may be terminated if a termination event described in clause 14.3 occurs:

- (a) if one party is specified in the second column of the table in clause 14.3 opposite the termination event, by that party providing written notice to the other party at any time before 8:00am on the Second Court Date;
- (b) if more than one party is specified in the second column of the table in clause 14.3 opposite the termination event, by either of those parties providing written notice to the other party at any time before 8:00am on the Second Court Date,

provided that a party (**Terminating Party**) may only terminate this agreement in reliance on the termination event in items (a) or (b) of the table in clause 14.3, if:

- (c) that Terminating Party:
- (i) acting reasonably and in good faith and after consultation to the extent practicable with each other party, has determined that its commercial interests have been, or are likely to be, affected in any material respect by the relevant event; and
 - (ii) has first given the other parties written notice of the occurrence of the termination event, including relevant details of the facts, matters and circumstances giving rise to the termination event; and
- (d) if capable of remedy, the termination event has not been remedied by the earlier of 5 Business Days from the date on which the notice in paragraph 14.2(c)(ii) was given and 8:00pm on the date one Business Day before the Second Court Date.

14.3 Termination Events

Termination event	Who may terminate
(a) DMPC is in material breach (taken in the context of the Transaction as a whole) of clauses 4.2, 4.5, 6, 7, 8 or 11.3 of this agreement (including the DMPC Warranties), except to the extent that breach was caused by DBF or clause 14.3(f) applies.	DBF
(b) DBF is in material breach (taken in the context of the Transaction as a whole) of clauses 4.3, 4.4, 5, 7 or 11.1 of this agreement (including the DBF Warranties), except to the extent that breach was caused by DMPC.	DMPC
(c) At any time prior to 8.00 am on the Second Court Date the DMPC Board has determined, in accordance with clause 8.4 and after completion of the processes specified in clause 8.5 and clause 8.6, that an Alternative DMPC Proposal (that was not directly or indirectly brought about, or facilitated by, any breach of clauses 8.2 or 8.3) is a Superior Proposal.	DMPC
(d) Condition 3.1(o) (<i>Court approval of the Scheme and Schemes (Others)</i>) becomes incapable of being satisfied as a result of the termination of scheme implementation agreements in respect of Schemes (Others).	DBF or DMPC
(e) The Scheme has not become Effective by the End Date, except where the failure of the Scheme to become Effective by the End Date is due to the failure of the party seeking to terminate this agreement to	DBF or DMPC

Termination event	Who may terminate
perform its obligations under this agreement.	

- (f) Notwithstanding anything else in this clause 14.3, DBF is not entitled to terminate this agreement solely by reason of (or a termination event arising solely as a result of) a Common Director failing to make a DMPC Recommendation or DMPC Voting Intention, or doing anything inconsistent with their DMPC Recommendation or DMPC Voting Intention (including withdrawing, changing or in any way qualifying their DMPC Recommendation or DMPC Voting Intention), which, in all cases, is solely due to that director being a Common Director. For these purposes **Common Director** means a person who is a director of DMPC and DBF.

14.4 Effect of termination

If this agreement is terminated:

- (a) the provisions of this agreement shall cease to have effect except for the provisions of clauses 1, 9, 11.7, 12, 14.4, and 15 to 17 (inclusive), 18.1 to 18.5 (inclusive), 18.7 to 18.11 (inclusive) and 19 which will survive termination; and
- (b) each party retains the rights it has against the other in respect of any breach of this agreement occurring before termination,

and in all other respects, all future obligations of the parties under this agreement will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme or Transaction.

15. Notices

15.1 How Notice to be given

Each communication (including each notice, consent, approval, waiver, request and demand) (**Notice**) under or in connection with this agreement:

- (a) must be given to a party:
- (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post or email; and
- (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 15.1):

DBF

Name: Duxton Farms Ltd
Attention: Company Secretary
Address (for hand delivery or delivery by courier or post): 7 Pomona Road, Stirling, South Australia 5152
Email: companysecretary@duxtanam.com, with a copy to cu.strawman@claytonutz.com

DMPC

Name: Duxton Orchards Pty Ltd
Attention: Strawman Board Sub-committee

Address (for hand delivery or delivery by courier or post): Duxton Capital (Australia) Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152
 Email: bgoodin@me.com, with a copy to projectstrawman@addisons.com

- (b) must be in legible writing and in English;
- (c) must be signed by the party giving the Notice (**Sending Party**) or by a person duly authorised by the Sending Party; and
- (d) (in the case of email) must:
 - (i) clearly indicate that the email is a Notice under or in connection with this agreement;
 - (ii) state the name of the Sending Party and be sent by the Sending Party or a person duly authorised by the Sending Party; and
 - (iii) if the email contains attachments, ensure the attachments are in a format the receiving party can download, open and view at no additional cost,

and Notices sent by email are taken to be signed by the Sending Party.

15.2 When Notice taken to be received

Without limiting the ability of a party to prove that a Notice has been given and received at an earlier time, each Notice under or in connection with this agreement is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in a different country) on the fourth Business Day after the date of posting; and
- (d) (in the case of email) on the earlier of:
 - (i) the time sent (as recorded by the device or service from which the sender sent the email) unless, within 4 hours of sending the email, the sender receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the Notice will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the Notice is delivered or sent;
 - (ii) the Notice is returned unclaimed; or

- (iii) (in the case of email) the email or any attachment is opened by the recipient;
- (f) if the Notice specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the Notice; and
- (g) if the Notice would otherwise be taken to be received on a day that is not a working day or after 5:00pm on any day, it is taken to be received at 9:00am on the next working day (meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the Notice is delivered or sent).

15.3 Notices sent by more than one method of communication

If a Notice delivered or sent under this clause 15 is delivered or sent by more than one method, the Notice is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 15.2.

16. GST

16.1 Interpretation

- (a) Except where the context suggests otherwise, and subject to clause 16.1(b), terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (b) "Input tax credit" has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* and a reference to an input tax credit entitlement of an entity includes an input tax credit for an acquisition made by that entity but to which another member of the same GST group is entitled.
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (d) Any consideration for a supply that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to that supply for the purpose of this clause.

16.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

16.3 GST payable

- (a) If GST is payable in relation to a taxable supply made under or in connection with this agreement then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must, subject to clause 16.3(c) pay an additional amount to the Supplier equal to the amount of that GST at the same times as other consideration is to be provided for that supply.
- (b) No payment of any amount pursuant to clause 16.3(a) is required until the Supplier has provided a valid tax invoice to the Recipient.
- (c) Where additional amounts are payable between parties to this agreement pursuant to clause 16.3(a), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to

provide the tax invoice referred to in clause 16.3(b) no later than the time at which any consideration is to be first provided for that supply.

- (d) If the GST payable in relation to a supply made under or in connection with this agreement varies from the additional amount paid by the Recipient under clause 16.3(a) then the Supplier must promptly issue an adjustment note to the Recipient and will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 16.3(a).

17. Entire agreement

The Transaction Documents and the Confidentiality Agreement constitute the entire agreement between the parties in relation to their subject matter and supersede all previous agreements and understandings between the parties in relation to their subject matter.

18. General

18.1 Amendments

This agreement may only be varied by a document signed by or on behalf of each party.

18.2 Assignment

A party may not assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

18.3 Consents

Unless this agreement expressly provides otherwise, a consent under this agreement may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

18.4 Costs

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing each Transaction Document.

18.5 Counterparts

This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement, and all together constitute one agreement.

18.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this agreement.

18.7 Remedies and limitation of liability

- (a) Notwithstanding any other provision of this agreement:
- (i) the maximum aggregate liability of DMPC to DBF under or in connection with this agreement including in respect of any breach of this agreement is an amount equal to the DMPC Break Fee, and in no event will the

aggregate liability of DMPC under or in connection with this agreement exceed the value of the DMPC Break Fee, except to the extent such liability arises out of fraud, dishonesty or wilful or intentional breach of this agreement by DMPC; and

- (ii) the maximum aggregate liability of DBF to DMPC under or in connection with this agreement including in respect of any breach of this agreement is an amount equal to A\$258,927 and in no event will the aggregate liability of DBF under or in connection with this agreement exceed A\$258,927, except to the extent such liability arises out of fraud, dishonesty or wilful or intentional breach of this agreement by DBF.

- (b) The parties acknowledge that damages may not be a sufficient remedy for breach of this agreement. Specific performance, injunctive relief, or any other remedies which would otherwise be available in equity or in law are available as a remedy for a breach or threatened breach of this agreement by any party, notwithstanding the ability of any party to terminate this agreement or seek damages for such a breach or threatened breach.

18.8 No merger

A party's rights and obligations do not merge on completion of any transaction under this agreement.

18.9 Severance

If any provision or part of a provision of this agreement is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of violability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

18.10 Stamp duties

DBF must pay all stamp duties and any related fines and penalties in respect of this agreement, the performance of this agreement and each transaction effected by or made under this agreement and is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause.

18.11 Invalidity and enforceability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 18.11(a) does not apply where enforcement of the provision of this agreement in accordance with clause 18.11(a) would materially affect the nature or effect of the parties' obligations under this agreement.

18.12 Variation

A variation of any terms of this agreement must be in writing and signed by the parties.

18.13 Waivers

Without limiting any other provision of this agreement, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or

enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement;

- (b) a waiver given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this agreement operates as a waiver of another breach of that term or of a breach of any other term of this agreement.

18.14 Exercise of rights

- (a) Unless expressly required by the terms of this agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this agreement.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver or any right, power, authority, decision or remedy, under or in connection with this agreement. Any conditions must be complied with by the party relying on the consent, approval or waiver.

19. Governing law, jurisdiction and service of process

19.1 Governing law

This agreement is governed by the law applying in New South Wales.

19.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 19.2(a).

Schedule 1 Indicative Timetable

Event	Date
Transaction Announcements	Thursday 26 June 2025
Regulator's Scheme Book Draft lodged with ASIC	Late July 2025
Regulator's DBF NOM Draft lodged with ASIC	Late July 2025
First Court Date	Early August 2025
Despatch of Scheme Book and Notice of Meeting	Early August 2025
Scheme Meeting	Early September 2025
DBF Shareholder Meeting	Early September 2025
Second Court Date	Early September 2025
Effective Date	Early September 2025
Scheme Record Date	Early September 2025
Implementation Date	Late September 2025

Schedule 2 Other Transaction Entities

Other Transaction Entity
Duxton Bees Pty Ltd ACN 635 272 070
Duxton Dried Fruits Pty Ltd ACN 620 930 154
Duxton Dairies (Cobram) Pty Ltd ACN 602 459 638

Schedule 3 Scheme Book responsibility statement

This Scheme Book relates to four schemes of arrangement under of Part 5.1 of the Corporations Act (each referred to as a **Scheme**) between a DMPC and its Scheme Shareholders. For the purposes of the Scheme proposed by a DMPC:

DMPC Scheme Book Information

- That DMPC has prepared and takes responsibility for the information included in the Scheme Book for the purposes of its Scheme (excluding DBF Scheme Book Information, Scheme Book information regarding another DMPC and the Independent Expert Report); and
- DBF and the other DMPCs do not assume any responsibility for the accuracy or completeness of that information.

DBF Scheme Book Information

- DBF has prepared and takes responsibility for the DBF Scheme Book Information included in the Scheme Book for the purposes of the Scheme; and
- the DMPCs do not assume any responsibility for the accuracy or completeness of that information.

Scheme Book information regarding another DMPC

- Each other DMPC takes responsibility for the information regarding that other DMPC included in the Scheme Book for the purposes of the Scheme; and
- DBF and the DMPC proposing the Scheme do not assume any responsibility for the accuracy or completeness of that information.

Independent Expert Report

- The Independent Expert has prepared, and is responsible for, the Independent Expert Report; and
- DBF and the DMPCs do not assume any responsibility for the accuracy or completeness of that information except to the extent that entity has provided information in writing to the Independent Expert for the purposes of preparing the Independent Expert Report.

DBF Scheme Book Information is, in summary, information regarding DBF and the Scheme Consideration provided in writing by DBF to DMPC proposing the Scheme for inclusion in the Scheme Book, including information regarding the Merged Group (including pro forma Merged Group financial information and any statement of DBF's intention relating to the Merged Group, the DMPC or an other DMPC following the Effective Date), other than certain information including:

- information regarding DMPCs, and information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to a DMPC (except that any statement of intention relating to the Merged Group or DMPC following the Effective Date will be DBF Scheme Book Information), which information the relevant DMPC takes responsibility for; and
- the Scheme Independent Expert Report (except that information will not be excluded from DBF Scheme Book Information to the extent that DBF provided information to the Scheme Independent Expert for the purposes of preparing the Scheme Independent Expert Report).

Schedule 4 Notice of Meeting responsibility statement

DBF Notice of Meeting Information

- DBF has prepared and takes responsibility for the information included in this Notice of Meeting (excluding DMPC Notice of Meeting Information and the Independent Expert Report); and
- the DMPCs (and their respective Representatives) do not assume any responsibility for the accuracy or completeness of that information.

DMPC Notice of Meeting Information

- Each DMPC has prepared and takes responsibility for its DMPC Notice of Meeting Information included in the Notice of Meeting; and
- DBF (and their respective Representatives) does not assume any responsibility for the accuracy or completeness of that information.

Independent Expert

- The Independent Expert has prepared, and is responsible for, the Independent Expert Report; and
- DBF and the DMPCs (and their respective Representatives) do not assume any responsibility for the accuracy or completeness of that information except to the extent that entity has provided information in writing to the Independent Expert for the purposes of preparing the Independent Expert Report.

DMPC Notice of Meeting Information is, in summary, information regarding a DMPC in the Notice of Meeting, including information (including pro forma information) relating to or forming part of the information about the Merged Group to the extent it relates to DMPC (except that any statement of intention relating to the Merged Group or DMPC following the Effective Date will not be DMPC Notice of Meeting Information), other than certain information including the Independent Expert Report (except that information will not be excluded from DMPC Notice of Meeting Information to the extent that DMPC provided information to the Independent Expert for the purposes of preparing the Independent Expert Report).

Schedule 5 Successful Combination of Entities

Combination #1

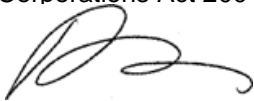
Duxton Dried Fruits Pty Ltd ACN 620 930 154
Duxton Dairies (Cobram) Pty Ltd ACN 602 459 638
Duxton Bees Pty Ltd ACN 635 272 070
Duxton Orchards Pty Ltd ACN 616 154 379

Combination #2

Duxton Dried Fruits Pty Ltd ACN 620 930 154
Duxton Dairies (Cobram) Pty Ltd ACN 602 459 638
Duxton Bees Pty Ltd ACN 635 272 070

Executed as an agreement.


Executed by **Duxton Farms Ltd ACN 129 249 243** in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

RACHEL JANE TRIGGS

Full name of director



Signature of company secretary/director

KATELYN MARIE ADAMS

Full name of company secretary/director

Executed for **Duxton Orchards Pty Ltd ACN 616 154 379** by its attorney under power of attorney dated June 2025 who states that at the date of the execution hereof, the attorney has had no notice of the revocation of that power of attorney, in the presence of:)
)
)
)
)
)

Signature of Witness

Name of Witness

Signature of Attorney

BRETT PETER GOODIN

Full name of Attorney

CLAYTON UTZ

Executed as an agreement.

Executed by Duxton Farms Ltd ACN 129 249 243 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Executed for Duxton Orchards Pty Ltd ACN 616 154 379 by its attorney under power of attorney dated 20 June 2025 who states that at the date of the execution hereof, the attorney has had no notice of the revocation of that power of attorney, in the presence of:))))))

Signed by: Lorene A Goodin 4E5A1253986B4A8...

Signature of Witness

Lorene A Goodin

Name of Witness

Signed by: Brett Peter Goodin AC2EF8CB1C9E4C3...

Signature of Attorney

BRETT PETER GOODIN

Full name of Attorney

Annexure A Scheme

Scheme of arrangement

Pursuant to section 411 of the Corporations Act

Duxton Orchards Pty Ltd ACN 616 154 379
DMPC

The registered holders of fully paid preference shares in the capital of
Duxton Orchards Pty Ltd ACN 616 154 379 as at the Scheme Record Date

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 722/22069/81041949

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Scheme of arrangement made under section 411 of the Corporations Act 2001 (Cth)

Date

Parties

Duxton Orchards Pty Ltd ACN 616 154 379 of Duxton Capital (Australia) Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152 (**DMPC**)

The registered holders of fully paid preference shares in the capital of DMPC as at the Scheme Record Date.

Background

- A. DMPC is a company limited by shares incorporated in the state of South Australia.
- B. Duxton Farms Ltd ACN 129 249 243 (**DBF**) is a public company limited by shares, incorporated in the state of Victoria and is admitted to the official list of the ASX. DBF Shares are quoted for trading on the ASX.
- C. DMPC and DBF have entered into the Scheme Implementation Agreement pursuant to which, amongst other things, DMPC has agreed to propose this Scheme to DMPC Preference Shareholders, and each of DMPC and DBF have agreed to take certain steps to give effect to the Scheme.
- D. If the Scheme becomes Effective, then:
- all the Scheme Shares will be transferred to DBF and the Scheme Consideration will be provided to the Scheme Shareholders in accordance with the provisions of the Scheme; and
 - DMPC will enter the name and address of DBF in the DMPC Preference Share Register as the holder of the Scheme Shares.
- E. DBF has entered into the Deed Poll for the purpose of covenanting in favour of Scheme Shareholders to perform the obligations contemplated of it under the Scheme.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this document, unless the contrary intention appears or the context requires otherwise:

ADI means authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney and Adelaide.

Cash Consideration means the cash amount calculated in accordance with clause 4.2(b)(i) for each Scheme Share held by a Scheme Shareholder who makes a valid Election.

Condition means each condition to this Scheme set out in clause 2.1.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court, New South Wales Registry, or such other court of competent jurisdiction as DMPC and DBF agree in writing.

DBF Constitution means the constitution of DBF.

DBF Registry means Computershare Limited ACN 005 485 825.

DBF Share means a fully paid ordinary share in the capital of DBF.

DBF Share Issue Price means \$1.25.

DBF Share Register means the register of members of DBF maintained by or on behalf of DBF in accordance with section 168(1) of the Corporations Act.

Deed Poll means the deed poll to be executed by DBF in favour of the Scheme Shareholders (subject to any amendments permitted by its terms) substantially in the form set out in Annexure B of the Scheme Implementation Agreement or as otherwise agreed by DMPC and DBF in writing.

Default Scrip Consideration has the meaning given to it in clause 4.1.

DMPC Preference Share Register means the register of members of DMPC maintained by or on behalf of DMPC in accordance with section 168(1) of the Corporations Act.

DMPC Preference Shareholder means a person who is registered in the DMPC Preference Share Register as a holder of DMPC Preference Shares.

DMPC Preference Shares means fully paid preference shares in the capital of DMPC.

Effective means, when used in relation to this Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

Election has the meaning given in clause 4.2(a).

Election Form means the form of election under which a Scheme Shareholder (other than an Ineligible Foreign Shareholder) is offered the opportunity to make an Election.

Election Percentage means, if a Scheme Shareholder makes an Election, the percentage recorded by the Scheme Shareholder in their Election Form (representing the percentage of their Election Scheme Consideration that they wish to receive as Cash Consideration provided that such percentage must not exceed 20%), subject to the terms and conditions of this Scheme.

Election Scheme Consideration has the meaning given to it in clause 4.1.

Election Scrip Consideration has the meaning given in clause 4.2(b)(ii).

Election Time means 7.00 pm on the date which is 5 Business Days prior to the Scheme Meeting, or such other date as agreed in writing between DBF and DMPC.

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, pledge, lien, encumbrance, security interest, title retention,

preferential right, trust arrangement or contractual right of set-off, whether registered or unregistered, including any Security Interest.

End Date means the later to occur of:

- (a) 31 December 2025; and
- (b) such other date agreed in writing between DBF and DMPC.

Escrow Deed means an escrow deed between an Escrowed Shareholder and DBF containing the terms and conditions set out in Schedule 2 and including details of the Escrowed Shareholder and its Escrowed Shares and other appropriate matters necessary to complete that deed, or as otherwise agreed by DMPC for and on behalf of an Escrowed Shareholder who is a Scheme Shareholder and DBF or as required by ASIC.

Escrowed Shareholders for the purposes of the Scheme means Scheme Shareholders who are issued Escrowed Shares.

Escrowed Shares means the New DBF Shares issued to:

- (a) Scheme Shareholders who are issued, in aggregate, 200,000 or more DBF Shares pursuant to the Scheme and Schemes (Others), subject to clause 6.2; and
- (b) Scheme Shareholders:
 - (i) who are or have been directors of DMPC or DBF;
 - (ii) in respect of whose Scheme Shares a person referred to in paragraph (i) has or had a Relevant Interest;
 - (iii) that are trustees of a discretionary trust in respect of which a person referred to in paragraph (i) was, is or is entitled to be a beneficiary; or
 - (iv) that are trustees of a trust in respect of whose Scheme Shares a person referred to in paragraph (i), has or had a Relevant interest,

at any time since the date of the Scheme Implementation Agreement, as determined by the Company, acting reasonably.

FIRB means Australia's Foreign Investment Review Board.

Implementation Date means the date which is 5 Business Days after the Scheme Record Date or such other date as DMPC and DBF agree in writing.

Ineligible Foreign Shareholder means a Scheme Shareholder whose address shown in the DMPC Preference Share Register on the Scheme Record Date is a place outside Australia and its external territories and to whom DBF (acting reasonably and after obtaining written advice from its legal advisers) determines it would be unlawful or unduly onerous or impracticable to issue New DBF Shares when the Scheme becomes Effective.

Listing Rules means the official listing rules of the ASX.

New DBF Share means a fully paid ordinary share in DBF to be provided to Scheme Shareholders under this Scheme.

Other Transaction Entities means each of the parties listed in Schedule 1, each being an **Other Transaction Entity** and where the context permits, each of their relevant subsidiaries.

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

Proceeding Schemes has the meaning given in clause 2.1(c).

Registered Address means, in relation to a DMPC Preference Shareholder, the address shown in the DMPC Preference Share Register as at the Scheme Record Date.

Regulatory Authority means:

- (a) any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange,

and includes ASX, ASIC and FIRB.

Sale Agent means the sale agent appointed under clause 5.3 of the Scheme Implementation Agreement to sell the New DBF Shares that are to be issued under clause 4.12(a) of this Scheme.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act between DMPC and Scheme Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by DBF and DMPC in writing (each acting reasonably).

Scheme Book means the explanatory memorandum to be prepared pursuant to section 412 of the Corporations Act by:

- (a) DMPC in respect of the Scheme in accordance with the terms of this document; and
- (b) the Other Transaction Entities in respect of the Schemes (Others) in accordance with the scheme implementation agreements between each of those entities and DBF.

Scheme Consideration means the consideration specified in clause 4.1(a) to be provided to each Scheme Shareholder for the transfer of each Scheme Share.

Scheme Implementation Agreement means the scheme implementation agreement dated 26 June 2025 between DMPC and DBF under which, amongst other things, DMPC has agreed to propose the Scheme to Scheme Shareholders, and each of DBF and DMPC has agreed to take certain steps to give effect to the Scheme.

Scheme Meeting means the meeting of DMPC Preference Shareholders ordered by the Court in relation to the Scheme to be convened under section 411(1) of the Corporations Act.

Scheme Record Date means 5.00 pm (Sydney time) on the date which is two Business Days after the Effective Date or such other time and date agreed in writing between DBF and DMPC.

Scheme Share means a DMPC Preference Share as at the Scheme Record Date.

Scheme Share Price means the implied price per Scheme Share of \$0.05.

Scheme Shareholder means a person who holds DMPC Preference Shares as at the Scheme Record Date.

Scheme Transfer means a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in

favour of DBF as transferee, which may be a master transfer of all or part of the Scheme Shares.

Schemes (Others) means the schemes of arrangement under Part 5.1 of the Corporations Act between each Other Transaction Entity and their scheme shareholders.

Scrip Consideration means, subject to clause 4.1, such number of New DBF Shares for each Scheme Share held by a Scheme Shareholder equal to:

- (a) the Default Scrip Consideration; or
- (b) the Election Scrip Consideration.

Second Court Date means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Successful Combination of Entities means a combination of entities set out in Schedule 5 to the Scheme Implementation Agreement.

Unclaimed Money Act means the *Unclaimed Money Act* 1995 (NSW).

1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons (including by way of more than one person being included in a defined term) binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust, in each case whether or not comprising a separate legal entity;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
- (e) a reference to a document (including this Scheme) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or any part of it includes its delegated legislation, regulations and other instruments under it, and any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Scheme, and a reference to this Scheme includes all schedules, exhibits, attachments and annexures to it;

- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) if anything is required to be done under this Scheme on or by a day that is not a Business Day, it must be done on or by the next Business Day;
- (k) a reference to a time is to that time in Sydney, Australia;
- (l) "includes" in any form is not a word of limitation; and
- (m) "\$" or "dollar" refers to Australian currency.

1.3 Business Day

Except where otherwise expressly provided, where under this document the day on which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing shall be done on the immediately preceding Business Day.

1.4 Listing rules are law

A Listing Rule or business rule of a financial market or securities exchange will be regarded as a law for the purposes of this Scheme.

2. Conditions Precedent

2.1 Conditions to the Scheme

This Scheme is conditional upon, and will have no force or effect (and will not become Effective) unless and until each of the following Conditions is satisfied:

- (a) as at 8.00 am on the Second Court Date each of the conditions set out in clause 3.1 of the Scheme Implementation Agreement (other than the condition relating to the approval of the Court set out in clause 3.1(o) of the Scheme Implementation Agreement) have been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement;
- (b) as at 8.00 am on the Second Court Date, neither the Scheme Implementation Agreement nor the Deed Poll has been terminated in accordance with their terms;
- (c) the Court has approved this Scheme and Schemes (Others):
 - (i) in each case in accordance with 411(4)(b) of the Corporations Act and including with such alterations or other conditions made or required by the Court under subsection 411(6) of the Corporations Act that are, to the extent in respect of the Scheme, agreed by DMPC and DBF in writing (each acting reasonably); and
 - (ii) in respect of a Successful Combination of Entities (including DMPC),
(Proceeding Schemes);
- (d) the conditions (if any) referred to in clause 2.1(c)(i) in relation to the Proceeding Schemes are satisfied, or waived:
 - (i) in the case of this Scheme, by agreement between DBF and DMPC in writing (each acting reasonably); and
 - (ii) in the case of Schemes (Others), by agreement between DBF and each relevant Other Transaction Entity in writing in accordance with the respective Scheme (Other); and

- (e) the orders of the Court made under paragraph 411(4)(b) of the Corporations Act (and if applicable, subsection 411(6) of the Corporations Act) approving Proceedings Schemes, coming into effect pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date DBF and DMPC agree in writing).

2.2 Certificates in relation to Conditions Precedent

- (a) DMPC and DBF will provide to the Court on the Second Court Date a certificate (or such other evidence as the Court may request) confirming (in respect of matters within their knowledge) whether or not as at 8.00 am on the Second Court Date the Conditions in clauses 2.1(a) and 2.1(b) have been satisfied or waived.
- (b) The certificates referred to in clause 2.2(a) constitute conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

2.3 End Date

Without limiting any rights under the Scheme Implementation Agreement, this Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Agreement or the Deed Poll is terminated in accordance with its terms,

unless DMPC and DBF otherwise agree in writing (and, if required, as approved by the Court).

3. Implementation of this Scheme

3.1 Lodgement of Court orders with ASIC

DMPC must obtain an office copy of the Court order approving this Scheme in accordance with section 411(10) of the Corporations Act as soon as possible after the satisfaction of the Conditions in clause 2.1(c) and 2.1(d), and lodge it with ASIC before 5.00 pm on the date it is received (or such other later date as DBF and DMPC agree in writing).

3.2 Consequences of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) in consideration for the transfer of each Scheme Share to DBF, DBF will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll;
- (b) all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to DBF; and
- (c) DMPC will enter the name of DBF in the DMPC Preference Share Register in respect of all the Scheme Shares.

3.3 Transfer of Scheme Shares

- (a) On the Implementation Date, subject to the provision of the Scheme Consideration in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b) all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to DBF, without the need for any further act by any Scheme Shareholder (other than acts performed by

DMPC or its directors as attorney or agent for Scheme Shareholders under clause 7.5), by:

- (i) DMPC delivering to DBF a duly completed Scheme Transfer to transfer all of the Scheme Shares to DBF, executed on behalf of Scheme Shareholders by DMPC as their agent and attorney, for registration; and
 - (ii) DBF duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to DMPC for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 3.3(a)(ii), but subject to the stamping of the Scheme Transfer (if required), DMPC must enter, or procure the entry of, the name and address of DBF in the DMPC Preference Share Register in respect of all the Scheme Shares transferred to DBF in accordance with this Scheme.

4. Scheme Consideration

4.1 Provision of Scheme Consideration

- (a) Subject to clause 4.6 and the Scheme becoming Effective, the Scheme Consideration in respect of each Scheme Share is:
- (i) 0.043 New DBF Shares for each Scheme Share (**Default Scrip Consideration**); or
 - (ii) the number of New DBF Shares and the amount of cash determined pursuant to clause 4.2 for each Scheme Share (**Election Scheme Consideration**).
- (b) Each Scheme Shareholder is entitled to receive Scheme Consideration in respect of all Scheme Shares held by that Scheme Shareholder, subject to the terms and conditions of this Scheme (including, in the case of an Ineligible Foreign Shareholder, in accordance with clause 4.12).

4.2 Election Scheme Consideration

- (a) A Scheme Shareholder, other than an Ineligible Foreign Shareholder, may make an election (**Election**) to receive Election Scheme Consideration subject to the terms and conditions of this Scheme including without limitation clauses 4.2, 4.5, 4.6 and 4.8.
- (b) If a Scheme Shareholder makes a valid Election by the Election Time then the Scheme Shareholder is entitled to receive the Election Scheme Consideration for each Scheme Share held by that Scheme Shareholder calculated in accordance with the following formula:
- (i) **Cash Consideration** as calculated in accordance with the following formula:

$$A = B \times C$$

where:

A = cash amount

B = the Scheme Shareholder's Election Percentage

C = Scheme Share Price

plus:

- (ii) **Election Scrip Consideration** as calculated in accordance with the following formula:

$$N = \frac{(100\% - B) \times C}{D}$$

where:

N = number of New DBF Shares to be issued to a Scheme Shareholder as Scrip Consideration

B = the Scheme Shareholder's Election Percentage

C = Scheme Share Price

D = DBF Share Issue Price,

- (c) Subject to clauses 4.2(f), 4.2(j) and 4.2(k), for an Election to be valid:
- (i) the Scheme Shareholder must not be an Ineligible Foreign Shareholder;
 - (ii) the Scheme Shareholder's Election Percentage must not exceed 20% of a Scheme Shareholder's Scheme Shares held by that Scheme Shareholder as at the Scheme Record Date;
 - (iii) the Scheme Shareholder must complete and sign the Election Form in accordance with the instructions in the Scheme Book and on the Election Form; and
 - (iv) the Election Form must be received by DMPC or a representative of DMPC before the Election Time at the address specified in the Scheme Book and on the Election Form.
- (d) An Election made by a Scheme Shareholder pursuant to clause 4.2(a), whether valid or not, will be irrevocable unless DBF in its absolute discretion agrees to the revocation of the Election.
- (e) If by the Election Time:
- (i) a valid Election is not made by a Scheme Shareholder; or
 - (ii) no Election is made by a Scheme Shareholder,
- then the Scheme Consideration to be provided to that Scheme Shareholder will be Default Scrip Consideration for all Scheme Shares held by that Scheme Shareholder.
- (f) Notwithstanding any other clause in this document or in the Scheme Implementation Agreement, if DBF receives professional advice that DBF is or would be liable to pay an amount to the Commissioner of Taxation under section 14-200 of Schedule 1 to *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Scheme Shares from a Scheme Shareholder, DBF may, in its sole discretion:
- (i) amend that Scheme Shareholder's Election (including the Election Percentage), with that amended Election being deemed to have been validly made by that Scheme Shareholder for the purposes of this document and the Scheme Implementation Agreement; or

- (ii) deem a Scheme Shareholder to have made a valid Election and deem the Election Percentage for the purposes of that Election,

in a manner such that the Cash Consideration payable to that Scheme Shareholder will be of a sufficient amount so that DBF can withhold an amount of such Cash Consideration to fully satisfy the amount which DBF is liable to pay to the Commissioner of Taxation under section 14-200 of Schedule 1 to *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Scheme Shares from that Scheme Shareholder.

- (g) Subject to clause 4.2(h), notwithstanding each Election will be made at or prior to the Election Time, each Election (or deemed election under clause 4.2(e)) will be made on the basis it will apply to all of the Scheme Shares held by a Scheme Shareholder as at the Scheme Record Date, and (subject to any amendments to a Scheme Shareholder's Election under clause 4.2(f)) a Scheme Shareholder only being entitled to make one Election in relation to a particular holding.
- (h) In the manner considered appropriate by DBF (acting reasonably), a Scheme Shareholder who holds one or more parcels of DMPC Preference Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections in relation to each of those parcels of DMPC Preference Shares (subject to providing to DBF any substantiating information it reasonably requires), and if it does so will be treated as a separate Scheme Shareholder in respect of each such parcel in respect of which a separate Election is made.
- (i) Subject to clauses 4.2(j) and 4.2(k), an Election Form will not be valid unless it is completed and received in accordance with the procedures set out in clause 4.2(c).
- (j) DBF will determine, in its sole discretion, all questions as to the correct completion of an Election Form, and time of receipt of an Election Form. DBF is not required to communicate with any Scheme Shareholder prior to making this determination. The determination of DBF will be final and binding on the Scheme Shareholder.
- (k) Notwithstanding clauses 4.2(b) and 4.2(h), DBF may, in its sole discretion, at any time and without further communication to the Scheme Shareholder, deem an Election Form it receives from a Scheme Shareholder to be a valid Election in respect of the relevant Scheme Shares, even if a requirement for a valid Election has not been complied with and may settle as it thinks fit any difficulty, matter of interpretation or dispute arising in connection with the validity of an Election. Without limiting the foregoing, DBF may (but is not required to) deem an Election by a Scheme Shareholder in respect of which the Scheme Shareholder's Election Percentage exceeded, or purported to exceed the amount referred to in clause 4.2(c)(ii), to be an Election for a number of Scheme Shares which does not exceed that amount in respect of the Scheme Shareholder.
- (l) DMPC must ensure that, to the extent reasonably practicable, persons who acquire DMPC Preference Shares after the date of the dispatch of the Scheme Book and up until Election Time are sent Election Forms upon those persons requesting one from DMPC.
- (m) In order to facilitate the issue of the Election Scheme Consideration and enable DBF to determine whether it should exercise its discretion as referred to in clause 4.2(f), DMPC must provide, or procure the provision of, to DBF:
 - (i) reasonable written updates of the Elections that have been received from DMPC Preference Shareholders up to the Election Time; and
 - (ii) written details of any final Elections made by a Scheme Shareholder, on the Business Day after the Election Time, including the name and address of each Scheme Shareholder who has made an Election by the Election Time and the amount of cash that DBF must pay to DMPC for

and on behalf of that Scheme Shareholder in accordance with the Scheme Shareholder's Election.

- (n) The parties agree that the terms and conditions that will be stated on the Election Form will include the following:
- (i) Ineligible Foreign Shareholders may not make an Election and that any purported Election by such persons will be of no effect. Clause 4.12 will apply to any DMPC Preference Shareholder who makes an Election but who qualifies as an Ineligible Foreign Shareholder;
 - (ii) if a DMPC Preference Shareholder does not make a valid Election by the Election Time, that DMPC Preference Shareholder will receive the Default Scrip Consideration in respect of the Scheme Shares held by that DMPC Preference Shareholder (subject to clause 4.2(f));
 - (iii) DMPC Preference Shareholders who make a valid Election by the Election Time agree to, from the Implementation Date, become a member of DBF and be bound by:
 - A. the terms of the DBF Constitution; and
 - B. in the case of an Escrowed Shareholder, an Escrow Deed'
 - (iv) DMPC Preference Shareholders who make an Election by the Election Time must provide, before the Election Time, the information and documents described in the Election Form as being required by DMPC or DBF; and
 - (v) an Election under which the Scheme Shareholder's Election Percentage exceeds 20% of a Scheme Shareholder's Scheme Shares held by that Scheme Shareholder as at the Scheme Record Date is not a valid Election subject to clause 4.2(k).

4.3 Provision of Election Scheme Consideration

- (a) If a Scheme Shareholder makes a valid Election by the Election Time, the Scheme Shareholder will be entitled to receive the Election Scheme Consideration in accordance with their Election:
 - (i) in respect of Cash Consideration, as described in clauses 4.3(b) to 4.3(d); and
 - (ii) in respect of New DBF Shares, as described in 4.3(e),
 subject to the terms of this Scheme.
- (b) DBF must, and DMPC must use its best endeavours to procure that DBF does, by no later than two Business Days before the Implementation Date, deposit, or procure the deposit of, in cleared funds, an amount equal to the aggregate of all Cash Consideration payable to all Scheme Shareholders who have made a valid Election in accordance with the terms of this Scheme into an Australian dollar denominated trust account with an ADI operated by or on behalf of DMPC on behalf of the Scheme Shareholders, (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to DBF's account).
- (c) On the Implementation Date, subject to funds having been deposited in accordance with clause 4.3(b), DMPC must pay or procure the payment of the aggregate Cash Consideration, to each Scheme Shareholder who makes or is deemed to make a valid Election (or otherwise validly elects or is deemed to have validly elected) to

receive Cash Consideration in respect of a portion of that Scheme Shareholder's Scheme Shares, as is due to that Scheme Shareholder as Cash Consideration in accordance with clause 4.2.

- (d) The obligations of DMPC under clause 4.3(c) will be satisfied by DMPC:
 - (i) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to DMPC;
 - (ii) other than in respect of a Scheme Shareholder with a Registered Address in New Zealand, dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 4.5); or
 - (iii) in respect of a Scheme Shareholder that has a Registered Address in New Zealand that has not nominated an account in accordance with clause 4.3(d)(i), holding in the account referred to in clause 4.3(b) the amount payable to the relevant Scheme Shareholder under the Scheme from the Implementation Date until the Scheme Shareholder claims the amount or the amount is dealt with under the Unclaimed Money Act, and DMPC must maintain records of these amounts, the people who are entitled to the amount and any transfers of such amounts.
- (e) DBF will, subject to the terms and conditions of this Scheme:
 - (i) on or before the Implementation Date, issue each Scheme Shareholder with the number of New DBF Shares as that Scheme Shareholder is entitled under clause 4 (taking into account all valid Elections made in accordance with clause 4.2) and procure that the name and address of each Scheme Shareholder is entered in the DBF Share Register in respect of those New DBF Shares; and
 - (ii) procure that on or before the date that is 5 Business Days after the Implementation Date, a share certificate and a holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder (as recorded in the DMPC Preference Share Register as at the Scheme Record Date) representing the number of New DBF Shares issued to the Scheme Shareholder pursuant to this Scheme.
- (f) To the extent that, following satisfaction of DMPC's obligations under clause 4.3(c), there is a surplus in the amount held by DMPC as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus must be paid by DMPC to DBF.

4.4 Provision of Default Scrip Consideration

- (a) If a DMPC Preference Shareholder does not make a valid Election by the Election Time, that DMPC Preference Shareholder will receive Default Scrip Consideration for all the Scheme Shares held by them (subject to clause 4.2(f)).
- (b) In respect of each DMPC Preference Shareholder referred to in clause 4.4(a), DBF will, subject to the terms and conditions of this Scheme:
 - (i) on or before the Implementation Date, issue each Scheme Shareholder with the number of New DBF Shares as that Scheme Shareholder is

entitled under clause 4 and procure that the name and address of each Scheme Shareholder is entered in the DBF Share Register in respect of those New DBF Shares; and

- (ii) procure that on or before the date that is 5 Business Days after the Implementation Date, a share certificate and a holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder (as recorded in the DMPC Preference Share Register as at the Scheme Record Date) representing the number of New DBF Shares issued to the Scheme Shareholder pursuant to this Scheme.

4.5 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 4.3(d), any Cash Consideration payable in respect of those Scheme Shares is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of DMPC, the holder whose name appears first in the DMPC Preference Share Register as at the Scheme Record Date or to the joint holders;
- (b) the New DBF Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders; and
- (c) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of DMPC (or, in the case of clause 4.3(e)(ii) or 4.4(b)(ii), DBF), the holder whose name appears first in the DMPC Preference Share Register as at the Scheme Record Date or to the joint holders.

4.6 Fractional entitlements

- (a) Where the calculation of the Cash Consideration payable, or number of New DBF Shares to be issued, to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent or a fraction of a New DBF Share, then the entitlement of that Scheme Shareholder must be:
 - (i) where the entitlement is to half a cent or half a New DBF Share or more, rounded up to the nearest cent or whole number of New DBF Shares, as applicable; and
 - (ii) where the entitlement is to less than half a cent or half a New DBF Share, rounded down to the nearest whole cent or whole number of New DBF Shares, as applicable.
- (b) If DBF or DMPC is of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of DMPC Preference Shares which results in a fractional entitlement to Cash Consideration or New DBF Shares have, before the Scheme Record Date, been party to a shareholding splitting or division or an acquisition of Scheme Shares in an attempt to obtain, or which provides, an advantage by reference to the rounding provided for in the calculation of each Scheme Shareholders' entitlement to the Scheme Consideration, DBF may direct DMPC to, and DMPC may, give notice to those Scheme Shareholders:
 - (i) setting out the names and Registered Addresses of all of those Scheme Shareholders;
 - (ii) stating that opinion; and
 - (iii) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice will, for the purposes of this Scheme, be taken to hold all those DMPC Preference Shares and each of the other Scheme Shareholders whose names are not set out in the notice will, for the purposes of this Scheme, be taken to hold no DMPC Preference Shares.

4.7 Unclaimed monies

- (a) DMPC may cancel a cheque issued under this clause 4 if the cheque:
 - (i) is returned to DMPC; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to DMPC (which request may not be made until the date which is 20 Business Days after the Implementation Date), DMPC must reissue a cheque that was previously cancelled under this clause 4.7.
- (c) The Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes 'unclaimed money' as defined in sections 7 and 8 of the Unclaimed Money Act.
- (d) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of DBF.

4.8 Orders of a court of Government Agency

If written notice is given to DMPC, DBF (or the DBF Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by DMPC in accordance with this clause 4, then DMPC shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents DMPC from providing consideration to any particular Scheme Shareholder in accordance with this clause 4, or the payment or issuance of such consideration is otherwise prohibited by applicable law, DMPC shall be entitled to (as applicable):
 - (i) retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration; and
 - (ii) direct DBF not to issue, or to issue to a trustee or nominee, such number of New DBF Shares as that Scheme Shareholder would otherwise be entitled to under clause 4.3(e) or 4.4,

until such time as provision of the Scheme Consideration in accordance with this clause 4 is permitted by that (or another) order or direction or otherwise by law.

4.9 Status of New DBF Shares

Subject to this Scheme becoming Effective, DBF must:

- (a) issue the New DBF Shares required to be issued by it under this Scheme on terms such that each New DBF Share will:

- (i) rank equally in all respects with all other DBF Shares on issue; and
 - (ii) be entitled to participate in and receive any dividends or distributions of capital paid and any other entitlements in respect of DBF Shares on and from Implementation Date;
- (b) ensure that each New DBF Share issued as Scheme Consideration is duly and validly issued in accordance with all applicable laws and the DBF Constitution, fully paid and, to the extent within the control of DBF, free from any Encumbrance (except as arising under the DBF Constitution); and
- (c) use reasonable endeavours to ensure that the New DBF Shares issued as Scheme Consideration will be listed for quotation on the official list of the ASX with effect from the first Business Day following the Implementation Date (or such later date as ASX may require).

4.10 DBF undertakings in relation to Scheme Consideration

Subject to the terms of this Scheme, DBF undertakes and warrants to DMPC (in DMPC's own right and separately as trustee for each of the Scheme Shareholders) that, in consideration of the transfer to DBF of each Scheme Share held by a Scheme Shareholder under the terms of this Scheme, on the Implementation Date, DBF will:

- (a) accept the transfer;
- (b) provide, or procure the provision to, each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with:
 - (i) clause 4.2, subject to any Election made by that Scheme Shareholder as contemplated by clause 4.2;
 - (ii) clauses 4.3 and 4.4; and
 - (iii) the terms of this Scheme; and
- (c) on the Implementation Date:
 - (i) pay, or procure the payment of, an amount in cleared funds to the account nominated by DMPC pursuant to clause 4.3 equal to the aggregate of all Cash Consideration payable to Scheme Shareholders under the Scheme (taking into account all valid Elections made by the Election Time and the terms of this document); and
 - (ii) procure the issue of New DBF Shares to Scheme Shareholders under the Scheme (taking into account all valid Elections made by the Election Time and the terms of this document),

in each cash in accordance with the terms of this Scheme and the Deed Poll.

4.11 Withholding

If DBF determines, having regard to legal or other professional advice, that DBF is either:

- (a) required by law to:
 - (i) withhold any amount from a payment to a Scheme Shareholder; or
 - (ii) not issue a security (or any securities) to a Scheme Shareholder; or

- (b) liable to pay an amount to the Commissioner of Taxation under section 14-200 of Schedule 1 to *Taxation Administration Act 1953* (Cth) (amount required to be paid for CGT non-resident withholding) in respect of the acquisition of Scheme Shares from a Scheme Shareholder,

DBF is entitled to:

- (c) withhold the relevant amount before making the payment to the Scheme Shareholder; or
- (d) not issue the relevant security (or securities) to the Scheme Shareholder until permitted to do so,

(any payment of the reduced amount or issue of the reduced number of securities shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 4.1).

DBF must pay an amount (or issue any security) so withheld to the relevant taxation authority within the time permitted by law, and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of such payment (or issue of any security) to the relevant Scheme Shareholder.

4.12 Ineligible Foreign Shareholders

- (a) DBF will be under no obligation to issue any New DBF Shares under this Scheme to any Ineligible Foreign Shareholder and instead:
 - (i) subject to clauses 4.6 and 4.8, DBF must, on or before the Implementation Date, issue the New DBF Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under this Scheme to the Sale Agent;
 - (ii) DBF must procure that as soon as reasonably practicable on or after the Implementation Date, the Sale Agent, in consultation with DBF, sells or procures the sale of all the New DBF Shares issued to the Sale Agent and remits to DMPC the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**);
 - (iii) promptly after receiving the Proceeds in respect of the sale of all of the New DBF Shares referred to in clause 4.12(a)(i), DMPC must pay, or procure the payment of, to each Ineligible Foreign Shareholder, the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$A = (B/C) \times D$$

where

B = the number of New DBF Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which were issued to the Sale Agent;

C = the total number of New DBF Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which were issued to the Sale Agent; and

D = the Proceeds.

- (iv) The Ineligible Foreign Shareholders acknowledge that none of DBF, DMPC or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New DBF Shares described in clause 4.12(a).
- (v) DMPC must make, or procure the making of, payments to Ineligible Foreign Shareholders under clause 4.12(a) by either (in the absolute discretion of DMPC, and despite any authority referred to in clause 4.12(a)(v)A made or given by the Scheme Shareholder):
 - A. paying or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Ineligible Foreign Shareholder by an appropriate authority from the Ineligible Foreign Shareholder to DMPC; or
 - B. dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Ineligible Foreign Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 4.5).
- (vi) Each Ineligible Foreign Shareholder appoints DMPC as its agent to receive on its behalf any financial services guide (or similar or equivalent document) or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders under the Corporations Act or any other applicable law.
- (vii) Payment of the amount 'A' calculated in accordance with clause 4.12(a) to an Ineligible Foreign Shareholder in accordance with clause 4.5(c) satisfies in full the Ineligible Foreign Shareholder's right to Scheme Consideration.

5. Dealings in DMPC Preference Shares

5.1 Determination of Scheme Shareholders

- (a) To establish the identity of the Scheme Shareholders, dealings in DMPC Preference Shares or other alterations to the DMPC Preference Share Register will only be recognised if registrable transfers or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the DMPC Preference Share Register is kept.
- (b) DMPC must not accept for registration, nor recognise for any purpose (except a transfer to DBF pursuant to this Scheme and any subsequent transfer by DBF or its successors in title), any transfer or transmission application or other request received after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form, as appropriate.

5.2 DMPC Preference Share Register

- (a) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and DMPC shall be entitled to disregard any such disposal.

- (b) For the purpose of determining entitlements to the Scheme Consideration, DMPC must maintain the DMPC Preference Share Register in accordance with the provision of this clause 5.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The DMPC Preference Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (c) DMPC must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 5.1 before the Scheme Record Date.
- (d) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, DMPC will ensure the details of the names, Registered Addresses and holdings of DMPC Preference Shares for each Scheme Shareholder as shown in the DMPC Preference Share Register are available to DBF in the form DBF reasonably requires.
- (e) Without limiting DMPC's obligations under clause 5.2(d), DMPC must provide, or procure the provision of, to DBF, such other information as DBF may reasonably require in connection with the provision of the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme.
- (f) Each Scheme Shareholder agrees that the information referred to in clause 5.2(e) may be disclosed to DBF, the DBF Registry and DBF's advisers and other service providers to the extent necessary to effect this Scheme.

6. Dealings in Escrowed Shares

6.1 Escrow terms

Scheme Shareholders who are or become Escrowed Shareholders are deemed to have agreed as a fundamental condition of this Scheme and consent to the terms and conditions in Schedule 2 and to an Escrow Deed executed on their behalf by DMPC pursuant to the authority granted by them under clause 7.5(b) in relation to their Escrow Shares.

6.2 Qualified Small Beneficial Holder Shares

- (a) In this clause **Small Beneficial Holder Shares** are DBF Shares issued by DBF pursuant to the Scheme or Scheme (Others) to a licensed trustee, nominee or custodian (**Relevant Holder**) that are, upon issue, held on bare trust for a person who would have been issued less than 200,000 DBF Shares in their name pursuant to the Scheme or Scheme (Others), if that person were issued those DBF Shares (together with any other DBF Shares issued to another professional nominee or custodian on bare trust for the person) in their name.
- (b) A New DBF Share issued by the Company to a Relevant Holder pursuant to the Scheme will not be an Escrowed Share if DBF, absent manifest error, has confirmed, in writing to the Relevant Holder prior to the Implementation Date following written request by the Relevant Holder, that it is satisfied that the Share is a Small Beneficial Holder Share. In considering any such request, DBF may, within 5 Business Days of receiving such a request, require such documentation be provided as DBF determines appropriate, including documentation in relation to the holding, confirmations that the nature of the holding will remain unchanged prior to the Implementation Date and legal advice confirming that the Share will be a Small Beneficial Holder Share, to which it will give due regard if provided to it within a reasonable time before the Implementation Date.
- (c) Within 5 Business Days of the later of the date it receives:

- (i) the Relevant Holder's request for DBF to make a determination regarding whether New DBF Shares are Small Beneficial Holder Shares; and

- (ii) all the information (if any) DBF requests,

in accordance with clause 6.1(b), DBF must provide its written response to the Relevant Holder's request.

- (d) Nothing in this clause affects the status, as Escrowed Shares, of DBF Shares issued to the Relevant Holder under the Scheme (or cause an Escrowed Shareholder to cease to be an Escrowed Shareholder in respect of New DBF Shares) which are not exempted from being Escrowed Shares pursuant to this clause.

7. General Scheme provisions

7.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) DMPC may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which DBF has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which DMPC has consented to.

7.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
 - (i) agrees to the transfer of their DMPC Preference Shares together with all rights and entitlements attaching to those DMPC Preference Shares in accordance with this Scheme;
 - (ii) agrees that the payment of the Scheme Consideration in accordance with clause 4 shall constitute full satisfaction of that Scheme Shareholder's entitlements under the Scheme;
 - (iii) agrees to the variation, cancellation or modification of the rights attached to their DMPC Preference Shares constituted by or resulting from this Scheme;
 - (iv) subject to provision of the Scheme Consideration in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b), agrees to, on the direction of DBF, destroy any share certificates relating to their DMPC Preference Shares;
 - (v) that is issued New DBF Shares agrees to become a member of DBF and to be bound by the terms of the DBF Constitution; and
 - (vi) acknowledges and agrees that this Scheme binds DMPC and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder to whom New DBF Shares are to be issued in accordance with this Scheme that are to be Escrowed Shares agrees to be bound by clause 6 and the terms of the Escrow Deed.

- (c) Each Scheme Shareholder is taken to have warranted to DMPC and DBF on the Implementation Date, and appointed and authorised DMPC as its attorney and agent to warrant to DBF on the Implementation Date, that:
 - (i) all their Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme will, at the date of transfer, be fully paid and free from any Encumbrance;
 - (ii) they have full power and capacity to transfer their Scheme Shares to DBF together with any rights and entitlements attaching to those shares; and
 - (iii) they have no existing right to be issued any DMPC Preference Shares or options or performance rights, convertible notes or any other securities in respect of DMPC Preference Shares.
- (d) DMPC undertakes that it will provide such warranty in clause 7.2(b) to DBF as agent and attorney of each Scheme Shareholder.

7.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to DBF will, at the time of transfer to DBF, vest in DBF free from any Encumbrances, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b) DBF will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by DMPC of DBF in the DMPC Preference Share Register as the holder of the Scheme Shares.

7.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b), and until DMPC registers DBF as the holder of all Scheme Shares in the DMPC Preference Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed DBF as attorney and agent (and directed DBF in each such capacity) to appoint any director, officer, secretary or agent nominated by DBF as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 7.5(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as DBF reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 7.5(a), DBF and any director, officer, secretary or agent nominated by DBF under clause 7.5(a) may act in the best interests of DBF as the intended registered holder of the Scheme Shares.

7.5 Authority given to DMPC

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints DMPC and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against DBF, and DMPC undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against DBF on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints DMPC and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing:
 - (i) the Scheme Transfer; and
 - (ii) any deed or other document required by DBF (including the Escrow Deeds), that causes each Scheme Shareholder to become a shareholder of DBF and to be bound by:
 - A. the DBF Constitution; and
 - B. in the case of an Escrowed Shareholder, an Escrow Deed,

and DMPC accepts each such appointment. DMPC as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 7.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

7.6 Instructions and Elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Shareholder to DMPC that are binding or deemed binding between the Scheme Shareholder and DMPC relating to DMPC or DMPC Preference Shares, including instructions, notifications or elections relating to:

- (a) whether dividends are to be paid by cheque or into a specific bank account;
- (b) payments of dividends on DMPC Preference Shares; and
- (c) notices or other communications from DMPC (including by email),

will be deemed from the Implementation Date (except to the extent determined otherwise by DBF in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to DBF and to be a binding instruction, notification or election to, and accepted by, DBF in respect of the New DBF Shares issued for the benefit of that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to DBF at its registry.

7.7 Binding effect of the Scheme

This Scheme binds DMPC and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of DMPC.

8. General provisions

8.1 Stamp duty

DBF must:

- (a) pay all duty, if applicable (including applicable stamp duties and any fines and penalties with respect to any such duty) in respect of this Scheme, the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.1(a).

8.2 Consent

Each of the Scheme Shareholders consents to DMPC doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme and the transactions contemplated by it, whether on behalf of the Scheme Shareholders, DMPC or otherwise.

8.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to DMPC, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at DMPC's registered office.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a DMPC Preference Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

8.4 Inconsistencies

This Scheme binds DMPC and all DMPC Preference Shareholders, and to the extent of any inconsistency, overrides the constitution of DMPC.

8.5 Further assurance

DMPC must do all things and execute all documents (whether on its own behalf or on behalf of each Scheme Shareholder) necessary as may be necessary or expedient to give full effect to this Scheme and the transactions contemplated by it.

8.6 No liability when acting in good faith

Each Scheme Shareholder agrees that neither DMPC nor DBF, nor any of their respective directors, officers, secretaries or employees shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

8.7 Governing Law

This Scheme is governed by the law applying in New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings in connection with the Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

Schedule 1 Other Transaction Entities

Other Transaction Entity
Duxton Bees Pty Ltd ACN 635 272 070
Duxton Dried Fruits Pty Ltd ACN 620 930 154
Duxton Dairies (Cobram) Pty Ltd ACN 602 459 638

Schedule 2 Escrow terms and conditions

Escrow Deed

over shares in	Duxton Farms Limited Company
issued to	[Name of holder of Escrow Shares to be inserted] Holder
as consideration for the transfer of shares in	Duxton Orchards Pty Ltd ACN 616 154 379 DMPC

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Our reference 13530/22069/81041949

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Escrow Deed – Holder Version

Date	The date specified on the cover page to this deed
Parties	Duxton Farms Ltd ACN 129 249 243 of 7 Pomona Road, Stirling, SA 5152 (Company) Holder means the person whose name is set out in the cover page to this deed (Holder)

Background

The Holder undertakes to the Company to hold the Escrow Shares pursuant and subject to the terms of this deed.

Operative provisions

1. Definitions and interpretation

1.1 General definitions

In this deed:

Address means:

- (a) in respect of the Company, the address of the Company specified above, (addressed to the attention of "Company Secretary"); and
- (b) in respect of the Holder, the address of the Holder held by the Share Registry or held in the corporate records of DMPC as at the Commencement Time.

Affiliate Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common Control with the Holder.

Affiliates of a person are the members of a group of body corporates which includes the person, where each member is either:

- (a) a wholly-owned subsidiary of the person;
- (b) a body corporate in respect of which the person is a wholly-owned subsidiary; or
- (c) a wholly-owned subsidiary of a body corporate mentioned in paragraph (a) or (b).

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a day in Sydney on which:

- (a) ASX is open for trading in securities; and

- (b) banks are open for general banking business.

Commencement Time means the time that the Holder is issued Shares pursuant to the Scheme.

Control means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to control another person if it holds, directly or indirectly, together with other persons it controls, the beneficial interest in more than 50% of the total voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

Corporations Act means the Corporations Act 2001 (Cth).

Deal means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over;
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (e) agree to do any of those things,

and **Dealing** has a corresponding meaning.

DMPC has the meaning given in the cover page to this deed.

Escrow Shares means the Shares issued to the Holder by the Company pursuant to the Scheme.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in the settlement rules of ASX Settlement.

Scheme means a scheme of arrangement as defined in the Scheme Implementation Agreement.

Scheme Implementation Agreement means the scheme implementation agreement between DMPC and the Company in relation to the acquisition of shares in DMPC by the Company.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation or encumbrance, including any agreement to grant or create any of the above.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of shareholders from time to time.

Trading Day has the meaning given in the ASX Listing Rules.

1.2 Further definitions: Escrow Shares and escrow periods

In this deed:

<p>Tranche 1 Escrow Shares means one third of the Escrow Shares</p> <p>(rounded up or down to the closest whole number, if required)</p>	<p>First Escrow Period means the period commencing on the Commencement Time and ending on the earlier of 4.15pm on:</p> <ul style="list-style-type: none"> the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the half year ended 31 December 2025; or the date which is 6 months after the day of the Commencement Time.
<p>Tranche 2 Escrow Shares means one third of the Escrow Shares</p> <p>(rounded up or down to the closest whole number, if required).</p>	<p>Second Escrow Period means the period commencing on the Commencement Time and ending on the earlier of 4.15pm on:</p> <ul style="list-style-type: none"> the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the year ended 30 June 2026; or the date which is 12 months after the day of the Commencement Time.
<p>Tranche 3 Escrow Shares means one third of the Escrow Shares</p> <p>(rounded: up to the closest whole number if Tranche 1 and 2 were rounded down; and down to the closest whole number if Tranche 1 and 2 were rounded up)</p>	<p>Third Escrow Period means the period commencing on the Commencement Time and ending on the earlier 4.15pm on:</p> <ul style="list-style-type: none"> the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the period ending 31 December 2026; or the date which is 18 months after the day of the Commencement Time.

1.3 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons (including by way of more than one person being included in a defined term) binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust, in each case whether or not comprising a separate legal entity;

- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or any part of it includes its delegated legislation, regulations and other instruments under it, and any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) if anything is required to be done under this deed on or by a day that is not a Business Day, it must be done on or by the next Business Day;
- (k) a reference to a time is to that time in Sydney (unless otherwise indicated)
- (l) "includes" in any form is not a word of limitation; and
- (m) "\$" or "dollar" refers to Australian currency.

1.4 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow

2.1 Holder restrictions

The Holder agrees that it will not:

- (a) Deal with;

- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right,

in respect of,

- (d) the Tranche 1 Escrow Shares, during the First Escrow Period;
- (e) the Tranche 2 Escrow Shares, during the Second Escrow Period; and
- (f) the Tranche 3 Escrow Shares, during the Third Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) the Escrow Shares have or will be registered on the Issuer Sponsored Subregister;
- (b) the Company has or will apply a Holding Lock on the Escrow Shares and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) in respect of the Tranche 1 Escrow Shares, before 9:00am on the Trading Day after the end of the First Escrow Period;
 - (ii) in respect of the Tranche 2 Escrow Shares, before 9:00am on the Trading Day after the end of the Second Escrow Period;
 - (iii) the Tranche 3 Escrow Shares, before 9:00am on the Trading Day after the end of the Third Escrow Period; and
 - (iv) otherwise to the extent necessary to permit disposals of the Escrow Shares permitted by this deed,

including by notifying ASX that the relevant Escrow Shares may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A.

2.3 Notice by Holder

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 2.1 has occurred, or is likely to occur; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

2.4 Dividends and voting rights

The terms of this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Escrow Shares or to exercise voting rights in respect of the Escrow Shares.

2.5 Takeovers, mergers and reorganisations

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer by a third party for all or a proportion of the Shares (**Takeover Offer**), provided that:
 - (i) subject to clause 2.5(a)(ii), holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to an escrow deed have accepted the Takeover Offer (or will have accepted the Takeover Offer if the Holder accepts the Takeover Offer); and
 - (ii) the Takeover Offer is unconditional (or would become unconditional if accepted by the Holder) or all conditions to the Takeover Offer have been satisfied or waived;
- (b) the Escrow Shares to be transferred or cancelled as part of an equal Share buyback, capital reduction or equal return of capital or other similar pro rata reorganisation, a merger, including by way of scheme of arrangement or an acquisition of all Shares, which has in any case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts in accordance with applicable laws;
- (c) the Holder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Offer, provided that holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to an escrow deed have either accepted the Takeover Offer or tendered (and not withdrawn) their Shares into the bid acceptance facility (or will have done so if the Holder tenders any of the Escrow Shares into a bid acceptance facility); or
- (d) any other such event having an effect similar to the foregoing and relating to the Escrow Shares,

provided that, if for any reason any or all of the Escrow Shares are not transferred or cancelled in a transaction contemplated by clauses 2.5(a) to 2.5(d) then the Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clauses 2.1 and 2.2) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrow Shares not so transferred or cancelled.

2.6 Reorganisation

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares to enable the Holder to undertake a reorganisation (which may involve some or all of the Escrow Shares and include substituting a professional nominee or transferring legal title to the existing beneficial holder), subject to:

- (a) the prior consent of the Company in writing; and
- (b) any new holder of the Escrow Shares (or such other person required by the Company) agreeing to be bound by a deed in substantially the same terms as this deed as agreed by the Company.

2.7 Other exceptions

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares:

- (a) to the extent required by applicable law, including pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares to be disposed of or a Security Interest granted over them;

- (b) in the case of a Holder who is a natural person, the death, serious disability or permanent incapacity through ill health of the Holder (as resolved by the Board, acting reasonably);
- (c) a transfer (in one or more transactions) of any or all Escrow Shares to an Affiliate or Affiliate Fund of the Holder, provided such Affiliate or Affiliate Fund transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this deed for the remainder of the escrow periods in this deed;
- (d) the grant of a Security Interest over any or all of the Escrow Shares to a bona fide third party financial institution as security for a loan, hedge or other financial accommodation, provided that the Security Interest does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Escrow Shares and no Escrow Shares may be transferred to the financial institution in connection with the Security Interest, and provided that the terms of this deed apply to the Escrow Shares for the remainder of the escrow periods in this deed as reflected in the documentation granting such a Security Interest; or
- (e) if the Dealing in Escrow Shares constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Escrow Shares to:
 - (i) a company wholly-owned by the Holder; or
 - (ii) a trust in relation to which the Holder and/or any relative of the Holder are the only beneficiaries;

(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this deed for the remainder of the escrow periods in this deed.

3. Warranties and acknowledgement

3.1 Giving of warranties

Each of the warranties and representations in this clause 3 is given by the Holder in favour of the Company.

- (a) as at the date of this deed, unless a later date is specified in clause 3.2; and
- (b) from the applicable date under clause 3.1(a), at all times until expiry of the escrow periods in this deed.

The warranties and representations in this clause 3 are given in respect of Escrow Shares while subject to the provisions in this deed and survive termination of this deed.

3.2 Holder warranties and representations

The Holder warrants and represents the following:

- (a) prior to the Commencement Time it has not done, or omitted to do, any act which has or would result in a Dealing in Escrow Shares prior to the Commencement Time or which will take effect in respect of an Escrow Share while subject to the provisions of this deed;
- (b) it has full power and authority to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**)); and

- (c) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.

4. Consequences of breaching this deed

- (a) If the Holder breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Escrow Shares which relate to that breach or prospective breach.
- (b) The parties acknowledge that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.

5. Capacity of Holder

5.1 Holder

If a Holder has entered into this deed as a Trustee as defined in clause 3.2(b):

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 5.1 but subject to clause 5.1(c), that Holder enters into this deed only in its capacity as Trustee of the Trust as defined in clause 3.2(b) and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability;
- (b) subject to clause 5.1(c) a party to this deed may not sue that Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to that Holder of a receiver (except in relation to property of the Trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 5.1 will not apply to any obligation or liability of that Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination of, that Holder's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's fraud or breach of trust.

6. Notices and other communications

6.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified or

referred to in the cover page to this deed or, if the recipient has notified otherwise, then marked for attention in the way last notified.

6.2 Delivery

They must be:

- (a) left at the party's Address;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the party's Address;
- (c) sent by email to the email address included in the party's Address (if any); or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number or email address, then the communication must be to that address or number.

6.3 When effective

They take effect from the time they are received unless a later time is specified.

6.4 Receipt – post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

6.5 Receipt – fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

6.6 Receipt – email

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 6, 24 hours after the email was sent.

7. General provisions

7.1 Discretion in exercising rights

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

7.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

7.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

7.4 Variation and waiver

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

7.5 Amendment

Unless this deed expressly states otherwise, this deed may only be amended by a document signed by each party.

7.6 Further assurances

The Holder undertakes to, and to procure that all persons under their respective control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

7.7 Survival

The representations, warranties and indemnities given by a party under this deed will not merger or be extinguished on implementation of the Scheme.

7.8 Assignment, novation and other dealings

Neither the Holder may transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other party.

7.9 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

7.10 Governing law

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

7.11 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

7.12 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

7.13 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and the Company, or between the Holder and any other person the provision of this deed prevails.

7.14 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

7.15 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder, his or her personal representatives and any trustee, receiver or other person lawfully acting on its behalf.

7.16 Fractional calculation

If any calculation required to be undertaken under this deed results in a fractional number of Shares, the fractional number will be rounded up to the nearest whole number of Shares, as the case may be.

Executed as a deed.

Executed by Duxton Farms Ltd ACN 129 249 243 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Signed, sealed and delivered for and on behalf of **[Insert name of Holder]** by its attorney under a power of attorney conferred under the Scheme in the presence of:

Signature of witness who confirms that this document was signed in the witness' presence or signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act (NSW)

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of witness

Full name of attorney

Annexure B Deed Poll

Deed poll dated

By Duxton Farms Ltd ACN 129 249 243 of 7 Pomona Road, Stirling, South Australia 5152 (**DBF**)

In favour of Each person registered as a holder of fully paid preference shares in the capital of Duxton Orchards Pty Ltd ACN 616 154 379 (**DMPC**) in the DMPC Preference Share Register as at the Scheme Record Date (**Scheme Shareholders**)

Background

- A. DMPC and DBF have entered into the Scheme Implementation Agreement, pursuant to which, amongst other things, DBF:
- (a) is to provide or procure the provision of the Scheme Consideration to each Scheme Shareholder and acquire all Scheme Shares held by Scheme Shareholders under the Scheme; and
 - (b) agreed to enter into this deed poll.
- B. DBF is making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform the actions and obligations attributed to it under the Scheme.

It is declared as follows

2. Definitions and interpretation

2.1 Definitions

Unless the context requires otherwise, in this deed poll:

First Court Date means the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between DMPC and the Scheme Shareholders, substantially in the form attached to the Scheme Implementation Agreement, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by DBF and DMPC in writing.

Scheme Implementation Agreement means the Scheme Implementation Agreement between DMPC and DBF, dated 26 June 2025 (as amended) relating to the implementation of the Scheme.

2.2 Terms defined in the Scheme

Capitalised words and phrases used but not defined in this deed poll have the meaning given to them in the Scheme, unless the context requires otherwise.

2.3 Interpretation

The provisions of clauses 1.2, 1.3 and 1.4 of the Scheme form part of this deed poll as if set out in full in this deed poll, except that references to "Scheme" in those clauses will be taken to be references to "deed poll".

2.4 Nature of this deed poll

DBF acknowledges and agrees that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints DMPC and each of its directors, secretaries and officers (jointly and each of them severally) as its agent and attorney to enforce this deed poll against DBF.

3. Conditions to obligations

3.1 Conditions

This deed poll and the obligations of DBF under this deed poll are subject to this Scheme and the Scheme (Others) in respect of a Successful Combination of Entities (including DMPC) becoming Effective.

3.2 Termination

The obligations of DBF under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Agreement is terminated in accordance with its terms; or
 - (b) the Scheme has not become Effective on or before the End Date,
- unless DMPC and DBF otherwise agree in writing (and, if required, as approved by the Court).

3.3 Consequences of termination

If this deed poll terminates under clause 3.2, in addition to and without prejudice to any other rights, powers or remedies available to it:

- (a) DBF is released from its obligations to further perform this deed poll except those obligations under clause 8.5; and
- (b) each Scheme Shareholder retains the rights they have against DBF in respect of any breach of this deed poll which occurs before it was terminated.

4. Scheme obligations

4.1 Undertaking to provide Scheme Consideration

Subject to clause 3, DBF undertakes in favour of each Scheme Shareholder to:

- (a) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder in accordance with the terms of the Scheme by:

- (i) in relation to the Cash Consideration, by no later than two Business Days before the Implementation Date, depositing, or procuring the depositing of, in clear funds, an amount equal to the aggregate of all Cash Consideration payable to all Scheme Shareholders (reduced, as applicable, by any amounts withheld under clause 4.11 of the Scheme) who have made a valid Election (or Election deemed to be valid) in accordance with the terms of the Scheme into an Australian dollar denominated trust account with an ADI operated by DMPC on behalf of the Scheme Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to DBF's account); and
- (ii) in relation to the Scrip Consideration, on or before Implementation Date, issuing or procuring the issue to, each Scheme Shareholder the number of New DBF Shares as that Scheme Shareholder is entitled under the Scheme (reduced, as applicable, by any amounts withheld under clause 4.11 of the Scheme) , taking into account all valid Elections made in accordance with the Scheme; and
- (b) undertake or procure the undertaking of all other actions, and give each acknowledgement, representation and warranty (if any) attributed to it under the Scheme,

in each case, subject to and in accordance with the terms of the Scheme. In connection with any withholding under clause 4.11 of the Scheme, any payment of the reduced amount or issue of the reduced number of securities shall be taken to be full payment of the relevant amount for the purposes of the Scheme.

4.2 Status of New DBF Shares

DBF covenants in favour of each Scheme Shareholder that the New DBF Shares which are issued to each Scheme Shareholder in accordance with the Scheme will:

- (a) be duly issued, fully paid and free from any Encumbrances and any other third party rights (except as arising under the DBF Constitution); and
- (b) rank equally with all existing DBF Shares on issue and will have the rights attaching to them as set out in the DBF Constitution.

5. Warranties

DBF represents and warrants in favour of each Scheme Shareholder, in respect of itself, that:

- (a) it is a company properly incorporated and validly existing under the laws of its place of incorporation;
- (b) it has the legal right and full corporate power to execute, deliver and enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll constitutes (or will when executed constitute) valid legal and binding obligations on it and is enforceable against it in accordance with its terms; and

- (e) this deed poll does not conflict with or result in a breach of or default under any provision of the DBF Constitution, or any writ, order or injunction, judgement, law, rule or regulation to which it is a party or subject or by which it is bound.

6. Continuing obligations

This deed poll is irrevocable and, subject to clause 3, remains in full force and effect, until the earlier of:

- (a) the time at which DBF has fully performed its obligations under this deed poll; and
- (b) the termination of this deed poll under clause 3.

7. Notices

7.1 How notice is to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed poll:

- (a) must be given to a party:
- (i) by hand delivery, courier service, prepaid express post or email; and
- (ii) using the address or other details for the party set out in the below table (or as otherwise notified by that party to each other party from time to time under this clause 7):

Party name	Attention	Address	Email address
DMPC	Strawman Board Sub-committee With a copy to Addisons: Daniel Goldberg and Li- Jean Chew	Duxton Capital (Australia) Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152 With a copy to Addisons: Level 10, 2 Park Street, Sydney NSW 2000	bgoodin@me.com With a copy to Addisons: projectstrawman@addisons.com
DBF	Company secretary With a copy to Clayton Utz: Stuart Byrne, Jonathan Algar and Tessa Murray	7 Pomona Road, Stirling, SA 5152 With a copy to Clayton Utz: Level 15, 1 Bligh Street, Sydney NSW 2000	companysecretary@duxtonam.com With a copy to Clayton Utz: cu.strawman@claytonutz.com

- (b) must be in legible writing and in English;
- (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (d) (in the case of email) must:
- (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this deed poll; and

- (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

7.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;
 - (ii) the communication is returned unclaimed; and
 - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

7.3 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 7 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 7.2.

8. General

8.1 Amendments

This deed poll may only be amended by another deed poll entered into by DBF in favour of the Scheme Shareholders, and then only:

- (a) if before the First Court Date, if the amendment is agreed to by DMPC in writing; and
- (b) if on or after the First Court Date, if the amendment is agreed to by DMPC in writing and the Court indicates that the amendment would not preclude approval of the Scheme.

8.2 Assignment

- (a) The rights of each Scheme Shareholder under this deed poll are personal and cannot be assigned, novated, transferred or otherwise dealt with without the prior written consent of the DBF.
- (b) Any purported assignment, novation, transfer or other dealing in contravention of clause 8.2(a) of this deed poll is invalid.

8.3 Cumulative rights

The rights, powers and remedies of the DBF and each Scheme Shareholder under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by the law independently of this deed poll.

8.4 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed poll by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.
- (b) A waiver or consent given by a party under this deed poll is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed poll operates as a waiver of another breach of that term or of a breach of any other term of this deed poll.

8.5 Stamp duty

DBF must pay:

- (a) all duty, if applicable (including applicable stamp duties and any fines and penalties with respect to any such duty) in respect of this Scheme, this deed poll, the performance of this deed poll and each transaction effected by or made under or in connection with the Scheme and this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability from a failure to comply with clause 8.5(a).

8.6 Further assurances

DBF must, at its own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

8.7 Counterparts

This deed poll maybe executed in counterparts, all of which taken together constitute one document.

9. Governing law and jurisdiction

9.1 Governing law

This deed poll is governed by the law applying in New South Wales, Australia.

9.2 Jurisdiction

DBF irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed poll; and
- (b) waives any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.2(a).

Executed and delivered as a deed poll.

Executed by Duxton Farms Ltd ACN 129 249 243 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

Annexure C Ordinary Share SPA

Share purchase deed

Duxton Capital Investments Pty Ltd ACN 637 749 921
Seller

Duxton Farms Ltd ACN 129 249 243
Buyer

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 13530/22069/81041949

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Share purchase deed

Date

Parties

Duxton Capital Investments Pty Ltd ACN 637 749 921 of 'Duxton House', 7 Pomona Road, Stirling SA 5152 (**Seller**)

Duxton Farms Ltd ACN 129 249 243 of 7 Pomona Road, Stirling SA 5152 (**Buyer**)

Background

- A. The Buyer proposes that it will acquire all of the issued capital in DMPC as part of the proposed merger of businesses of the Buyer and its subsidiaries and DMPC and its subsidiaries, along with certain other entities.
- B. The Buyer proposes that it will acquire:
 - (a) all of the DMPC Preference Shares by means of a scheme of arrangement under Part 5.1 of the Corporations Act between DMPC and Scheme Shareholders; and
 - (b) all of the Shares by means of this deed between the Buyer and the Seller.
- C. The parties acknowledge and agree that the exchange of all of the DMPC Preference Shares under the Scheme and all of the Shares under this deed is in consequence of a single arrangement that satisfies subsection 124-780(2A) of the *Income Tax Assessment Act 1997* (Cth).
- D. The Seller owns the Shares, being all of the issued fully paid ordinary shares of DMPC.
- E. The Seller wishes to sell the Shares and the Buyer wishes to buy the Shares on the terms and conditions of this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Acceptable Release means in respect of the Shares, documentation evidencing, to the satisfaction of the Buyer, that all Encumbrances over the Shares have been released and discharged or will be released and discharged with effect on and from Completion.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney and Adelaide.

Completion means the completion of the sale and purchase of the Shares in accordance with clause 4.

Completion Date means the date on which Completion occurs, which is the date the Buyer issues the New DBF Shares to Scheme Shareholders and the Buyer acquires the Scheme Shares from the Scheme Shareholders in accordance with the terms of the Scheme.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court, New South Wales Registry, or such other court of competent jurisdiction as the Sellers, DMPC and the Buyer agree in writing.

DMPC means Duxton Orchards Pty Ltd ACN 616 154 379.

DMPC Preference Share means a fully paid preference share in the capital of DMPC.

DMPC Preference Share Register means a register of DMPC Preference Shareholders maintained by or on behalf of DMPC in accordance with section 168(1) of the Corporations Act.

DMPC Preference Shareholder means a person who is registered in the DMPC Preference Share Register as a holder of a DMPC Preference Share.

Effective means, when used in relation to the Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement or contractual right of set-off, whether registered or unregistered, including any Security Interest.

End Date means the later to occur of:

- (a) 31 December 2025; and
- (b) such other date determined by the Buyer and notified in writing by the Buyer to the Seller.

Insolvency Event means in relation to an entity:

- (a) a controller (as defined in section 9 of the Corporations Act), trustee, receiver, or a receiver and manager, being appointed in relation to the entity, or a substantial part, of the property of the entity;
- (b) a liquidator, provisional liquidator, administrator or similar officer of the entity being appointed;
- (c) any application (not withdrawn, dismissed or set aside within 14 days) to a court for an order, an order is made, a meeting is convened or a resolution is passed for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) to (b) (inclusive) of this definition;
 - (ii) winding up, dissolving or deregistering the entity;
 - (iii) proposing or implementing a scheme of arrangement with its creditors or any class of them, or a compromise or other arrangement with its creditors or any class of them;
- (d) the entity being or becoming unable to pay its debts as and when they fall due;

- (e) the entity ceasing, or threatening to cease to, carry on the business that it conducts as at the date of this deed; or
- (f) anything analogous referred to in paragraphs (a) to (e) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law.

New DBF Share means a fully paid ordinary share in the Buyer to be provided to Scheme Shareholders under the Scheme.

Regulatory Authority means:

- (a) any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange,

and includes ASX, ASIC and Australia's Foreign Investment Review Board.

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between DMPC and DMPC Preference Shareholders.

Scheme Implementation Agreement means the scheme implementation agreement between DMPC and the Buyer dated 26 June 2025 for the purposes of implementing the Scheme.

Scheme Record Date means 5:00pm (Sydney time) on the date which is two Business Days after the date when the Scheme becomes Effective or such other time and date agreed in writing between the Buyer and DMPC.

Scheme Share means a DMPC Preference Share as at the Scheme Record Date.

Scheme Shareholder means a person who holds DMPC Preference Shares as at the Scheme Record Date.

Shares means all the fully paid ordinary shares in the capital of DMPC.

Security Interest has the meaning given in sections 12(1) or 12(2) of the Personal Property Securities Act 2009 (Cth).

Transaction Documents means:

- (a) this deed;
- (b) the Scheme; and
- (c) the Scheme Implementation Agreement.

1.2 Reasonable endeavours

Any provision of this deed which requires a party to use all reasonable endeavours to procure that something is performed or occurs or does not occur does not include any obligation:

- (a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority; or

- (b) to commence any legal action or proceeding against any person, except where that provision expressly specifies otherwise.

1.3 Business Day

If the day on which any act to be done under this deed is a day other than a Business Day, that act must be done on the following Business Day except where this deed expressly specifies otherwise.

1.4 Interpretation

In this deed headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a party, clause, schedule, exhibit, attachment, or annexure is a reference to a party, clause, schedule, exhibit, attachment, or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments, and annexures to it;
- (h) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (i) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (j) a reference to **\$** or **dollar** is to Australian currency;
- (k) if a word or phrase is not given a defined meaning in clause 1.1 but is defined in or for the purposes of the Corporations Act, it has the same meaning when used in this deed;
- (l) a reference to a date or time is to that date or time in Sydney, Australia; and
- (m) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Sale and purchase of Shares

2.1 Sale and purchase

On Completion, the Seller must sell and the Buyer must buy the Shares free from all Encumbrances and together with all rights attaching or accruing to the Shares after the date of this deed.

2.2 Nominee shareholdings

If legal title to any of the Shares is held by any third party nominee of the Seller, the Seller must procure that third party to transfer the legal right, title and interest in those Shares to the Buyer.

2.3 Consent and Waiver of pre-emptive rights

The Seller resolves and consents for all purposes to the transactions contemplated by this deed, and waives any restrictions on transfer (including pre-emptive rights, tag along rights, rights of first refusal, minimum notice periods or similar rights) or other rights which may restrict or prevent Completion (or any matter incidental to Completion) that it has or may have or that may arise at any time before Completion in relation to, the transactions contemplated by this deed and any matter incidental to those transactions, including the sale to the Buyer of the Shares held by the Seller, whether under the constitution of DMPC, or otherwise.

2.4 Purchase conditional on implementation of Scheme

The obligation of the Buyer to buy, and the Seller to sell, any Shares under clause 4 is conditional on the Scheme becoming Effective in accordance with the terms of the Scheme.

3. Consideration

No consideration is payable by the Buyer to the Seller for the Shares.

4. Completion

4.1 Time and place for Completion

Completion will take place:

- (a) at the offices of the Buyer; and
- (b) on the date on which the Buyer acquires the Scheme Shares from Scheme Shareholders in accordance with the terms of the Scheme.

4.2 Seller's obligation to effect Completion

Pursuant to clause 4.1, at Completion the Seller will deliver (or cause to be delivered) to the Buyer:

- (a) completed instruments of transfer of the Shares in favour of the Buyer as transferee duly executed by the registered holder as transferor;
- (b) the original share certificates for the Shares, or if any original share certificate is lost or destroyed the Seller undertakes to indemnify the Buyer against all losses, liabilities, charges, damages, claims, demands and expenses that may be suffered or incurred by the Buyer that arise as a consequence of or in connection with the loss, destruction or non-receipt of the original share certificates in respect of the Shares;

- (c) Acceptable Releases in respect of the Shares; and
- (d) a copy of a resolution of the board of directors of DMPC, resolving that:
 - (i) the transfer of all of the Shares in favour of the Buyer be approved for registration subject only to the payment of stamp duty, if any;
 - (ii) the issue of a new share certificate (or share certificates) in the name of the Buyer in respect of all of the Shares and the cancellation of all existing share certificates in respect of all the Shares to be approved; and
 - (iii) the DMPC's members register be updated to reflect the transfer of the Shares.

4.3 Delivery method

Any document or other item specified in clause 4.2 may be delivered to the Buyer in accordance with clause 7.

4.4 Waiver

The Buyer may waive any of the actions required to be performed by the Seller at Completion by written notice to the Seller.

4.5 Notice to complete

If Completion does not occur in accordance with this clause 4 because of the failure of the Seller to satisfy any of its obligations under this clause 4 then the Buyer may give the Seller a notice requiring the Seller to satisfy those obligations within a period of 5 Business Days after the date of the notice and specifying that time is of the essence in relation to that notice.

4.6 Remedies for failure to comply with notice

If the Seller fails to comply with a notice given under clause 4.5, the Buyer may without limiting its other rights or remedies available under this deed or at law:

- (a) immediately terminate this deed, in which case the Seller may seek damages for breach of this deed; or
- (b) seek specific performance of this deed, in which case:
 - (i) if specific performance is obtained the Buyer may also seek damages for breach of this deed; and
 - (ii) if specific performance is not obtained the Buyer may then terminate this deed and may seek damages for breach of this deed.

4.7 Title and risk

Beneficial and legal ownership of and risk in the Shares will pass from the Seller to the Buyer on Completion.

4.8 Authority given to the Buyer

The Seller, without the need for any further act:

- (a) irrevocably appoints the Buyer and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of

executing any document or doing or taking any other act necessary, desirable or expedient to give effect to the Transaction Documents and the transactions contemplated by them; and

- (b) the Buyer accepts each such appointment. The Buyer as attorney and agent of the Seller, may sub-delegate its functions, authorities or powers under this clause 4.8 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

4.9 End Date

This deed will lapse and be of no further force or effect if the Scheme Implementation Agreement is terminated.

5. Representations and warranties

5.1 Representations and warranties by the Buyer

The Buyer represents and warrants to the Seller:

- (a) **(validly existing)** on and from the date of this deed until (and including) the Completion Date the Buyer is a validly existing corporation registered under the laws of its place of incorporation;
- (b) **(deed binding)** this deed is a valid and binding obligation on the Buyer, enforceable in accordance with its terms;
- (c) **(capacity)** it has full power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed.
- (d) **(Insolvency Event)** no Insolvency Event has occurred, or is threatened or reasonably likely to occur, in relation to the Buyer; and
- (e) **(no impediment)** the execution by the Buyer of and performance by the Buyer of its obligations under this deed does not breach any applicable laws.

5.2 Representations and warranties by the Seller

The Seller represents and warrants to the Buyer:

- (a) **(validly existing)** on and from the date of this deed until (and including) the Completion Date the Seller is a validly existing corporation registered under the laws of its place of incorporation;
- (b) **(legal title of Shares)** it has complete and unrestricted power and authority to sell the Shares to the Buyer;
- (c) **(Shares)** all Shares held by it, together with all rights and entitlements attaching to those Shares, which are to be purchased by and transferred to the Buyer in accordance with this deed will, as at the Completion Date, be:
 - (i) fully paid;
 - (ii) free from any Encumbrances and third party rights or interests of any kind; and
 - (iii) free from all restrictions on transfer of any kind;
- (d) **(capacity)** it has full power and capacity to sell and transfer the Shares, together with all rights and entitlements attaching to the Shares, to the Buyer;

- (e) **(third party rights)** there is no option, right of pre-emption, right of first or last refusal or other third party right over any of the Shares as at Completion;
- (f) **(no restriction)** there is no restriction on the transfer of the Shares to the Buyer on the terms of this deed;
- (g) **(deed binding)** this deed is a valid and binding obligation on the Buyer, enforceable in accordance with its terms
- (h) **(Insolvency Event)** no Insolvency Event has occurred, or is threatened or reasonably likely to occur, in relation to it; and
- (i) **(no impediment)** the execution by the Buyer of and performance by the Buyer of its obligations under this deed does not breach any applicable laws.

5.3 Foreign resident capital gains withholding tax

- (a) For the purposes of subsection 14-225(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth), by entering into this document, the Seller declares that, for the period from the time of entry into of this document until Completion, the Seller is and will be an Australian resident for income tax purposes.
- (b) If Completion occurs later than the date that is six months after the date of entry into this document, the Seller must deliver to the Buyer, at least 10 business days before Completion (but no earlier than two months prior to Completion), a further written declaration that the Seller is and will be an Australian resident for income tax purposes for the period beginning from the date of entry into of this document until Completion. If the Seller fails to provide the further declaration (if required by this clause), the Seller indemnifies the Buyer against, and must pay to the Buyer on demand, the amount of any loss it suffers as a result of the Seller failing to provide such further declaration (including any Tax payable by the Buyer under section 14-200 of Schedule 1 to the Taxation *Administration Act* 1953 (Cth)).

5.4 Status of representations and warranties

Each representation and warranty in this clause 5:

- (a) is severable;
- (b) will survive the termination of this deed; and
- (c) is given with the intent that liability thereunder will not be confined to breaches which are discovered prior to the date of termination of this deed.

5.5 Notifications

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance which constitutes or may constitute a breach or any of the representations or warranties given by it under this clause 5.

5.6 Timing of representations and warranties

Each representation and warranty made or given under this clause 5 is given:

- (a) at the date of this deed and immediately prior to Completion; or
- (b) where expressed to be given at a particular time, at that time.

6. Effect of termination

If this deed is terminated in accordance with clause 4.6(a) or lapses in accordance with clause 4.9:

- (a) the provisions of this deed shall cease to have effect except for the provisions of clauses 5.4, and 7 to 9 (inclusive), 10.1 to 10.5 (inclusive), 10.7 to 10.11 (inclusive) and 11 which will survive termination or lapsing of this deed;
- (b) each party retains the rights it has against the other in respect of any breach of this deed occurring before termination or lapse of this deed; and

in all other respects, all future obligations of the parties under this deed will immediately terminate and be of no further force and effect including any further obligations in respect of the Scheme.

7. Notices

7.1 How Notice to be given

Each communication (including each notice, consent, approval, waiver, request and demand) (**Notice**) under or in connection with this deed:

- (a) must be given to a party:
 - (i) using one of the following methods (and no other method) namely, hand delivery, courier service, prepaid express post or email; and
 - (ii) using the address or other details for the party set out below (or as otherwise notified by that party to each other party from time to time under this clause 7.1):

Buyer

Name: Duxton Farms Ltd
Attention: Company Secretary
Address (for hand delivery or delivery by courier or post):
 7 Pomona Road, Stirling, South Australia 5152
Email: companysecretary@duxttonam.com, with a copy sent to cu.strawman@claytonutz.com

Seller

Name: Duxton Capital Investments Pty Ltd
Attention: Stephen Duerden
Address (for hand delivery or delivery by courier or post):
 7 Pomona Road, Stirling SA 5152
Email: stephen.duerden@duxttonam.com

- (b) must be in legible writing and in English;
- (c) must be signed by the party giving the Notice (**Sending Party**) or by a person duly authorised by the Sending Party; and
- (d) (in the case of email) must:
 - (i) clearly indicate that the email is a Notice under or in connection with this deed;

- (ii) state the name of the Sending Party and be sent by the Sending Party or a person duly authorised by the Sending Party; and
- (iii) if the email contains attachments, ensure the attachments are in a format the receiving party can download, open and view at no additional cost,

and Notices sent by email are taken to be signed by the Sending Party.

7.2 When Notice taken to be received

Without limiting the ability of a party to prove that a Notice has been given and received at an earlier time, each Notice under or in connection with this deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in a different country) on the fourth Business Day after the date of posting; and
- (d) (in the case of email) on the earlier of:
 - (i) the time sent (as recorded by the device or service from which the sender sent the email) unless, within 4 hours of sending the email, the sender receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the Notice will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the Notice is delivered or sent;
 - (ii) the Notice is returned unclaimed; or
 - (iii) (in the case of email) the email or any attachment is opened by the recipient;
- (f) if the Notice specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the Notice; and
- (g) if the Notice would otherwise be taken to be received on a day that is not a working day or after 5.00 pm on any day, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the Notice is delivered or sent).

7.3 Notices sent by more than one method of communication

If a Notice delivered or sent under this clause 7 is delivered or sent by more than one method, the Notice is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 7.2.

8. GST

8.1 Interpretation

Except where the context suggests otherwise, terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).

8.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

8.3 GST payable

- (a) If GST is payable in relation to a taxable supply made under or in connection with this deed then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must, subject to clause 8.3(c) pay an additional amount to the Supplier equal to the amount of that GST at the same times as other consideration is to be provided for that supply.
- (b) No payment of any amount pursuant to clause 8.3(a) is required until the Supplier has provided a valid tax invoice to the Recipient.
- (c) Where additional amounts are payable between parties to this deed pursuant to clause 8.3(a), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to provide the tax invoice referred to in clause 8.3(b) no later than the time at which any consideration is to be first provided for that supply.
- (d) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 8.3(a) then the Supplier must promptly issue an adjustment note to the Recipient and will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 8.3(a).

9. Entire deed

The Transaction Documents constitute the entire deed between the parties in relation to their subject matter and supersede all previous deeds and understandings between the parties in relation to their subject matter.

10. General

10.1 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

10.2 Assignment

A party may not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other party.

10.3 Consents

Unless this deed expressly provides otherwise, a consent under this deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

10.4 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing each Transaction Document.

10.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one deed.

10.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

10.7 Remedies

The parties acknowledge that damages may not be a sufficient remedy for breach of this deed. Specific performance, injunctive relief, or any other remedies which would otherwise be available in equity or in law are available as a remedy for a breach or threatened breach of this deed by any party, notwithstanding the ability of any party to terminate this deed or seek damages for such a breach or threatened breach.

10.8 No merger

A party's rights and obligations do not merge on completion of any transaction under this deed.

10.9 Severance

If any provision or part of a provision of this deed is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of violability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

10.10 Stamp duties

DBF must pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed and is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause.

10.11 Invalidity and enforceability

- (a) If any provision of this deed is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

- (b) Clause 10.11(a) does not apply where enforcement of the provision of this deed in accordance with clause 10.11(a) would materially affect the nature or effect of the parties' obligations under this deed.

10.12 Waivers

Without limiting any other provision of this deed, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed;
- (b) a waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

10.13 Exercise of rights

- (a) Unless expressly required by the terms of this deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver or any right, power, authority, decision or remedy, under or in connection with this deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

11. Governing law, jurisdiction and service of process

11.1 Governing law

This deed is governed by the law applying in New South Wales..

11.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non exclusive jurisdiction of the courts New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 11.2(a).

Executed as a deed.

Executed by Duxton Farms Ltd ACN 129 249 243 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Executed by Duxton Capital Investments Pty Ltd ACN 637 749 921 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director

Signature of company secretary/director

Full name of company secretary/director

Signature of company secretary/director

Full name of company secretary/director

Annexure D – Duxton Orchards Scheme

Scheme of arrangement

Pursuant to section 411 of the Corporations Act

Duxton Orchards Pty Ltd ACN 616 154 379
DMPC

The registered holders of fully paid preference shares in the capital of
Duxton Orchards Pty Ltd ACN 616 154 379 as at the Scheme Record Date

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 722/22069/81041949

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Scheme of arrangement made under section 411 of the Corporations Act 2001 (Cth)

Date

Parties

Duxton Orchards Pty Ltd ACN 616 154 379 of Duxton Capital (Australia) Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152 (**DMPC**)

The registered holders of fully paid preference shares in the capital of DMPC as at the Scheme Record Date.

Background

- A. DMPC is a company limited by shares incorporated in the state of South Australia.
- B. Duxton Farms Ltd ACN 129 249 243 (**DBF**) is a public company limited by shares, incorporated in the state of Victoria and is admitted to the official list of the ASX. DBF Shares are quoted for trading on the ASX.
- C. DMPC and DBF have entered into the Scheme Implementation Agreement pursuant to which, amongst other things, DMPC has agreed to propose this Scheme to DMPC Preference Shareholders, and each of DMPC and DBF have agreed to take certain steps to give effect to the Scheme.
- D. If the Scheme becomes Effective, then:
 - all the Scheme Shares will be transferred to DBF and the Scheme Consideration will be provided to the Scheme Shareholders in accordance with the provisions of the Scheme; and
 - DMPC will enter the name and address of DBF in the DMPC Preference Share Register as the holder of the Scheme Shares.
- E. DBF has entered into the Deed Poll for the purpose of covenanting in favour of Scheme Shareholders to perform the obligations contemplated of it under the Scheme.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this document, unless the contrary intention appears or the context requires otherwise:

ADI means authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)).

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it known as the Australian Securities Exchange.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney and Adelaide.

Cash Consideration means the cash amount calculated in accordance with clause 4.2(b)(i) for each Scheme Share held by a Scheme Shareholder who makes a valid Election.

Condition means each condition to this Scheme set out in clause 2.1.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court, New South Wales Registry, or such other court of competent jurisdiction as DMPC and DBF agree in writing.

DBF Constitution means the constitution of DBF.

DBF Registry means Computershare Limited ACN 005 485 825.

DBF Share means a fully paid ordinary share in the capital of DBF.

DBF Share Issue Price means \$1.25.

DBF Share Register means the register of members of DBF maintained by or on behalf of DBF in accordance with section 168(1) of the Corporations Act.

Deed Poll means the deed poll to be executed by DBF in favour of the Scheme Shareholders (subject to any amendments permitted by its terms) substantially in the form set out in Annexure B of the Scheme Implementation Agreement or as otherwise agreed by DMPC and DBF in writing.

Default Scrip Consideration has the meaning given to it in clause 4.1.

DMPC Preference Share Register means the register of members of DMPC maintained by or on behalf of DMPC in accordance with section 168(1) of the Corporations Act.

DMPC Preference Shareholder means a person who is registered in the DMPC Preference Share Register as a holder of DMPC Preference Shares.

DMPC Preference Shares means fully paid preference shares in the capital of DMPC.

Effective means, when used in relation to this Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

Effective Date means the date on which the Scheme becomes Effective.

Election has the meaning given in clause 4.2(a).

Election Form means the form of election under which a Scheme Shareholder (other than an Ineligible Foreign Shareholder) is offered the opportunity to make an Election.

Election Percentage means, if a Scheme Shareholder makes an Election, the percentage recorded by the Scheme Shareholder in their Election Form (representing the percentage of their Election Scheme Consideration that they wish to receive as Cash Consideration provided that such percentage must not exceed 20%), subject to the terms and conditions of this Scheme.

Election Scheme Consideration has the meaning given to it in clause 4.1.

Election Scrip Consideration has the meaning given in clause 4.2(b)(ii).

Election Time means 7.00 pm on the date which is 5 Business Days prior to the Scheme Meeting, or such other date as agreed in writing between DBF and DMPC.

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, pledge, lien, encumbrance, security interest, title retention,

preferential right, trust arrangement or contractual right of set-off, whether registered or unregistered, including any Security Interest.

End Date means the later to occur of:

- (a) 31 December 2025; and
- (b) such other date agreed in writing between DBF and DMPC.

Escrow Deed means an escrow deed between an Escrowed Shareholder and DBF containing the terms and conditions set out in Schedule 2 and including details of the Escrowed Shareholder and its Escrowed Shares and other appropriate matters necessary to complete that deed, or as otherwise agreed by DMPC for and on behalf of an Escrowed Shareholder who is a Scheme Shareholder and DBF or as required by ASIC.

Escrowed Shareholders for the purposes of the Scheme means Scheme Shareholders who are issued Escrowed Shares.

Escrowed Shares means the New DBF Shares issued to:

- (a) Scheme Shareholders who are issued, in aggregate, 200,000 or more DBF Shares pursuant to the Scheme and Schemes (Others), subject to clause 6.2; and
- (b) Scheme Shareholders:
 - (i) who are or have been directors of DMPC or DBF;
 - (ii) in respect of whose Scheme Shares a person referred to in paragraph (i) has or had a Relevant Interest;
 - (iii) that are trustees of a discretionary trust in respect of which a person referred to in paragraph (i) was, is or is entitled to be a beneficiary; or
 - (iv) that are trustees of a trust in respect of whose Scheme Shares a person referred to in paragraph (i), has or had a Relevant interest,

at any time since the date of the Scheme Implementation Agreement, as determined by the Company, acting reasonably.

FIRB means Australia's Foreign Investment Review Board.

Implementation Date means the date which is 5 Business Days after the Scheme Record Date or such other date as DMPC and DBF agree in writing.

Ineligible Foreign Shareholder means a Scheme Shareholder whose address shown in the DMPC Preference Share Register on the Scheme Record Date is a place outside Australia and its external territories and to whom DBF (acting reasonably and after obtaining written advice from its legal advisers) determines it would be unlawful or unduly onerous or impracticable to issue New DBF Shares when the Scheme becomes Effective.

Listing Rules means the official listing rules of the ASX.

New DBF Share means a fully paid ordinary share in DBF to be provided to Scheme Shareholders under this Scheme.

Other Transaction Entities means each of the parties listed in Schedule 1, each being an **Other Transaction Entity** and where the context permits, each of their relevant subsidiaries.

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

Proceeding Schemes has the meaning given in clause 2.1(c).

Registered Address means, in relation to a DMPC Preference Shareholder, the address shown in the DMPC Preference Share Register as at the Scheme Record Date.

Regulatory Authority means:

- (a) any government or local authority, any department, minister or agency of any government and any other governmental, administrative, fiscal, monetary or judicial body; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange,

and includes ASX, ASIC and FIRB.

Sale Agent means the sale agent appointed under clause 5.3 of the Scheme Implementation Agreement to sell the New DBF Shares that are to be issued under clause 4.12(a) of this Scheme.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act between DMPC and Scheme Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by DBF and DMPC in writing (each acting reasonably).

Scheme Book means the explanatory memorandum to be prepared pursuant to section 412 of the Corporations Act by:

- (a) DMPC in respect of the Scheme in accordance with the terms of this document; and
- (b) the Other Transaction Entities in respect of the Schemes (Others) in accordance with the scheme implementation agreements between each of those entities and DBF.

Scheme Consideration means the consideration specified in clause 4.1(a) to be provided to each Scheme Shareholder for the transfer of each Scheme Share.

Scheme Implementation Agreement means the scheme implementation agreement dated 26 June 2025 between DMPC and DBF under which, amongst other things, DMPC has agreed to propose the Scheme to Scheme Shareholders, and each of DBF and DMPC has agreed to take certain steps to give effect to the Scheme.

Scheme Meeting means the meeting of DMPC Preference Shareholders ordered by the Court in relation to the Scheme to be convened under section 411(1) of the Corporations Act.

Scheme Record Date means 5.00 pm (Sydney time) on the date which is two Business Days after the Effective Date or such other time and date agreed in writing between DBF and DMPC.

Scheme Share means a DMPC Preference Share as at the Scheme Record Date.

Scheme Share Price means the implied price per Scheme Share of \$0.05.

Scheme Shareholder means a person who holds DMPC Preference Shares as at the Scheme Record Date.

Scheme Transfer means a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in

favour of DBF as transferee, which may be a master transfer of all or part of the Scheme Shares.

Schemes (Others) means the schemes of arrangement under Part 5.1 of the Corporations Act between each Other Transaction Entity and their scheme shareholders.

Scrip Consideration means, subject to clause 4.1, such number of New DBF Shares for each Scheme Share held by a Scheme Shareholder equal to:

- (a) the Default Scrip Consideration; or
- (b) the Election Scrip Consideration.

Second Court Date means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Successful Combination of Entities means a combination of entities set out in Schedule 5 to the Scheme Implementation Agreement.

Unclaimed Money Act means the *Unclaimed Money Act* 1995 (NSW).

1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons (including by way of more than one person being included in a defined term) binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust, in each case whether or not comprising a separate legal entity;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
- (e) a reference to a document (including this Scheme) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or any part of it includes its delegated legislation, regulations and other instruments under it, and any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Scheme, and a reference to this Scheme includes all schedules, exhibits, attachments and annexures to it;

- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) if anything is required to be done under this Scheme on or by a day that is not a Business Day, it must be done on or by the next Business Day;
- (k) a reference to a time is to that time in Sydney, Australia;
- (l) "includes" in any form is not a word of limitation; and
- (m) "\$" or "dollar" refers to Australian currency.

1.3 Business Day

Except where otherwise expressly provided, where under this document the day on which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing shall be done on the immediately preceding Business Day.

1.4 Listing rules are law

A Listing Rule or business rule of a financial market or securities exchange will be regarded as a law for the purposes of this Scheme.

2. Conditions Precedent

2.1 Conditions to the Scheme

This Scheme is conditional upon, and will have no force or effect (and will not become Effective) unless and until each of the following Conditions is satisfied:

- (a) as at 8.00 am on the Second Court Date each of the conditions set out in clause 3.1 of the Scheme Implementation Agreement (other than the condition relating to the approval of the Court set out in clause 3.1(o) of the Scheme Implementation Agreement) have been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement;
- (b) as at 8.00 am on the Second Court Date, neither the Scheme Implementation Agreement nor the Deed Poll has been terminated in accordance with their terms;
- (c) the Court has approved this Scheme and Schemes (Others):
 - (i) in each case in accordance with 411(4)(b) of the Corporations Act and including with such alterations or other conditions made or required by the Court under subsection 411(6) of the Corporations Act that are, to the extent in respect of the Scheme, agreed by DMPC and DBF in writing (each acting reasonably); and
 - (ii) in respect of a Successful Combination of Entities (including DMPC),
(Proceeding Schemes);
- (d) the conditions (if any) referred to in clause 2.1(c)(i) in relation to the Proceeding Schemes are satisfied, or waived:
 - (i) in the case of this Scheme, by agreement between DBF and DMPC in writing (each acting reasonably); and
 - (ii) in the case of Schemes (Others), by agreement between DBF and each relevant Other Transaction Entity in writing in accordance with the respective Scheme (Other); and

- (e) the orders of the Court made under paragraph 411(4)(b) of the Corporations Act (and if applicable, subsection 411(6) of the Corporations Act) approving Proceedings Schemes, coming into effect pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date DBF and DMPC agree in writing).

2.2 Certificates in relation to Conditions Precedent

- (a) DMPC and DBF will provide to the Court on the Second Court Date a certificate (or such other evidence as the Court may request) confirming (in respect of matters within their knowledge) whether or not as at 8.00 am on the Second Court Date the Conditions in clauses 2.1(a) and 2.1(b) have been satisfied or waived.
- (b) The certificates referred to in clause 2.2(a) constitute conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

2.3 End Date

Without limiting any rights under the Scheme Implementation Agreement, this Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Agreement or the Deed Poll is terminated in accordance with its terms,

unless DMPC and DBF otherwise agree in writing (and, if required, as approved by the Court).

3. Implementation of this Scheme

3.1 Lodgement of Court orders with ASIC

DMPC must obtain an office copy of the Court order approving this Scheme in accordance with section 411(10) of the Corporations Act as soon as possible after the satisfaction of the Conditions in clause 2.1(c) and 2.1(d), and lodge it with ASIC before 5.00 pm on the date it is received (or such other later date as DBF and DMPC agree in writing).

3.2 Consequences of this Scheme becoming Effective

If this Scheme becomes Effective:

- (a) in consideration for the transfer of each Scheme Share to DBF, DBF will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with this Scheme and the Deed Poll;
- (b) all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to DBF; and
- (c) DMPC will enter the name of DBF in the DMPC Preference Share Register in respect of all the Scheme Shares.

3.3 Transfer of Scheme Shares

- (a) On the Implementation Date, subject to the provision of the Scheme Consideration in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b) all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to DBF, without the need for any further act by any Scheme Shareholder (other than acts performed by

DMPC or its directors as attorney or agent for Scheme Shareholders under clause 7.5), by:

- (i) DMPC delivering to DBF a duly completed Scheme Transfer to transfer all of the Scheme Shares to DBF, executed on behalf of Scheme Shareholders by DMPC as their agent and attorney, for registration; and
 - (ii) DBF duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to DMPC for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 3.3(a)(ii), but subject to the stamping of the Scheme Transfer (if required), DMPC must enter, or procure the entry of, the name and address of DBF in the DMPC Preference Share Register in respect of all the Scheme Shares transferred to DBF in accordance with this Scheme.

4. Scheme Consideration

4.1 Provision of Scheme Consideration

- (a) Subject to clause 4.6 and the Scheme becoming Effective, the Scheme Consideration in respect of each Scheme Share is:
- (i) 0.043 New DBF Shares for each Scheme Share (**Default Scrip Consideration**); or
 - (ii) the number of New DBF Shares and the amount of cash determined pursuant to clause 4.2 for each Scheme Share (**Election Scheme Consideration**).
- (b) Each Scheme Shareholder is entitled to receive Scheme Consideration in respect of all Scheme Shares held by that Scheme Shareholder, subject to the terms and conditions of this Scheme (including, in the case of an Ineligible Foreign Shareholder, in accordance with clause 4.12).

4.2 Election Scheme Consideration

- (a) A Scheme Shareholder, other than an Ineligible Foreign Shareholder, may make an election (**Election**) to receive Election Scheme Consideration subject to the terms and conditions of this Scheme including without limitation clauses 4.2, 4.5, 4.6 and 4.8.
- (b) If a Scheme Shareholder makes a valid Election by the Election Time then the Scheme Shareholder is entitled to receive the Election Scheme Consideration for each Scheme Share held by that Scheme Shareholder calculated in accordance with the following formula:
- (i) **Cash Consideration** as calculated in accordance with the following formula:

$$A = B \times C$$

where:

A = cash amount

B = the Scheme Shareholder's Election Percentage

C = Scheme Share Price

plus:

- (ii) **Election Scrip Consideration** as calculated in accordance with the following formula:

$$N = \frac{(100\% - B) \times C}{D}$$

where:

N = number of New DBF Shares to be issued to a Scheme Shareholder as Scrip Consideration

B = the Scheme Shareholder's Election Percentage

C = Scheme Share Price

D = DBF Share Issue Price,

- (c) Subject to clauses 4.2(f), 4.2(j) and 4.2(k), for an Election to be valid:
- (i) the Scheme Shareholder must not be an Ineligible Foreign Shareholder;
 - (ii) the Scheme Shareholder's Election Percentage must not exceed 20% of a Scheme Shareholder's Scheme Shares held by that Scheme Shareholder as at the Scheme Record Date;
 - (iii) the Scheme Shareholder must complete and sign the Election Form in accordance with the instructions in the Scheme Book and on the Election Form; and
 - (iv) the Election Form must be received by DMPC or a representative of DMPC before the Election Time at the address specified in the Scheme Book and on the Election Form.
- (d) An Election made by a Scheme Shareholder pursuant to clause 4.2(a), whether valid or not, will be irrevocable unless DBF in its absolute discretion agrees to the revocation of the Election.
- (e) If by the Election Time:
- (i) a valid Election is not made by a Scheme Shareholder; or
 - (ii) no Election is made by a Scheme Shareholder,
- then the Scheme Consideration to be provided to that Scheme Shareholder will be Default Scrip Consideration for all Scheme Shares held by that Scheme Shareholder.
- (f) Notwithstanding any other clause in this document or in the Scheme Implementation Agreement, if DBF receives professional advice that DBF is or would be liable to pay an amount to the Commissioner of Taxation under section 14-200 of Schedule 1 to *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Scheme Shares from a Scheme Shareholder, DBF may, in its sole discretion:
- (i) amend that Scheme Shareholder's Election (including the Election Percentage), with that amended Election being deemed to have been validly made by that Scheme Shareholder for the purposes of this document and the Scheme Implementation Agreement; or

- (ii) deem a Scheme Shareholder to have made a valid Election and deem the Election Percentage for the purposes of that Election,

in a manner such that the Cash Consideration payable to that Scheme Shareholder will be of a sufficient amount so that DBF can withhold an amount of such Cash Consideration to fully satisfy the amount which DBF is liable to pay to the Commissioner of Taxation under section 14-200 of Schedule 1 to *Taxation Administration Act 1953* (Cth) in respect of the acquisition of Scheme Shares from that Scheme Shareholder.

- (g) Subject to clause 4.2(h), notwithstanding each Election will be made at or prior to the Election Time, each Election (or deemed election under clause 4.2(e)) will be made on the basis it will apply to all of the Scheme Shares held by a Scheme Shareholder as at the Scheme Record Date, and (subject to any amendments to a Scheme Shareholder's Election under clause 4.2(f)) a Scheme Shareholder only being entitled to make one Election in relation to a particular holding.
- (h) In the manner considered appropriate by DBF (acting reasonably), a Scheme Shareholder who holds one or more parcels of DMPC Preference Shares as trustee or nominee for, or otherwise on account of, another person, may make separate Elections in relation to each of those parcels of DMPC Preference Shares (subject to providing to DBF any substantiating information it reasonably requires), and if it does so will be treated as a separate Scheme Shareholder in respect of each such parcel in respect of which a separate Election is made.
- (i) Subject to clauses 4.2(j) and 4.2(k), an Election Form will not be valid unless it is completed and received in accordance with the procedures set out in clause 4.2(c).
- (j) DBF will determine, in its sole discretion, all questions as to the correct completion of an Election Form, and time of receipt of an Election Form. DBF is not required to communicate with any Scheme Shareholder prior to making this determination. The determination of DBF will be final and binding on the Scheme Shareholder.
- (k) Notwithstanding clauses 4.2(b) and 4.2(h), DBF may, in its sole discretion, at any time and without further communication to the Scheme Shareholder, deem an Election Form it receives from a Scheme Shareholder to be a valid Election in respect of the relevant Scheme Shares, even if a requirement for a valid Election has not been complied with and may settle as it thinks fit any difficulty, matter of interpretation or dispute arising in connection with the validity of an Election. Without limiting the foregoing, DBF may (but is not required to) deem an Election by a Scheme Shareholder in respect of which the Scheme Shareholder's Election Percentage exceeded, or purported to exceed the amount referred to in clause 4.2(c)(ii), to be an Election for a number of Scheme Shares which does not exceed that amount in respect of the Scheme Shareholder.
- (l) DMPC must ensure that, to the extent reasonably practicable, persons who acquire DMPC Preference Shares after the date of the dispatch of the Scheme Book and up until Election Time are sent Election Forms upon those persons requesting one from DMPC.
- (m) In order to facilitate the issue of the Election Scheme Consideration and enable DBF to determine whether it should exercise its discretion as referred to in clause 4.2(f), DMPC must provide, or procure the provision of, to DBF:
 - (i) reasonable written updates of the Elections that have been received from DMPC Preference Shareholders up to the Election Time; and
 - (ii) written details of any final Elections made by a Scheme Shareholder, on the Business Day after the Election Time, including the name and address of each Scheme Shareholder who has made an Election by the Election Time and the amount of cash that DBF must pay to DMPC for

and on behalf of that Scheme Shareholder in accordance with the Scheme Shareholder's Election.

- (n) The parties agree that the terms and conditions that will be stated on the Election Form will include the following:
- (i) Ineligible Foreign Shareholders may not make an Election and that any purported Election by such persons will be of no effect. Clause 4.12 will apply to any DMPC Preference Shareholder who makes an Election but who qualifies as an Ineligible Foreign Shareholder;
 - (ii) if a DMPC Preference Shareholder does not make a valid Election by the Election Time, that DMPC Preference Shareholder will receive the Default Scrip Consideration in respect of the Scheme Shares held by that DMPC Preference Shareholder (subject to clause 4.2(f));
 - (iii) DMPC Preference Shareholders who make a valid Election by the Election Time agree to, from the Implementation Date, become a member of DBF and be bound by:
 - A. the terms of the DBF Constitution; and
 - B. in the case of an Escrowed Shareholder, an Escrow Deed'
 - (iv) DMPC Preference Shareholders who make an Election by the Election Time must provide, before the Election Time, the information and documents described in the Election Form as being required by DMPC or DBF; and
 - (v) an Election under which the Scheme Shareholder's Election Percentage exceeds 20% of a Scheme Shareholder's Scheme Shares held by that Scheme Shareholder as at the Scheme Record Date is not a valid Election subject to clause 4.2(k).

4.3 Provision of Election Scheme Consideration

- (a) If a Scheme Shareholder makes a valid Election by the Election Time, the Scheme Shareholder will be entitled to receive the Election Scheme Consideration in accordance with their Election:
- (i) in respect of Cash Consideration, as described in clauses 4.3(b) to 4.3(d); and
 - (ii) in respect of New DBF Shares, as described in 4.3(e),
- subject to the terms of this Scheme.
- (b) DBF must, and DMPC must use its best endeavours to procure that DBF does, by no later than two Business Days before the Implementation Date, deposit, or procure the deposit of, in cleared funds, an amount equal to the aggregate of all Cash Consideration payable to all Scheme Shareholders who have made a valid Election in accordance with the terms of this Scheme into an Australian dollar denominated trust account with an ADI operated by or on behalf of DMPC on behalf of the Scheme Shareholders, (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to DBF's account).
- (c) On the Implementation Date, subject to funds having been deposited in accordance with clause 4.3(b), DMPC must pay or procure the payment of the aggregate Cash Consideration, to each Scheme Shareholder who makes or is deemed to make a valid Election (or otherwise validly elects or is deemed to have validly elected) to

receive Cash Consideration in respect of a portion of that Scheme Shareholder's Scheme Shares, as is due to that Scheme Shareholder as Cash Consideration in accordance with clause 4.2.

- (d) The obligations of DMPC under clause 4.3(c) will be satisfied by DMPC:
 - (i) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to DMPC;
 - (ii) other than in respect of a Scheme Shareholder with a Registered Address in New Zealand, dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 4.5); or
 - (iii) in respect of a Scheme Shareholder that has a Registered Address in New Zealand that has not nominated an account in accordance with clause 4.3(d)(i), holding in the account referred to in clause 4.3(b) the amount payable to the relevant Scheme Shareholder under the Scheme from the Implementation Date until the Scheme Shareholder claims the amount or the amount is dealt with under the Unclaimed Money Act, and DMPC must maintain records of these amounts, the people who are entitled to the amount and any transfers of such amounts.
- (e) DBF will, subject to the terms and conditions of this Scheme:
 - (i) on or before the Implementation Date, issue each Scheme Shareholder with the number of New DBF Shares as that Scheme Shareholder is entitled under clause 4 (taking into account all valid Elections made in accordance with clause 4.2) and procure that the name and address of each Scheme Shareholder is entered in the DBF Share Register in respect of those New DBF Shares; and
 - (ii) procure that on or before the date that is 5 Business Days after the Implementation Date, a share certificate and a holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder (as recorded in the DMPC Preference Share Register as at the Scheme Record Date) representing the number of New DBF Shares issued to the Scheme Shareholder pursuant to this Scheme.
- (f) To the extent that, following satisfaction of DMPC's obligations under clause 4.3(c), there is a surplus in the amount held by DMPC as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus must be paid by DMPC to DBF.

4.4 Provision of Default Scrip Consideration

- (a) If a DMPC Preference Shareholder does not make a valid Election by the Election Time, that DMPC Preference Shareholder will receive Default Scrip Consideration for all the Scheme Shares held by them (subject to clause 4.2(f)).
- (b) In respect of each DMPC Preference Shareholder referred to in clause 4.4(a), DBF will, subject to the terms and conditions of this Scheme:
 - (i) on or before the Implementation Date, issue each Scheme Shareholder with the number of New DBF Shares as that Scheme Shareholder is

entitled under clause 4 and procure that the name and address of each Scheme Shareholder is entered in the DBF Share Register in respect of those New DBF Shares; and

- (ii) procure that on or before the date that is 5 Business Days after the Implementation Date, a share certificate and a holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder (as recorded in the DMPC Preference Share Register as at the Scheme Record Date) representing the number of New DBF Shares issued to the Scheme Shareholder pursuant to this Scheme.

4.5 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 4.3(d), any Cash Consideration payable in respect of those Scheme Shares is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of DMPC, the holder whose name appears first in the DMPC Preference Share Register as at the Scheme Record Date or to the joint holders;
- (b) the New DBF Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders; and
- (c) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of DMPC (or, in the case of clause 4.3(e)(ii) or 4.4(b)(ii), DBF), the holder whose name appears first in the DMPC Preference Share Register as at the Scheme Record Date or to the joint holders.

4.6 Fractional entitlements

- (a) Where the calculation of the Cash Consideration payable, or number of New DBF Shares to be issued, to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent or a fraction of a New DBF Share, then the entitlement of that Scheme Shareholder must be:
 - (i) where the entitlement is to half a cent or half a New DBF Share or more, rounded up to the nearest cent or whole number of New DBF Shares, as applicable; and
 - (ii) where the entitlement is to less than half a cent or half a New DBF Share, rounded down to the nearest whole cent or whole number of New DBF Shares, as applicable.
- (b) If DBF or DMPC is of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of DMPC Preference Shares which results in a fractional entitlement to Cash Consideration or New DBF Shares have, before the Scheme Record Date, been party to a shareholding splitting or division or an acquisition of Scheme Shares in an attempt to obtain, or which provides, an advantage by reference to the rounding provided for in the calculation of each Scheme Shareholders' entitlement to the Scheme Consideration, DBF may direct DMPC to, and DMPC may, give notice to those Scheme Shareholders:
 - (i) setting out the names and Registered Addresses of all of those Scheme Shareholders;
 - (ii) stating that opinion; and
 - (iii) attributing to one of them specifically identified in the notice the Scheme Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice will, for the purposes of this Scheme, be taken to hold all those DMPC Preference Shares and each of the other Scheme Shareholders whose names are not set out in the notice will, for the purposes of this Scheme, be taken to hold no DMPC Preference Shares.

4.7 Unclaimed monies

- (a) DMPC may cancel a cheque issued under this clause 4 if the cheque:
 - (i) is returned to DMPC; or
 - (ii) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to DMPC (which request may not be made until the date which is 20 Business Days after the Implementation Date), DMPC must reissue a cheque that was previously cancelled under this clause 4.7.
- (c) The Unclaimed Money Act will apply in relation to any Scheme Consideration which becomes 'unclaimed money' as defined in sections 7 and 8 of the Unclaimed Money Act.
- (d) Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of DBF.

4.8 Orders of a court of Government Agency

If written notice is given to DMPC, DBF (or the DBF Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by DMPC in accordance with this clause 4, then DMPC shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents DMPC from providing consideration to any particular Scheme Shareholder in accordance with this clause 4, or the payment or issuance of such consideration is otherwise prohibited by applicable law, DMPC shall be entitled to (as applicable):
 - (i) retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration; and
 - (ii) direct DBF not to issue, or to issue to a trustee or nominee, such number of New DBF Shares as that Scheme Shareholder would otherwise be entitled to under clause 4.3(e) or 4.4,

until such time as provision of the Scheme Consideration in accordance with this clause 4 is permitted by that (or another) order or direction or otherwise by law.

4.9 Status of New DBF Shares

Subject to this Scheme becoming Effective, DBF must:

- (a) issue the New DBF Shares required to be issued by it under this Scheme on terms such that each New DBF Share will:

- (i) rank equally in all respects with all other DBF Shares on issue; and
 - (ii) be entitled to participate in and receive any dividends or distributions of capital paid and any other entitlements in respect of DBF Shares on and from Implementation Date;
- (b) ensure that each New DBF Share issued as Scheme Consideration is duly and validly issued in accordance with all applicable laws and the DBF Constitution, fully paid and, to the extent within the control of DBF, free from any Encumbrance (except as arising under the DBF Constitution); and
- (c) use reasonable endeavours to ensure that the New DBF Shares issued as Scheme Consideration will be listed for quotation on the official list of the ASX with effect from the first Business Day following the Implementation Date (or such later date as ASX may require).

4.10 DBF undertakings in relation to Scheme Consideration

Subject to the terms of this Scheme, DBF undertakes and warrants to DMPC (in DMPC's own right and separately as trustee for each of the Scheme Shareholders) that, in consideration of the transfer to DBF of each Scheme Share held by a Scheme Shareholder under the terms of this Scheme, on the Implementation Date, DBF will:

- (a) accept the transfer;
- (b) provide, or procure the provision to, each Scheme Shareholder the Scheme Consideration for each Scheme Share in accordance with:
 - (i) clause 4.2, subject to any Election made by that Scheme Shareholder as contemplated by clause 4.2;
 - (ii) clauses 4.3 and 4.4; and
 - (iii) the terms of this Scheme; and
- (c) on the Implementation Date:
 - (i) pay, or procure the payment of, an amount in cleared funds to the account nominated by DMPC pursuant to clause 4.3 equal to the aggregate of all Cash Consideration payable to Scheme Shareholders under the Scheme (taking into account all valid Elections made by the Election Time and the terms of this document); and
 - (ii) procure the issue of New DBF Shares to Scheme Shareholders under the Scheme (taking into account all valid Elections made by the Election Time and the terms of this document),

in each cash in accordance with the terms of this Scheme and the Deed Poll.

4.11 Withholding

If DBF determines, having regard to legal or other professional advice, that DBF is either:

- (a) required by law to:
 - (i) withhold any amount from a payment to a Scheme Shareholder; or
 - (ii) not issue a security (or any securities) to a Scheme Shareholder; or

- (b) liable to pay an amount to the Commissioner of Taxation under section 14-200 of Schedule 1 to *Taxation Administration Act 1953* (Cth) (amount required to be paid for CGT non-resident withholding) in respect of the acquisition of Scheme Shares from a Scheme Shareholder,

DBF is entitled to:

- (c) withhold the relevant amount before making the payment to the Scheme Shareholder; or
- (d) not issue the relevant security (or securities) to the Scheme Shareholder until permitted to do so,

(any payment of the reduced amount or issue of the reduced number of securities shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 4.1).

DBF must pay an amount (or issue any security) so withheld to the relevant taxation authority within the time permitted by law, and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence (or procure the provision of such receipt or other evidence) of such payment (or issue of any security) to the relevant Scheme Shareholder.

4.12 Ineligible Foreign Shareholders

- (a) DBF will be under no obligation to issue any New DBF Shares under this Scheme to any Ineligible Foreign Shareholder and instead:
 - (i) subject to clauses 4.6 and 4.8, DBF must, on or before the Implementation Date, issue the New DBF Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under this Scheme to the Sale Agent;
 - (ii) DBF must procure that as soon as reasonably practicable on or after the Implementation Date, the Sale Agent, in consultation with DBF, sells or procures the sale of all the New DBF Shares issued to the Sale Agent and remits to DMPC the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**);
 - (iii) promptly after receiving the Proceeds in respect of the sale of all of the New DBF Shares referred to in clause 4.12(a)(i), DMPC must pay, or procure the payment of, to each Ineligible Foreign Shareholder, the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$A = (B/C) \times D$$

where

B = the number of New DBF Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which were issued to the Sale Agent;

C = the total number of New DBF Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which were issued to the Sale Agent; and

D = the Proceeds.

- (iv) The Ineligible Foreign Shareholders acknowledge that none of DBF, DMPC or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New DBF Shares described in clause 4.12(a).
- (v) DMPC must make, or procure the making of, payments to Ineligible Foreign Shareholders under clause 4.12(a) by either (in the absolute discretion of DMPC, and despite any authority referred to in clause 4.12(a)(v)A made or given by the Scheme Shareholder):
 - A. paying or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Ineligible Foreign Shareholder by an appropriate authority from the Ineligible Foreign Shareholder to DMPC; or
 - B. dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Ineligible Foreign Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 4.5).
- (vi) Each Ineligible Foreign Shareholder appoints DMPC as its agent to receive on its behalf any financial services guide (or similar or equivalent document) or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders under the Corporations Act or any other applicable law.
- (vii) Payment of the amount 'A' calculated in accordance with clause 4.12(a) to an Ineligible Foreign Shareholder in accordance with clause 4.5(c) satisfies in full the Ineligible Foreign Shareholder's right to Scheme Consideration.

5. Dealings in DMPC Preference Shares

5.1 Determination of Scheme Shareholders

- (a) To establish the identity of the Scheme Shareholders, dealings in DMPC Preference Shares or other alterations to the DMPC Preference Share Register will only be recognised if registrable transfers or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the DMPC Preference Share Register is kept.
- (b) DMPC must not accept for registration, nor recognise for any purpose (except a transfer to DBF pursuant to this Scheme and any subsequent transfer by DBF or its successors in title), any transfer or transmission application or other request received after the Scheme Record Date, or received prior to the Scheme Record Date but not in registrable or actionable form, as appropriate.

5.2 DMPC Preference Share Register

- (a) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and DMPC shall be entitled to disregard any such disposal.

- (b) For the purpose of determining entitlements to the Scheme Consideration, DMPC must maintain the DMPC Preference Share Register in accordance with the provision of this clause 5.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The DMPC Preference Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (c) DMPC must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 5.1 before the Scheme Record Date.
- (d) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, DMPC will ensure the details of the names, Registered Addresses and holdings of DMPC Preference Shares for each Scheme Shareholder as shown in the DMPC Preference Share Register are available to DBF in the form DBF reasonably requires.
- (e) Without limiting DMPC's obligations under clause 5.2(d), DMPC must provide, or procure the provision of, to DBF, such other information as DBF may reasonably require in connection with the provision of the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme.
- (f) Each Scheme Shareholder agrees that the information referred to in clause 5.2(e) may be disclosed to DBF, the DBF Registry and DBF's advisers and other service providers to the extent necessary to effect this Scheme.

6. Dealings in Escrowed Shares

6.1 Escrow terms

Scheme Shareholders who are or become Escrowed Shareholders are deemed to have agreed as a fundamental condition of this Scheme and consent to the terms and conditions in Schedule 2 and to an Escrow Deed executed on their behalf by DMPC pursuant to the authority granted by them under clause 7.5(b) in relation to their Escrow Shares.

6.2 Qualified Small Beneficial Holder Shares

- (a) In this clause **Small Beneficial Holder Shares** are DBF Shares issued by DBF pursuant to the Scheme or Scheme (Others) to a licensed trustee, nominee or custodian (**Relevant Holder**) that are, upon issue, held on bare trust for a person who would have been issued less than 200,000 DBF Shares in their name pursuant to the Scheme or Scheme (Others), if that person were issued those DBF Shares (together with any other DBF Shares issued to another professional nominee or custodian on bare trust for the person) in their name.
- (b) A New DBF Share issued by the Company to a Relevant Holder pursuant to the Scheme will not be an Escrowed Share if DBF, absent manifest error, has confirmed, in writing to the Relevant Holder prior to the Implementation Date following written request by the Relevant Holder, that it is satisfied that the Share is a Small Beneficial Holder Share. In considering any such request, DBF may, within 5 Business Days of receiving such a request, require such documentation be provided as DBF determines appropriate, including documentation in relation to the holding, confirmations that the nature of the holding will remain unchanged prior to the Implementation Date and legal advice confirming that the Share will be a Small Beneficial Holder Share, to which it will give due regard if provided to it within a reasonable time before the Implementation Date.
- (c) Within 5 Business Days of the later of the date it receives:

- (i) the Relevant Holder's request for DBF to make a determination regarding whether New DBF Shares are Small Beneficial Holder Shares; and

- (ii) all the information (if any) DBF requests,

in accordance with clause 6.1(b), DBF must provide its written response to the Relevant Holder's request.

- (d) Nothing in this clause affects the status, as Escrowed Shares, of DBF Shares issued to the Relevant Holder under the Scheme (or cause an Escrowed Shareholder to cease to be an Escrowed Shareholder in respect of New DBF Shares) which are not exempted from being Escrowed Shares pursuant to this clause.

7. General Scheme provisions

7.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) DMPC may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which DBF has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which DMPC has consented to.

7.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
 - (i) agrees to the transfer of their DMPC Preference Shares together with all rights and entitlements attaching to those DMPC Preference Shares in accordance with this Scheme;
 - (ii) agrees that the payment of the Scheme Consideration in accordance with clause 4 shall constitute full satisfaction of that Scheme Shareholder's entitlements under the Scheme;
 - (iii) agrees to the variation, cancellation or modification of the rights attached to their DMPC Preference Shares constituted by or resulting from this Scheme;
 - (iv) subject to provision of the Scheme Consideration in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b), agrees to, on the direction of DBF, destroy any share certificates relating to their DMPC Preference Shares;
 - (v) that is issued New DBF Shares agrees to become a member of DBF and to be bound by the terms of the DBF Constitution; and
 - (vi) acknowledges and agrees that this Scheme binds DMPC and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder to whom New DBF Shares are to be issued in accordance with this Scheme that are to be Escrowed Shares agrees to be bound by clause 6 and the terms of the Escrow Deed.

- (c) Each Scheme Shareholder is taken to have warranted to DMPC and DBF on the Implementation Date, and appointed and authorised DMPC as its attorney and agent to warrant to DBF on the Implementation Date, that:
- (i) all their Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme will, at the date of transfer, be fully paid and free from any Encumbrance;
 - (ii) they have full power and capacity to transfer their Scheme Shares to DBF together with any rights and entitlements attaching to those shares; and
 - (iii) they have no existing right to be issued any DMPC Preference Shares or options or performance rights, convertible notes or any other securities in respect of DMPC Preference Shares.
- (d) DMPC undertakes that it will provide such warranty in clause 7.2(b) to DBF as agent and attorney of each Scheme Shareholder.

7.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to DBF will, at the time of transfer to DBF, vest in DBF free from any Encumbrances, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b) DBF will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by DMPC of DBF in the DMPC Preference Share Register as the holder of the Scheme Shares.

7.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clauses 4.3(b), 4.3(c), 4.3(e)(ii) and 4.4(b), and until DMPC registers DBF as the holder of all Scheme Shares in the DMPC Preference Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed DBF as attorney and agent (and directed DBF in each such capacity) to appoint any director, officer, secretary or agent nominated by DBF as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 7.5(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as DBF reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 7.5(a), DBF and any director, officer, secretary or agent nominated by DBF under clause 7.5(a) may act in the best interests of DBF as the intended registered holder of the Scheme Shares.

7.5 Authority given to DMPC

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints DMPC and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against DBF, and DMPC undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against DBF on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints DMPC and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing:
 - (i) the Scheme Transfer; and
 - (ii) any deed or other document required by DBF (including the Escrow Deeds), that causes each Scheme Shareholder to become a shareholder of DBF and to be bound by:
 - A. the DBF Constitution; and
 - B. in the case of an Escrowed Shareholder, an Escrow Deed,

and DMPC accepts each such appointment. DMPC as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 7.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

7.6 Instructions and Elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Shareholder to DMPC that are binding or deemed binding between the Scheme Shareholder and DMPC relating to DMPC or DMPC Preference Shares, including instructions, notifications or elections relating to:

- (a) whether dividends are to be paid by cheque or into a specific bank account;
- (b) payments of dividends on DMPC Preference Shares; and
- (c) notices or other communications from DMPC (including by email),

will be deemed from the Implementation Date (except to the extent determined otherwise by DBF in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to DBF and to be a binding instruction, notification or election to, and accepted by, DBF in respect of the New DBF Shares issued for the benefit of that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to DBF at its registry.

7.7 Binding effect of the Scheme

This Scheme binds DMPC and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of DMPC.

8. General provisions

8.1 Stamp duty

DBF must:

- (a) pay all duty, if applicable (including applicable stamp duties and any fines and penalties with respect to any such duty) in respect of this Scheme, the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 8.1(a).

8.2 Consent

Each of the Scheme Shareholders consents to DMPC doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme and the transactions contemplated by it, whether on behalf of the Scheme Shareholders, DMPC or otherwise.

8.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to DMPC, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at DMPC's registered office.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a DMPC Preference Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

8.4 Inconsistencies

This Scheme binds DMPC and all DMPC Preference Shareholders, and to the extent of any inconsistency, overrides the constitution of DMPC.

8.5 Further assurance

DMPC must do all things and execute all documents (whether on its own behalf or on behalf of each Scheme Shareholder) necessary as may be necessary or expedient to give full effect to this Scheme and the transactions contemplated by it.

8.6 No liability when acting in good faith

Each Scheme Shareholder agrees that neither DMPC nor DBF, nor any of their respective directors, officers, secretaries or employees shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

8.7 Governing Law

This Scheme is governed by the law applying in New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings in connection with the Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

Schedule 1 Other Transaction Entities

Other Transaction Entity
Duxton Bees Pty Ltd ACN 635 272 070
Duxton Dried Fruits Pty Ltd ACN 620 930 154
Duxton Dairies (Cobram) Pty Ltd ACN 602 459 638

Schedule 2 Escrow terms and conditions

Escrow Deed

over shares in	Duxton Farms Limited Company
issued to	[Name of holder of Escrow Shares to be inserted] Holder
as consideration for the transfer of shares in	Duxton Orchards Pty Ltd ACN 616 154 379 DMPC

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Our reference 13530/22069/81041949

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Escrow Deed – Holder Version

Date	The date specified on the cover page to this deed
Parties	Duxton Farms Ltd ACN 129 249 243 of 7 Pomona Road, Stirling, SA 5152 (Company) Holder means the person whose name is set out in the cover page to this deed (Holder)

Background

The Holder undertakes to the Company to hold the Escrow Shares pursuant and subject to the terms of this deed.

Operative provisions

1. Definitions and interpretation

1.1 General definitions

In this deed:

Address means:

- (a) in respect of the Company, the address of the Company specified above, (addressed to the attention of "Company Secretary"); and
- (b) in respect of the Holder, the address of the Holder held by the Share Registry or held in the corporate records of DMPC as at the Commencement Time.

Affiliate Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common Control with the Holder.

Affiliates of a person are the members of a group of body corporates which includes the person, where each member is either:

- (a) a wholly-owned subsidiary of the person;
- (b) a body corporate in respect of which the person is a wholly-owned subsidiary; or
- (c) a wholly-owned subsidiary of a body corporate mentioned in paragraph (a) or (b).

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a day in Sydney on which:

- (a) ASX is open for trading in securities; and

- (b) banks are open for general banking business.

Commencement Time means the time that the Holder is issued Shares pursuant to the Scheme.

Control means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to control another person if it holds, directly or indirectly, together with other persons it controls, the beneficial interest in more than 50% of the total voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

Corporations Act means the Corporations Act 2001 (Cth).

Deal means to, directly or indirectly:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over;
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or
- (e) agree to do any of those things,

and **Dealing** has a corresponding meaning.

DMPC has the meaning given in the cover page to this deed.

Escrow Shares means the Shares issued to the Holder by the Company pursuant to the Scheme.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in the settlement rules of ASX Settlement.

Scheme means a scheme of arrangement as defined in the Scheme Implementation Agreement.

Scheme Implementation Agreement means the scheme implementation agreement between DMPC and the Company in relation to the acquisition of shares in DMPC by the Company.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation or encumbrance, including any agreement to grant or create any of the above.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of shareholders from time to time.

Trading Day has the meaning given in the ASX Listing Rules.

1.2 Further definitions: Escrow Shares and escrow periods

In this deed:

<p>Tranche 1 Escrow Shares means one third of the Escrow Shares</p> <p>(rounded up or down to the closest whole number, if required)</p>	<p>First Escrow Period means the period commencing on the Commencement Time and ending on the earlier of 4.15pm on:</p> <ul style="list-style-type: none"> the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the half year ended 31 December 2025; or the date which is 6 months after the day of the Commencement Time.
<p>Tranche 2 Escrow Shares means one third of the Escrow Shares</p> <p>(rounded up or down to the closest whole number, if required).</p>	<p>Second Escrow Period means the period commencing on the Commencement Time and ending on the earlier of 4.15pm on:</p> <ul style="list-style-type: none"> the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the year ended 30 June 2026; or the date which is 12 months after the day of the Commencement Time.
<p>Tranche 3 Escrow Shares means one third of the Escrow Shares</p> <p>(rounded: up to the closest whole number if Tranche 1 and 2 were rounded down; and down to the closest whole number if Tranche 1 and 2 were rounded up)</p>	<p>Third Escrow Period means the period commencing on the Commencement Time and ending on the earlier 4.15pm on:</p> <ul style="list-style-type: none"> the day of the announcement of the Company's financial results (whether unaudited, audited or reviewed) for the period ending 31 December 2026; or the date which is 18 months after the day of the Commencement Time.

1.3 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons (including by way of more than one person being included in a defined term) binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust, in each case whether or not comprising a separate legal entity;

- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or any part of it includes its delegated legislation, regulations and other instruments under it, and any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) if anything is required to be done under this deed on or by a day that is not a Business Day, it must be done on or by the next Business Day;
- (k) a reference to a time is to that time in Sydney (unless otherwise indicated)
- (l) "includes" in any form is not a word of limitation; and
- (m) "\$" or "dollar" refers to Australian currency.

1.4 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Escrow

2.1 Holder restrictions

The Holder agrees that it will not:

- (a) Deal with;

- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right,

in respect of,

- (d) the Tranche 1 Escrow Shares, during the First Escrow Period;
- (e) the Tranche 2 Escrow Shares, during the Second Escrow Period; and
- (f) the Tranche 3 Escrow Shares, during the Third Escrow Period.

2.2 Escrow restrictions

The parties acknowledge and agree that:

- (a) the Escrow Shares have or will be registered on the Issuer Sponsored Subregister;
- (b) the Company has or will apply a Holding Lock on the Escrow Shares and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) in respect of the Tranche 1 Escrow Shares, before 9:00am on the Trading Day after the end of the First Escrow Period;
 - (ii) in respect of the Tranche 2 Escrow Shares, before 9:00am on the Trading Day after the end of the Second Escrow Period;
 - (iii) the Tranche 3 Escrow Shares, before 9:00am on the Trading Day after the end of the Third Escrow Period; and
 - (iv) otherwise to the extent necessary to permit disposals of the Escrow Shares permitted by this deed,

including by notifying ASX that the relevant Escrow Shares may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A.

2.3 Notice by Holder

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 2.1 has occurred, or is likely to occur; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

2.4 Dividends and voting rights

The terms of this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Escrow Shares or to exercise voting rights in respect of the Escrow Shares.

2.5 Takeovers, mergers and reorganisations

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer by a third party for all or a proportion of the Shares (**Takeover Offer**), provided that:
 - (i) subject to clause 2.5(a)(ii), holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to an escrow deed have accepted the Takeover Offer (or will have accepted the Takeover Offer if the Holder accepts the Takeover Offer); and
 - (ii) the Takeover Offer is unconditional (or would become unconditional if accepted by the Holder) or all conditions to the Takeover Offer have been satisfied or waived;
- (b) the Escrow Shares to be transferred or cancelled as part of an equal Share buyback, capital reduction or equal return of capital or other similar pro rata reorganisation, a merger, including by way of scheme of arrangement or an acquisition of all Shares, which has in any case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts in accordance with applicable laws;
- (c) the Holder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Offer, provided that holders of not less than 50% of the Shares to which the Takeover Offer relates that are not subject to an escrow deed have either accepted the Takeover Offer or tendered (and not withdrawn) their Shares into the bid acceptance facility (or will have done so if the Holder tenders any of the Escrow Shares into a bid acceptance facility); or
- (d) any other such event having an effect similar to the foregoing and relating to the Escrow Shares,

provided that, if for any reason any or all of the Escrow Shares are not transferred or cancelled in a transaction contemplated by clauses 2.5(a) to 2.5(d) then the Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clauses 2.1 and 2.2) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrow Shares not so transferred or cancelled.

2.6 Reorganisation

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares to enable the Holder to undertake a reorganisation (which may involve some or all of the Escrow Shares and include substituting a professional nominee or transferring legal title to the existing beneficial holder), subject to:

- (a) the prior consent of the Company in writing; and
- (b) any new holder of the Escrow Shares (or such other person required by the Company) agreeing to be bound by a deed in substantially the same terms as this deed as agreed by the Company.

2.7 Other exceptions

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares:

- (a) to the extent required by applicable law, including pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares to be disposed of or a Security Interest granted over them;

- (b) in the case of a Holder who is a natural person, the death, serious disability or permanent incapacity through ill health of the Holder (as resolved by the Board, acting reasonably);
- (c) a transfer (in one or more transactions) of any or all Escrow Shares to an Affiliate or Affiliate Fund of the Holder, provided such Affiliate or Affiliate Fund transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this deed for the remainder of the escrow periods in this deed;
- (d) the grant of a Security Interest over any or all of the Escrow Shares to a bona fide third party financial institution as security for a loan, hedge or other financial accommodation, provided that the Security Interest does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder has in any of its Escrow Shares and no Escrow Shares may be transferred to the financial institution in connection with the Security Interest, and provided that the terms of this deed apply to the Escrow Shares for the remainder of the escrow periods in this deed as reflected in the documentation granting such a Security Interest; or
- (e) if the Dealing in Escrow Shares constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Escrow Shares to:
 - (i) a company wholly-owned by the Holder; or
 - (ii) a trust in relation to which the Holder and/or any relative of the Holder are the only beneficiaries;

(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Escrow Shares on substantially the same terms as this deed for the remainder of the escrow periods in this deed.

3. Warranties and acknowledgement

3.1 Giving of warranties

Each of the warranties and representations in this clause 3 is given by the Holder in favour of the Company.

- (a) as at the date of this deed, unless a later date is specified in clause 3.2; and
- (b) from the applicable date under clause 3.1(a), at all times until expiry of the escrow periods in this deed.

The warranties and representations in this clause 3 are given in respect of Escrow Shares while subject to the provisions in this deed and survive termination of this deed.

3.2 Holder warranties and representations

The Holder warrants and represents the following:

- (a) prior to the Commencement Time it has not done, or omitted to do, any act which has or would result in a Dealing in Escrow Shares prior to the Commencement Time or which will take effect in respect of an Escrow Share while subject to the provisions of this deed;
- (b) it has full power and authority to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**)); and

- (c) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms.

4. Consequences of breaching this deed

- (a) If the Holder breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Escrow Shares which relate to that breach or prospective breach.
- (b) The parties acknowledge that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.
- (c) If the Holder breaches this deed, the Holder acknowledges and agrees that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.

5. Capacity of Holder

5.1 Holder

If a Holder has entered into this deed as a Trustee as defined in clause 3.2(b):

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 5.1 but subject to clause 5.1(c), that Holder enters into this deed only in its capacity as Trustee of the Trust as defined in clause 3.2(b) and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the Trust for which the Holder is actually indemnified for the liability;
- (b) subject to clause 5.1(c) a party to this deed may not sue that Holder in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to that Holder of a receiver (except in relation to property of the Trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 5.1 will not apply to any obligation or liability of that Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction to the extent, or elimination of, that Holder's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's fraud or breach of trust.

6. Notices and other communications

6.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified or

referred to in the cover page to this deed or, if the recipient has notified otherwise, then marked for attention in the way last notified.

6.2 Delivery

They must be:

- (a) left at the party's Address;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the party's Address;
- (c) sent by email to the email address included in the party's Address (if any); or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed fax number or email address, then the communication must be to that address or number.

6.3 When effective

They take effect from the time they are received unless a later time is specified.

6.4 Receipt – post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

6.5 Receipt – fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

6.6 Receipt – email

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 6, 24 hours after the email was sent.

7. General provisions

7.1 Discretion in exercising rights

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

7.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

7.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

7.4 Variation and waiver

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

7.5 Amendment

Unless this deed expressly states otherwise, this deed may only be amended by a document signed by each party.

7.6 Further assurances

The Holder undertakes to, and to procure that all persons under their respective control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

7.7 Survival

The representations, warranties and indemnities given by a party under this deed will not merger or be extinguished on implementation of the Scheme.

7.8 Assignment, novation and other dealings

Neither the Holder may transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other party.

7.9 Counterparts

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

7.10 Governing law

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

7.11 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

7.12 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

7.13 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and the Company, or between the Holder and any other person the provision of this deed prevails.

7.14 Severability

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

7.15 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder, his or her personal representatives and any trustee, receiver or other person lawfully acting on its behalf.

7.16 Fractional calculation

If any calculation required to be undertaken under this deed results in a fractional number of Shares, the fractional number will be rounded up to the nearest whole number of Shares, as the case may be.

Executed as a deed.

Executed by Duxton Farms Ltd ACN 129 249 243 in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

Signed, sealed and delivered for and on behalf of **[Insert name of Holder]** by its attorney under a power of attorney conferred under the Scheme in the presence of:

Signature of witness who confirms that this document was signed in the witness' presence or signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act (NSW)

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Full name of witness

Full name of attorney

Annexure E – Deed Poll

Deed poll dated 29 August 2025

By Duxton Farms Ltd ACN 129 249 243 of 7 Pomona Road, Stirling, South Australia 5152 (**DBF**)

In favour of Each person registered as a holder of fully paid preference shares in the capital of Duxton Orchards Pty Ltd ACN 616 154 379 (**DMPC**) in the DMPC Preference Share Register as at the Scheme Record Date (**Scheme Shareholders**)

Background

- A. DMPC and DBF have entered into the Scheme Implementation Agreement, pursuant to which, amongst other things, DBF:
- (a) is to provide or procure the provision of the Scheme Consideration to each Scheme Shareholder and acquire all Scheme Shares held by Scheme Shareholders under the Scheme; and
 - (b) agreed to enter into this deed poll.
- B. DBF is making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform the actions and obligations attributed to it under the Scheme.

It is declared as follows

2. Definitions and interpretation

2.1 Definitions

Unless the context requires otherwise, in this deed poll:

First Court Date means the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Scheme means the scheme of arrangement under Part 5.1 of the Corporations Act between DMPC and the Scheme Shareholders, substantially in the form attached to the Scheme Implementation Agreement, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to by DBF and DMPC in writing.

Scheme Implementation Agreement means the Scheme Implementation Agreement between DMPC and DBF, dated 26 June 2025 (as amended) relating to the implementation of the Scheme.

2.2 Terms defined in the Scheme

Capitalised words and phrases used but not defined in this deed poll have the meaning given to them in the Scheme, unless the context requires otherwise.

2.3 Interpretation

The provisions of clauses 1.2, 1.3 and 1.4 of the Scheme form part of this deed poll as if set out in full in this deed poll, except that references to "Scheme" in those clauses will be taken to be references to "deed poll".

2.4 Nature of this deed poll

DBF acknowledges and agrees that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints DMPC and each of its directors, secretaries and officers (jointly and each of them severally) as its agent and attorney to enforce this deed poll against DBF.

3. Conditions to obligations

3.1 Conditions

This deed poll and the obligations of DBF under this deed poll are subject to this Scheme and the Scheme (Others) in respect of a Successful Combination of Entities (including DMPC) becoming Effective.

3.2 Termination

The obligations of DBF under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme Implementation Agreement is terminated in accordance with its terms; or
 - (b) the Scheme has not become Effective on or before the End Date,
- unless DMPC and DBF otherwise agree in writing (and, if required, as approved by the Court).

3.3 Consequences of termination

If this deed poll terminates under clause 3.2, in addition to and without prejudice to any other rights, powers or remedies available to it:

- (a) DBF is released from its obligations to further perform this deed poll except those obligations under clause 8.5; and
- (b) each Scheme Shareholder retains the rights they have against DBF in respect of any breach of this deed poll which occurs before it was terminated.

4. Scheme obligations

4.1 Undertaking to provide Scheme Consideration

Subject to clause 3, DBF undertakes in favour of each Scheme Shareholder to:

- (a) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder in accordance with the terms of the Scheme by:

- (i) in relation to the Cash Consideration, by no later than two Business Days before the Implementation Date, depositing, or procuring the depositing of, in clear funds, an amount equal to the aggregate of all Cash Consideration payable to all Scheme Shareholders (reduced, as applicable, by any amounts withheld under clause 4.11 of the Scheme) who have made a valid Election (or Election deemed to be valid) in accordance with the terms of the Scheme into an Australian dollar denominated trust account with an ADI operated by DMPC on behalf of the Scheme Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to DBF's account); and
- (ii) in relation to the Scrip Consideration, on or before Implementation Date, issuing or procuring the issue to, each Scheme Shareholder the number of New DBF Shares as that Scheme Shareholder is entitled under the Scheme (reduced, as applicable, by any amounts withheld under clause 4.11 of the Scheme) , taking into account all valid Elections made in accordance with the Scheme; and
- (b) undertake or procure the undertaking of all other actions, and give each acknowledgement, representation and warranty (if any) attributed to it under the Scheme,

in each case, subject to and in accordance with the terms of the Scheme. In connection with any withholding under clause 4.11 of the Scheme, any payment of the reduced amount or issue of the reduced number of securities shall be taken to be full payment of the relevant amount for the purposes of the Scheme.

4.2 Status of New DBF Shares

DBF covenants in favour of each Scheme Shareholder that the New DBF Shares which are issued to each Scheme Shareholder in accordance with the Scheme will:

- (a) be duly issued, fully paid and free from any Encumbrances and any other third party rights (except as arising under the DBF Constitution); and
- (b) rank equally with all existing DBF Shares on issue and will have the rights attaching to them as set out in the DBF Constitution.

5. Warranties

DBF represents and warrants in favour of each Scheme Shareholder, in respect of itself, that:

- (a) it is a company properly incorporated and validly existing under the laws of its place of incorporation;
- (b) it has the legal right and full corporate power to execute, deliver and enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll constitutes (or will when executed constitute) valid legal and binding obligations on it and is enforceable against it in accordance with its terms; and

- (e) this deed poll does not conflict with or result in a breach of or default under any provision of the DBF Constitution, or any writ, order or injunction, judgement, law, rule or regulation to which it is a party or subject or by which it is bound.

6. Continuing obligations

This deed poll is irrevocable and, subject to clause 3, remains in full force and effect, until the earlier of:

- (a) the time at which DBF has fully performed its obligations under this deed poll; and
- (b) the termination of this deed poll under clause 3.

7. Notices

7.1 How notice is to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed poll:

- (a) must be given to a party:
- (i) by hand delivery, courier service, prepaid express post or email; and
- (ii) using the address or other details for the party set out in the below table (or as otherwise notified by that party to each other party from time to time under this clause 7):

Party name	Attention	Address	Email address
DMPC	Strawman Board Sub-committee With a copy to Addisons: Daniel Goldberg and Li- Jean Chew	Duxton Capital (Australia) Pty Ltd, 'Duxton House', 7 Pomona Road, Stirling SA 5152 With a copy to Addisons: Level 10, 2 Park Street, Sydney NSW 2000	bgoodin@me.com With a copy to Addisons: projectstrawman@addisons.com
DBF	Company secretary With a copy to Clayton Utz: Stuart Byrne, Jonathan Algar and Tessa Murray	7 Pomona Road, Stirling, SA 5152 With a copy to Clayton Utz: Level 15, 1 Bligh Street, Sydney NSW 2000	companysecretary@duxtonam.com With a copy to Clayton Utz: cu.strawman@claytonutz.com

- (b) must be in legible writing and in English;
- (c) (in the case of communications other than email) must be signed by the sending party or by a person duly authorised by the sending party;
- (d) (in the case of email) must:
- (i) state the name of the sending party or a person duly authorised by the sending party and state that the email is a communication under or in connection with this deed poll; and

- (ii) if the email contains attachments, ensure the attachments are in PDF or other non-modifiable format the receiving party can open, view and download at no additional cost,

and communications sent by email are taken to be signed by the named sender.

7.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand or courier service) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;
 - (ii) the communication is returned unclaimed; and
 - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

7.3 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 7 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 7.2.

8. General

8.1 Amendments

This deed poll may only be amended by another deed poll entered into by DBF in favour of the Scheme Shareholders, and then only:

- (a) if before the First Court Date, if the amendment is agreed to by DMPC in writing; and
- (b) if on or after the First Court Date, if the amendment is agreed to by DMPC in writing and the Court indicates that the amendment would not preclude approval of the Scheme.

8.2 Assignment

- (a) The rights of each Scheme Shareholder under this deed poll are personal and cannot be assigned, novated, transferred or otherwise dealt with without the prior written consent of the DBF.
- (b) Any purported assignment, novation, transfer or other dealing in contravention of clause 8.2(a) of this deed poll is invalid.

8.3 Cumulative rights

The rights, powers and remedies of the DBF and each Scheme Shareholder under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by the law independently of this deed poll.

8.4 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed poll by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed poll.
- (b) A waiver or consent given by a party under this deed poll is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed poll operates as a waiver of another breach of that term or of a breach of any other term of this deed poll.

8.5 Stamp duty

DBF must pay:

- (a) all duty, if applicable (including applicable stamp duties and any fines and penalties with respect to any such duty) in respect of this Scheme, this deed poll, the performance of this deed poll and each transaction effected by or made under or in connection with the Scheme and this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability from a failure to comply with clause 8.5(a).

8.6 Further assurances

DBF must, at its own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.

8.7 Counterparts

This deed poll maybe executed in counterparts, all of which taken together constitute one document.

9. Governing law and jurisdiction

9.1 Governing law

This deed poll is governed by the law applying in New South Wales, Australia.

9.2 Jurisdiction

DBF irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed poll; and
- (b) waives any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 9.2(a).

Executed and delivered as a deed poll.

Executed by Duxton Farms Ltd ACN 129 249 243 in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

RACHEL JANE TRIGGS

Full name of director



Signature of company secretary/director

KATELYN MARIE ADAMS

Full name of company secretary/director

Annexure F – Notice of Scheme Meeting

Notice of Scheme Meeting

Duxton Orchards Pty Ltd (Duxton Orchards)

Notice is hereby given that, by an order of the Federal Court of Australia (**Court**) made on 3 September 2025, pursuant to section 411(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), a meeting of Duxton Orchards Shareholders will be held at 12.00pm (Adelaide time) on Friday, 10 October 2025, and can be attended in person at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 (**Scheme Meeting**).

The Court has also directed that Brett Goodin act as Chair of the Scheme Meeting or failing him Daniel Goldberg (Partner of Addisons, the legal adviser of Duxton Orchards for the Duxton Orchards Scheme), and has directed the Chair to report the results of the Scheme Meeting to the Court.

Purpose of Scheme Meeting

On 26 June 2025, Duxton Orchards and Duxton Farms Ltd ACN 129 249 243 (ASX:DBF) (**Duxton Farms**) entered into a Scheme Implementation Agreement pursuant to which it is proposed that Duxton Farms will acquire all preference shares in Duxton Orchards by way of scheme of arrangement under Part 5.1 of the Corporations Act (**Duxton Orchards Scheme**).

The Duxton Orchards Scheme forms part of a proposed strategic merger announced by Duxton Farms on 26 June 2025 between Duxton Orchards, the other Merger Companies (being Duxton Bees, Duxton Dried Fruits and Duxton Walnuts) and Duxton Farms.

The purpose of the Scheme Meeting is for Duxton Orchards Shareholders to consider and, if thought fit, to agree to the Duxton Orchards Scheme between Duxton Orchards and Duxton Orchards Scheme Shareholders (subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by Duxton Farms and Duxton Orchards in writing (each acting reasonably)) and to consider and, if thought fit, to pass the Duxton Orchards Scheme Resolution.

Further information about the Duxton Orchards Scheme is set out in the accompanying explanatory statement (for the purposes of section 412 of the Corporations Act) which, together with this Notice of Scheme Meeting, forms part of the scheme book dated 4 September 2025 (**Scheme Book**).

Unless otherwise defined, capitalised terms used in this notice have the same meaning as set out in the Glossary in section 14 of the Scheme Book.

Business of the Scheme Meeting

To consider, and if thought fit, to pass, with or without amendment, the following resolution in accordance with section 411(4)(a)(ii) of the Corporations Act (**Scheme Resolution**):

“That pursuant to and in accordance with section 411 of the Corporations Act, the Duxton Orchards Scheme, the terms of which are contained in and more particularly described in the Scheme Book of which this Notice of Scheme Meeting forms part, is approved (subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by Duxton Farms and Duxton Orchards in writing (each acting reasonably)) and, subject to approval of the Duxton Orchards Scheme by the Court, the Duxton Orchards Board is authorised to implement the Duxton Orchards Scheme with any such alterations or conditions.”

Requisite Majorities

In accordance with section 411(4)(a)(ii) of the Corporations Act, for the Duxton Orchards Scheme to proceed, the Scheme Resolution must be approved by:

1. unless the Court orders otherwise, a majority in number (more than 50%) of Duxton Orchards Shareholders present and voting at the Scheme Meeting (in person or virtually, or by proxy, corporate representative or attorney); and

2. at least 75% of the votes cast on the Scheme Resolution by Duxton Orchards Shareholders present and voting at the Scheme Meeting (in person or virtually, or by proxy, corporate representative or attorney).

The Court has the discretion under section 411(4)(a)(ii)(A) of the Corporations Act to approve the Duxton Orchards Scheme if it is approved by at least 75% of the votes cast on the resolution but not by a majority in number of Duxton Orchards Shareholders (other than Duxton Orchards Shareholders who are ineligible to vote) present and voting at the Scheme Meeting.

Voting at the Scheme Meeting will be conducted by poll rather than by a show of hands.

Duxton Orchards Board recommendation

For the reasons set out in the Scheme Book:

- the Duxton Orchards Sub-committee unanimously recommends that Duxton Orchards Shareholders vote in favour of the Scheme Resolution in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders;¹ and
- the Duxton Orchards Board unanimously recommends that Duxton Orchards Shareholders vote in favour of the Scheme Resolution in the absence of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders.²

You should carefully read the Scheme Book (including the Independent Expert's Report relevant to Duxton Orchards) in its entirety before making your decision in relation to the Duxton Orchards Scheme.

Dated: 4 September 2025

By order of the Court



Brett Goodin
Director
Duxton Orchards Pty Ltd

¹ When considering this recommendation, you should note the interests of the Duxton Orchards Director comprising the Duxton Orchards Sub-committee in Duxton Orchards, the Other Merger Companies, Duxton Farms or other interests in the Merger as set out in section 5.9 of the Scheme Book.

² When considering this recommendation, you should note the interests of the Duxton Orchards Directors in Duxton Orchards, the Other Merger Companies, Duxton Farms or other interests in the Merger as set out in section 5.9 of the Scheme Book.

Notes in relation to Notice of Scheme Meeting

Material accompanying this Notice

This Notice of Scheme Meeting (including these notes) should be read in conjunction with the Scheme Book (of which this Notice of Scheme Meeting forms part). The Scheme Book contains important information to assist you in deciding how to vote at the Scheme Meeting.

Unless otherwise defined, capitalised terms used in the Notice of Scheme Meeting and these notes have the meaning given in the Glossary in section 14 of the Scheme Booklet.

A copy of the Duxton Orchards Scheme is set out in Annexure D to the Scheme Book.

Court approval

In order for the Duxton Orchards Scheme to become Effective, it must be approved by the Court and an office copy of the orders must be lodged with ASIC.

If the Scheme Resolution in respect of the Duxton Orchards Scheme is approved by the Requisite Majorities, and the relevant Conditions Precedent to the Duxton Orchards Scheme (other than approval by the Court) are satisfied, or (if applicable) waived, by the time required under the Duxton Orchards Scheme, Duxton Orchards intends to apply to the Court for the necessary orders to give effect to the Duxton Orchards Scheme.

How to ask questions

Duxton Orchards Shareholders who would like to ask questions at the Scheme Meeting are encouraged to do so in writing before the Scheme Meeting by emailing invest@duxtonam.com prior to 12.00pm (Adelaide) time on Thursday, 9 October 2025 (being 24 hours prior to the Scheme Meeting).

Alternatively, Duxton Orchards Shareholders will have an opportunity to ask questions at the Scheme Meeting in person at appropriate times during the Scheme Meeting.

Voting

(a) Voting entitlements

The Duxton Orchards Directors have determined that, pursuant to section 7.11.37 of the Corporations Regulations, the persons eligible to vote at the Scheme Meeting are those who are registered on the Merger Company Share Register of Duxton Orchards as the holder of a fully paid preference share in the capital of Duxton Orchards at 6.30pm (Adelaide time) on Wednesday, 8 October 2025. Registrable transmission applications or transfers registered after this time will be disregarded for the purposes of determining entitlements to attend and vote at the Scheme Meeting.

Voting at the Scheme Meeting will be conducted by way of poll. Every Duxton Orchards Shareholder entitled to vote who is present in person, by proxy, attorney or, in the case of holders or proxies which are bodies corporate, by corporate representative, will have one vote for each fully paid preference share in Duxton Orchards held by that Duxton Orchards Shareholder.

(b) Alternative arrangements

If it becomes necessary or appropriate to make alternative or supplementary arrangements to hold the Scheme Meeting, Duxton Orchards Shareholders will be given as much notice as possible. Any changes to the Scheme Meeting will be communicated to Duxton Orchards Shareholders via email.

(c) How to vote

Duxton Orchards Shareholders entitled to vote at the Scheme Meeting can vote:

- by attending the Scheme Meeting in person; or
- by appointing a proxy, attorney or, in the case of corporate shareholders or proxies, a corporate representative to attend the Scheme Meeting physically and vote on their behalf.

(d) Casting a direct vote

Duxton Orchards Shareholders may cast a direct vote prior to the Scheme Meeting by submitting their Proxy Form in the manner stated on the Proxy Form and described in further detail at (f) below.

(e) Voting in person

To vote in person at the Scheme Meeting, Duxton Orchards Shareholders must attend the Scheme Meeting in person at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 on Friday, 10 October 2025 commencing at 12.00pm (Adelaide time).

All people attending the Scheme Meeting in person are asked to arrive at the Scheme Meeting venue at least 15 minutes prior to the start of the Scheme Meeting, so that their shareholding can be checked against the Merger Company Share Register of Duxton Orchards and any power of attorney or form of appointment of corporate representative verified, and their attendance noted. Duxton Orchards Shareholders will be admitted to the Scheme Meeting and given a voting card upon disclosure at the point of entry of their name and address.

(f) Voting by proxy

How and when a proxy must vote: If the appointment of a proxy specifies the way the proxy is to vote on the Scheme Resolution:

- if the proxy is not the Chair of the Scheme Meeting, the proxy need not vote on a poll but if the proxy does so, the proxy must vote as directed (subject to any applicable voting restrictions); and
- if the proxy is the Chair of the Scheme Meeting, the proxy must vote on a poll and must vote as directed.

Directing proxy votes: We encourage Duxton Orchards Shareholders who are appointing proxies to direct their proxies how to vote on the Scheme Resolution by marking ('X') in the "For", "Against" or "Abstain" box before lodging their Proxy Form so that, subject to any applicable voting exclusions, their proxy will vote on their behalf in accordance with their instructions.

If a proxy is not directed how to vote on the Scheme Resolution, the proxy may vote or abstain from voting, as the proxy thinks fit. If a proxy is instructed to abstain from voting on the Scheme Resolution, that person is directed not to vote on the Duxton Orchards Shareholder's behalf on the poll, and the Duxton Orchards Shares the subject of the proxy appointment will not be counted in computing the required majority.

Default to the Chair of the Scheme Meeting: Duxton Orchards Shareholders who appoint a proxy but do not nominate the identity of their proxy will be taken to have appointed the Chair of the Scheme Meeting as their proxy to vote on their behalf. If a proxy is lodged and the proxy specifies the way the proxy is to vote on the Scheme Resolution, but the nominated proxy is either not recorded as attending the Scheme Meeting or does not vote on the Scheme Resolution, the Chair of the Scheme Meeting will act in place of the nominated proxy and vote in accordance with the directions.

Proxy appointments in favour of, or which default, to the Chair of the Scheme Meeting and which do not contain a direction as to how to vote will be voted in favour of the Scheme Resolution in the absence

of a Superior Proposal and subject to the Independent Expert continuing to conclude that the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders. If there is a change in how the Chair intends to vote undirected proxies, the change will be communicated to Duxton Orchards Shareholders via email.

A proxy will be admitted to a Scheme Meeting and given a voting card upon providing written evidence of their name and address at the point of entry to the Scheme Meeting. If you appoint a proxy, you may still attend the Scheme Meeting. Please note that if you appoint a proxy and attend the Scheme Meeting, your proxy's authority to vote will not be suspended while you are present. However, you may still vote on the Scheme Resolution at the Scheme Meeting. If you do so and your proxy also votes, your vote will be counted and your proxy's vote will not.

(g) Appointing a proxy

Duxton Orchards Shareholders who are unable to attend the Scheme Meeting are strongly encouraged to submit their votes by proxy instead.

A Duxton Orchards Shareholder entitled to attend and vote at the Scheme Meeting is entitled to appoint not more than two proxies. If appointed, a proxy will have the right to vote on the Scheme Resolution and also to speak and ask questions at the Scheme Meeting. The appointment of a proxy may specify the proportion or the number of votes the proxy may exercise. If a Duxton Orchards Shareholder appoints one proxy but the appointment does not specify the proportion or number of the Duxton Orchards Shareholder's votes the proxy may exercise, then the proxy may exercise all of the votes. If a Duxton Orchards Shareholder appoints two proxies and the appointment does not specify the proportion or number of the Duxton Orchards Shareholder's votes each proxy may exercise, then each proxy may exercise half of the votes. A proxy need not be a Duxton Orchards Shareholder.

A "person" can be an individual or a body corporate. If a Duxton Orchards Shareholder appoints a body corporate as a proxy, that body corporate will need to ensure that it appoints an individual as its corporate representative to exercise its powers at the Scheme Meeting and provide satisfactory evidence of the appointment of its corporate representative prior to the commencement of the Scheme Meeting (see paragraph (h) for further details).

Your Proxy Form for the Scheme Meeting accompanies this Notice of Meeting. Duxton Orchards Shareholders may appoint a proxy by returning the signed Proxy Form to Duxton Orchards, by sending or delivering it as follows:

By post	Duxton Orchards Pty Ltd 'Duxton House', 7 Pomona Road Stirling SA 5152
By hand	To the address specified above during business hours (Monday to Friday (excluding public holidays), 9.00am to 5.00pm (Adelaide time))
By email	invest@duptonam.com

The signed Proxy Form (and an original or certified copy of any power of attorney under which it has been signed) must be received by Duxton Orchards by 12.00pm (Adelaide time) on Wednesday, 8 October 2025 (being 48 hours before the Scheme Meeting), to be effective. Proxy Forms received later than this time will be invalid.

For further information on proxy voting, please refer to the Proxy Form.

(h) Appointing a corporate representative

A Duxton Orchards Shareholder or proxy which is a body corporate may appoint an individual to act as its representative to vote at the Scheme Meeting in person (**Corporate Representative**). The appointment must comply with section 250D of the Corporations Act.

If a Corporate Representative of a Duxton Orchards Shareholder or proxy which is a body corporate is to attend the Scheme Meeting, the appropriate "Appointment of Corporate Representative" form must be completed and, along with an original or certified copy of any authority under which it has been signed, be produced prior to the Scheme Meeting or received by Duxton Orchards at the address set out in section (g) above by 12.00pm (Adelaide time) on Wednesday, 8 October 2025 (being 48 hours before the Scheme Meeting) to be effective. A form may be obtained by emailing invest@duxtonam.com.

Unless otherwise specified in the appointment, a Corporate Representative acting in accordance with his or her authority, until it is revoked by the body corporate Duxton Orchards Shareholder or proxy, is entitled to exercise the same powers on behalf of that body corporate as that body corporate could exercise at a meeting or in voting on a resolution in its capacity as Duxton Orchards Shareholder or proxy.

An authorised corporate representative will be admitted to the Scheme Meeting and given a voting card upon providing, at the point of entry to the Scheme Meeting, written evidence of their appointment including any authority under which it is signed, their name and address and the identity of their appointed.

(i) Appointing an attorney

Duxton Orchards Shareholders who wish to vote by attorney at the Scheme Meeting must, if they have not already presented an appropriate power of attorney to Duxton Orchards, deliver an original or certified copy of the power of attorney to Duxton Orchards at the address set out in section (g) above which must be received by Duxton Orchards by 12.00pm (Adelaide time) on Wednesday, 8 October 2025 (being 48 hours before the Scheme Meeting).

Joint holders

In the case of Duxton Orchards Shares held by joint holders, only one of the joint holders is entitled to vote. If more than one Duxton Orchards Shareholder votes in respect of jointly held shares, the vote of the holder named first in the Merger Company Share Register of Duxton Orchards, whether in person or by proxy, attorney or corporate representative, will be accepted to the exclusion of the votes of the other joint holders. If multiple Proxy Forms are received for a joint holding of preference shares in Duxton Orchards, the lattermost Proxy Form received will be accepted to the exclusion of the foregoing Proxy Forms.

Further information for Duxton Orchards Shareholders

If you have any questions, please contact Investor Support by emailing invest@duxtonam.com or by calling +61 8 8130 9500. The Investor Support line will be monitored between Monday and Friday from 8.30am to 5.30pm (Adelaide time) (excluding public holidays) until the date of the Scheme Meeting

Technical difficulties

Technical difficulties may arise during the course of the Scheme Meeting. The Chair has discretion as to whether and how the Scheme Meeting should proceed if a technical difficulty arises. In exercising this discretion, the Chair will have regard to the number of Duxton Orchards Shareholders impacted and the extent to which participation in the business of the Scheme Meeting is affected. Where the Chair considers it appropriate, the Chair may continue to hold the Scheme Meeting and transact business, including conducting a poll and voting in accordance with valid proxy instructions.

Annexure G – Sample proxy form



All Correspondence to:

✉ By Mail Duxton Orchards Pty Ltd
'Duxton House', 7 Pomona Road,
Stirling SA 5152
💻 By Email: invest@duxtonam.com

YOUR VOTE IS IMPORTANT

For your vote by proxy to be effective it must be received before 12.00pm (Adelaide time) on Wednesday, 8 October 2025. Any proxy form (and Power of Attorney under which it is signed) received after that time will not be valid for the scheduled meeting.

TO VOTE BY COMPLETING THE PROXY FORM

Capitalised terms not otherwise defined in this Proxy Form have the same meaning as set out in the Glossary in section 14 of the Schemes Book.

STEP 1 APPOINTMENT OF PROXY

Indicate who you want to appoint as your Proxy.

If you wish to appoint the Chair of the Meeting as your proxy, mark the box. If you wish to appoint someone other than the Chair of the Meeting as your proxy please write the full name of that individual or body corporate. If you leave this section blank, or your named proxy does not attend the meeting, the Chair of the Meeting will be your proxy. A proxy need not be a securityholder of the company. Do not write the name of the issuer company or the registered securityholder in the space.

Appointment of a Second Proxy

You are entitled to appoint up to two proxies to attend the meeting and vote. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by contacting the company or you may copy this form.

To appoint a second proxy you must:

- (a) complete two Proxy Forms. On each Proxy Form state the percentage of your voting rights or the number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded.
- (b) return both forms together in the same envelope, if lodged by mail.

STEP 2 VOTING DIRECTIONS TO YOUR PROXY

Voting 100% of your holding: To direct your proxy how to vote, place a mark ('X') in the "For", "Against" or "Abstain" box for the resolution. All your securities will be voted in accordance with such a direction. If you do not mark a box on the resolution, your proxy may vote as he or she chooses. If you mark more than one box on the resolution your vote on the item will be invalid. If you mark the "Abstain" box for the resolution, you are directing your proxy not to vote on your behalf on a poll and your votes will not be counted in computing the required majority.

Voting a proportion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the "For", "Against" or "Abstain" box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Proxy which is a Body Corporate

Where a body corporate is appointed as your proxy, the representative of that body corporate attending the meeting must have provided an "Appointment of Corporate Representative" prior to admission.

STEP 3 SIGN THE FORM

The form must be signed as follows:

Individual: Where the holding is in one name, this form is to be signed by the securityholder or the securityholder's attorney.

Joint Holding: Where the holding is in more than one name, all the securityholders should sign.

Power of Attorney: To sign under a Power of Attorney, you must have already lodged it with the company. Alternatively, attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: This form must be signed by a Director jointly with either another Director or a Company Secretary. Where the company has a Sole Director who is the Sole Company Secretary, this Form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act) does not have a Company Secretary, a Sole Director can also sign alone. Please indicate the office held by signing in the appropriate place. Delete titles as applicable.

STEP 4 LODGEMENT

Proxy forms (and any Power of Attorney under which it is signed) must be received no later than 48 hours before the commencement of the meeting, therefore by 12.00pm (Adelaide time) on Wednesday 8 October 2025. Any Proxy Form received after that time will not be valid for the scheduled meeting.

Proxy forms may be lodged:

✉ By Mail Duxton Orchards Pty Ltd
'Duxton House', 7 Pomona Road, Stirling SA 5152
👤 In Person As above
💻 By Email: invest@duxtonam.com

Attending the Meeting

If you wish to attend the meeting please bring this form with you to assist registration.

[Merger Company Shareholder name]
[Merger Company Shareholder address]

☐

Your Address

This is your address as it appears on the company's share register. If this is incorrect, please mark the box with an "X" and make the correction in the space to the left.

Please note, you cannot change ownership of your securities using this form.

PROXY FORM

STEP 1 APPOINT A PROXY

I/We being a member/s of Duxton Orchards Pty Ltd (Company) and entitled to attend and vote hereby appoint:

☐

the Chair of the Meeting (mark box with an 'X')

OR if you are NOT appointing the Chair of the Meeting as your proxy, please write the name of the person or body corporate (excluding the registered securityholder) you are appointing as your proxy below

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting as my/our proxy at the Scheme Meeting of the Company to be held at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000 at 12.00pm (Adelaide time) on Friday 10 October 2025 any adjournment of that meeting, to act on my/our behalf and to vote in accordance with the following directions or, if no directions have been given, as the proxy sees fit.

Chair of the Meeting authorised to exercise undirected proxies on Resolution 1: If I/we have appointed the Chair of the Meeting as my/our proxy or the Chair of the Meeting becomes my/our proxy by default and I/we have not directed my/our proxy how to vote in respect of Resolution 1, I/we expressly authorise the Chair of the Meeting to exercise my/our proxy in respect of this Resolution.

The Chair of the Meeting will vote all undirected proxies in favour of the Resolution in the absence of a Superior Proposal and subject to the Independent Expert concluding the Duxton Orchards Scheme is in the best interests of Duxton Orchards Shareholders. If you wish to appoint the Chair of the Meeting as your proxy with a direction to vote against, or to abstain from voting on an item, you must provide a direction by marking the 'Against' or 'Abstain' box opposite the Resolution.

The Meeting will be held as an in-person event. You can participate in person at the Gilbert Suite, Adelaide Convention Centre, North Terrace, Adelaide SA 5000.

STEP 2 VOTING DIRECTIONS

* If you mark the Abstain box, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your vote will not be counted in calculating the required majority if a poll is called.

Resolution 1

"That, pursuant to and in accordance with section 411 of the Corporations Act, the Duxton Orchards Scheme, the terms of which are contained in and more particularly described in the Scheme Book of which this Notice of Scheme Meeting forms part, is approved (subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and agreed to by Duxton Farms and Duxton Orchards in writing (each acting reasonably)) and, subject to approval of the Duxton Orchards Scheme by the Court, the Duxton Orchards Board is authorised to implement the Duxton Orchards Scheme with any such alterations or conditions."

For

☐

Against

☐

Abstain*

☐

STEP 3 SIGNATURE OF SECURITYHOLDERS

This form must be signed to enable your directions to be implemented.

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director / Company Secretary

Contact Name..... Contact Daytime Telephone..... Date / / 2025