



Rural Funds Management Ltd

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RFM Almond Fund 2007 ARSN 124 998 527

14 July 2016

Introduction

Rural Funds Management Limited ABN 65 077 492 838 (**RFM**) is the Responsible Entity (**RE**) for the RFM Almond Fund 2007 ARSN 124 998 527 (**AF07** or **the scheme**).

The Australian Securities and Investments Commission (**ASIC**) Regulatory Guide (**RG**) 232 applies to agribusiness schemes, which are defined as “managed investment schemes that engage in primary production activities”. The AF07 is an agribusiness scheme as defined by RG232.

Under RG232, RFM as the RE for the AF07 must report against five disclosure benchmarks (**benchmark reporting**) and five disclosure principles (**disclosure**). RFM’s benchmark reporting and disclosure will assist retail investors to analyse the relative risks and returns of an investment in the AF07.

RFM will provide AF07 investors with updated benchmark reporting and disclosure and any material changes by posting the information on the RFM website at www.ruralfunds.com.au.



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Benchmark Reporting

| Benchmark | Compliance |
|--|------------|
| <p>Benchmark 1: Fee structures</p> <p>The scheme is structured so that either:</p> <p>(a) investors are required to pay annual fees (or contributions) to the responsible entity that are sufficient to fund the operation of the agribusiness scheme for the relevant financial year; or</p> <p>(b) the up-front fees (or contributions) investors pay when they invest is sufficient to cover the operation of the agribusiness scheme until the proceeds of sale of produce are available and this money is held on trust for the investors in that agribusiness scheme.</p> <p>Any fees (or contributions) received by the responsible entity from investors in the agribusiness scheme are:</p> <p>(a) held separately from the other assets of the responsible entity for the benefit of the investors in that agribusiness scheme, are only available for the operation of that agribusiness scheme and are subject to annual audit; and</p> <p>(b) only used by the responsible entity to meet any expenses that are incurred in the operation of that agribusiness scheme during the period to be covered by the payment, including the portion of the responsible entity's fees that is proportionate to its duties that have been properly performed during that period.</p> | <p>Yes</p> |
| <p>Benchmark 2: Responsible entity or related party ownership of interests in the scheme</p> <p>The responsible entity and its related parties own less than 5% in aggregate by value of the interests in the agribusiness scheme except for any interests acquired through the default by a member of the agribusiness scheme.</p> | <p>Yes</p> |
| <p>Benchmark 3: Annual reporting to members</p> <p>The responsible entity provides members with a report at least annually that contains relevant scheme-specific information.</p> | <p>Yes</p> |



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| <p>Benchmark 4: Experts</p> <p>Where the responsible entity engages an expert to provide a professional or expert opinion on the agribusiness scheme, and the expert opinion is disclosed to retail investors in a way that may lead them to place reliance on the expert's expertise, the responsible entity only engages an expert that is independent.</p> | Yes |
| <p>Benchmark 5: Appointing and monitoring service providers</p> <p>The responsible entity only engages key service providers (whether directly or indirectly on behalf of the agribusiness scheme investors) necessary for the operation of the agribusiness scheme where:</p> <p>(a) the engagement is subject to a written agreement approved by the board of the responsible entity in accordance with a documented policy;</p> <p>(b) the agreement is subject to annual review against set performance criteria or measures; and</p> <p>(c) the agreement is subject to certification by the board, at the time each agreement is entered into, that the agreement is on an arm's length basis.</p> | Yes |

Disclosure

| Disclosure Principle | Disclosure |
|---|--|
| <p>Disclosure Principle 1: Investor financing arrangements</p> <p>If the responsible entity or a related party is providing finance, or expects to receive payment for arranging finance, for investors in the agribusiness scheme to fund an investment into the scheme, the responsible entity should clearly and prominently disclose in the PDS:</p> <p>(a) the details of the financier;</p> <p>(b) any amounts paid to the responsible entity or related party in relation to the finance;</p> | <p>There exists a funding agreement between Rural Funds Trust (RFT) and the AF07 to lend money sufficient to meet immediately pending operating costs and expenses of the AF07, where the Responsible Entity has insufficient funds to operate the AF07. There also exists the option of a payment plan for AF07 Growers that cannot pay their annual invoices by the due date. As per the funding agreement referenced above, RFT is liable for any immediately pending operating costs and expenses of the</p> |

| Disclosure Principle | Disclosure | | | | | | | | | | | | | | | | | |
|---|--|-------------------|--|--------|------|-------------------|---------------------------------------|---|---------------|-------------------------------|-------------------------|------------|--|--|--|-----------------------------------|-------------------|--------------|
| <p>(c) that the investor should obtain and read the finance agreement before entering into the finance facility; and</p> <p>(d) unless the proposed finance facility is non-recourse, that the investor will remain liable to repay the amount lent or made available under the finance agreement should the scheme fail.</p> <p>The responsible entity should also ensure that, as far as practicable, investors receive a copy of the finance agreement before entering into the finance facility.</p> | <p>AF07 where revenue received from Grower invoices is insufficient to meet these costs.</p> <p>The orchard occupied by AF07 is now mature and provides positive cashflow to Growers. Annual distributions were paid in October 2014 & 2015. Future distributions are subject to yield, price and costs.</p> | | | | | | | | | | | | | | | | | |
| <p>Disclosure Principle 2: Track record of the responsible entity in operating agribusiness schemes</p> <p>The responsible entity of an agribusiness scheme should disclose the experience and resources it has available to operate the agribusiness scheme and the agribusiness enterprise.</p> <p>Where the responsible entity has operated other agribusiness schemes, it should disclose:</p> <p>(a) the number of agribusiness schemes it currently operates;</p> <p>(b) the types of agribusiness scheme being operated;</p> <p>(c) the period of time that it has been operating the agribusiness schemes; and</p> <p>(d) whether any of the agribusiness schemes operated by the responsible entity have produced, or are producing, positive returns net of contributions for the investors in those agribusiness schemes.</p> | <table border="1"> <thead> <tr> <th data-bbox="1312 758 1585 829">Scheme</th> <th data-bbox="1590 758 1854 829">Type</th> <th data-bbox="1859 758 2085 829">Commencement date</th> </tr> </thead> <tbody> <tr> <td data-bbox="1312 833 1585 1018">Rural Funds Trust ARSN 112 951 578</td> <td data-bbox="1590 833 1854 1018">Horticultural land, vineyards, chicken growing sheds and water entitlements</td> <td data-bbox="1859 833 2085 1018">February 2005</td> </tr> <tr> <td data-bbox="1312 1021 1585 1104">RF Active ARSN 168 740 805</td> <td data-bbox="1590 1021 1854 1104">Agricultural operations</td> <td data-bbox="1859 1021 2085 1104">April 2014</td> </tr> <tr> <td colspan="3" data-bbox="1312 1107 2085 1225">Together, Rural Funds Trust and RF Active form a stapled investment vehicle and trade on the ASX as the Rural Funds Group (ASX Code: RFF).</td> </tr> <tr> <td data-bbox="1312 1228 1585 1297">RFM StockBank ARSN 153 436 803</td> <td data-bbox="1590 1228 1854 1297">Livestock leasing</td> <td data-bbox="1859 1228 2085 1297">October 2011</td> </tr> </tbody> </table> | | | Scheme | Type | Commencement date | Rural Funds Trust ARSN 112 951 578 | Horticultural land, vineyards, chicken growing sheds and water entitlements | February 2005 | RF Active ARSN 168 740 805 | Agricultural operations | April 2014 | Together, Rural Funds Trust and RF Active form a stapled investment vehicle and trade on the ASX as the Rural Funds Group (ASX Code: RFF). | | | RFM StockBank ARSN 153 436 803 | Livestock leasing | October 2011 |
| Scheme | Type | Commencement date | | | | | | | | | | | | | | | | |
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| | RFM Almond Fund 2006 ARSN 117 859 391 Almond growing January 2006 |
| | RFM Almond Fund 2007 ARSN 124 998 527 Almond growing March 2010 |
| | RFM Almond Fund 2008 ARSN 127 947 960 Almond growing March 2010 |
| | 2007 Macgrove Project Macadamia growing February 2016 ¹ |
| | RFM Poultry (NSX: RFP) ARSN 164 851 218 Poultry operations July 2013 |
| | All historical fund financial performance is disclosed on RFM's website www.ruralfunds.com.au . |

¹ The 2007 Macgrove Project ARSN 119 560 235 (**MP07**) was registered with ASIC on 18 May 2006. From 29 February 2016, RFM replaced Huntley Management Limited as the responsible entity of MP07. MP07 is a fully subscribed agribusiness scheme that closed its offering in 2009.



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| <p>Disclosure Principle 3: Responsible entity's financial position</p> <p>The responsible entity should disclose a summary of its financial position in any PDS, including details of any known unfunded obligations in respect of the schemes it operates.</p> <p>The responsible entity should disclose if it:</p> <ul style="list-style-type: none"> (a) is reliant on funding from external or related parties to perform the functions and obligations to members in relation to the agribusiness scheme; (b) has entered into guarantees or indemnities with external or related parties; or (c) is a member of a tax consolidation group. <p>It should also disclose the measures it has in place to address the risks arising out of these arrangements to its financial position and its ability to meet its obligations in relation to the agribusiness scheme.</p> <p>If the responsible entity is reliant on funding from external or related parties to perform its functions and fulfil its obligations in relation to the agribusiness scheme, it should disclose the extent of the reliance.</p> <p>If the responsible entity has entered into any guarantee or indemnity with external or related parties, it should explain:</p> <ul style="list-style-type: none"> (a) what each guarantee or indemnity is, including the names of the parties to the guarantee; and (b) the potential implications of entering into these arrangements on the financial position of the responsible entity if the other parties are unable to meet their obligations. <p>If the responsible entity is a member of a tax consolidation group, it should disclose details of:</p> | <p>RFM is not reliant on funding from external or related parties to perform its obligations and functions to members. RFM in its role as Responsible Entity of AF07 has not entered into any guarantees or indemnities with external or related parties. RFM is not part of a tax consolidation group.</p> |



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| <p>(a) whether a tax-sharing agreement is in place and the parties to the tax-sharing agreement; and</p> <p>(b) if no tax-sharing agreement is in place, the potential implications of not having this.</p> | |
| <p>Disclosure Principle 4: Land, licences and water</p> <p>The responsible entity should disclose the arrangements entered into to secure rights of access or tenure to the resources and infrastructure required to operate the agribusiness scheme, including any land, licences or leases, and water required, and whether these arrangements:</p> <p>(a) provide for access for the life of the agribusiness scheme; and</p> <p>(b) are entered into on an arm's length basis.</p> <p>The responsible entity should disclose: (a) the risks associated with these arrangements;</p> <p>(b) the consequences of a failure by the responsible entity to pay amounts due under these arrangements, and any breaches of these arrangements or agreements underlying these arrangements; and</p> <p>(c) any measures the responsible entity has implemented, or will implement, to address these risks.</p> <p>The responsible entity should disclose the identity, where known, of the owner of the resources and infrastructure referred to in RG 232.96, the terms of use and whether security has been given over these assets.</p> <p>The responsible entity should disclose (where applicable) for any leases, licences, rights or infrastructure required for the operation of the agribusiness scheme: (a) whether the responsible entity treats the leases and licences or rights as scheme property;</p> | <p>Australian Executor Trustees Limited (AETL) as custodian for the AF07 holds a lease with RFT, the lessor of the orchard area on which the AF07 operates. The lease terminates on 2 July 2028. The lease is considered scheme property.</p> <p>Groundwater entitlements necessary for the operation of the AF07 are derived through AF07's lease from RFT and have, to date, provided sufficient water allocation to meet the operating requirements of the AF07.</p> <p>RFM as RE for AF07 has undertaken temporary purchases of surface water on a cost-benefit basis, depending on extraction and infrastructure costs.</p> <p>The RFM Conflict of Interest Management Policy ensures that all transactions occur on a commercial arm's length basis.</p> <p>As with any lease arrangement, in order for the Growers to maintain access to trees and water the AF07 must continue to meet the lease payments. To date the AF07 has met all lease payments.</p> |



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| <p>(b) the identity of the parties to the leases, licences and/or rights; and</p> <p>(c) whether any action in relation to a lease, licence or right needed for the operation of the agribusiness scheme, which is not an obligation of the responsible entity, could endanger the relevant lease, licence or right. Disclosure should clarify the risk of this occurring and how it may affect the agribusiness scheme.</p> <p>If land, licences or water assets are, or are proposed to be, used as security for borrowings by the responsible entity, the responsible entity should disclose the level of actual or proposed gearing, and the risks associated with this gearing, in the PDS and in the report provided to members under Benchmark 3.</p> | <p>Pursuant to the individual Licence Agreements and Farm Management Agreements, and the AF07 Constitution, where a Grower fails to pay their licence and management fees, their interest may be terminated and all Groves allocated to that Grower are surrendered to RFT. In this case, RFT is obliged to pay the same annual licence fees and operating costs and expenses that the Grower would have otherwise paid. RFT does not obtain any rights or obligations of a Grower under the AF07.</p> <p>In those circumstances RFT may reallocate the Groves; or it may continue to pay the costs and expenses associated with maintaining and harvesting the Groves and in turn become entitled to the income generated from those Groves. This ensures that all lease payments are met by the AF07.</p> <p>RFM does not use AF07 assets as security for any borrowing by RFM.</p> |
| <p>Disclosure Principle 5: Replacement of the responsible entity</p> <p>The responsible entity should disclose whether there are any restrictions on the ability of any replacement responsible entity to access the resources required to continue to operate the agribusiness scheme (including but not limited to any leases, licences, land, water and money held for the purposes of operating the scheme).</p> | <p>AF07 Growers have entered into individual Licence Agreements and Farm Management Agreements with RFM as RE, to facilitate the lease of the almond orchard and the operation of the Almond Groves. If RFM was replaced by a</p> |



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| <p>The responsible entity should disclose:</p> <p>(a) whether the responsible entity or related parties are eligible for any payment or fee that is payable if the responsible entity is replaced, or is to be replaced, and, if so, the amount or method for calculation of this fee;</p> <p>(b) the effect of a change in responsible entity on any agreements entered into between investors and the responsible entity or other parties in relation to the agribusiness scheme;</p> <p>(c) any obligation to repay fees already paid to the responsible entity to the incoming responsible entity if the responsible entity changes; and</p> <p>(d) the risk to, and impact on, investors if the responsible entity changes.</p> | <p>new RE, the new RE would need to take over those agreements in order for the AF07 to remain operational.</p> <p>A Farm Services Agreement also exists between RFM as RE and RFM Farming Pty Ltd, appointing RFM Farming Pty Ltd to manage the operation of the Groves. A new RE would need this agreement to be assigned to them, or negotiate a new entity to manage the Groves for the AF07 to remain operational.</p> <p>A crop supply agreement exists between RFM as RE and Almondco Australia Limited (Almondco). A new RE would need to negotiate a new crop supply agreement with Almondco or an alternative almond processor. This agreement (as is the case with all Almondco agreements) is terminable (at Almondco's option) if RFM ceases to be the responsible entity of AF07.</p> <p>The key risk for AF07 Growers if RFM is replaced is to ensure any replacement RE has the expertise to conduct the AF07 fund management and farming operations.</p> |