



Rural Funds Management Ltd

ABN 65 077 492 838
AFSL 226701

Level 2, 2 King Street Deakin ACT 2600
Locked Bag 150 Kingston ACT 2604

W www.ruralfunds.com.au

Adviser Services

P 1300 880 295

F 1800 625 518

E adviserservices@ruralfunds.com.au

Investor Services

P 1800 026 665

F 1800 625 518

E investorservices@ruralfunds.com.au

RFM Almond Fund ARSN 117 859 391

16 December 2020

Introduction

Rural Funds Management Limited ABN 65 077 492 838 (**RFM**) is the Responsible Entity (**RE**) for the RFM Almond Fund ARSN 117 859 391 (**RAF** 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”. RAF is an agribusiness scheme as defined by RG232.

Under RG232, RFM as the RE for RAF 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 RAF.

RFM will provide RAF 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	Compliant
<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>	Yes
<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>	Yes
<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>	Yes
<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



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Benchmark	Compliant
<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>	<p>Yes</p>



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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>(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>Following the termination of the RAF leases of the Moorall almond orchard in December 2020, an orderly wind-up of RAF has commenced and is expected to conclude in late 2021. Prior to the termination of the RAF leases, RAF's capital structure was similar to a company which included access to bank debt. RFM has negotiated debt facilities for RAF. The debt facilities have since been repaid and cancelled following the Moorall settlement. Distributions to Unitholders in RAF will be a function of the overall cash flow and debt position of RAF.</p> <p>The key debt details encompass two three year facilities that total \$4,500,000 with Australian and New Zealand Banking Group (ANZ).</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. 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>Scheme</p> <p><u>Rural Funds Trust (RFT)</u> <u>ARSN 112 951 578</u> Commencement Date: February 2005 RFT assets consist of almond and macadamia orchards, premium vineyards, and cattle and cropping assets.</p>



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<p>(b) the types of agribusiness scheme being operated; (c) the period of time that it has been operating the agribusiness schemes; and (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>	<p><u>RF Active (RFA)</u> <u>ARSN 168 740 805</u> Commencement Date: April 2014 RFA assets consist of plant and equipment, finance leases of agricultural assets and water entitlements.</p> <p>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).</p> <p><u>RFM Almond Fund (RAF) (currently in windup phase)</u> <u>ARSN 117 859 391</u> Commencement Date: January 2006 RAF operates almond growing assets</p> <p><u>2007 Macgrove Project (MP07)</u> <u>ARSN 119 560 235</u> Commencement Date: February 2016 MP07 operates macadamia assets</p> <p>All historical fund financial performance (which will disclose whether or not any of the above schemes are producing, positive returns net of contributions for the applicable investors) is disclosed on RFM's website -www.ruralfunds.com.au.</p>
<p>Disclosure Principle 3: Responsible entity's financial position 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. The responsible entity should disclose if it:</p>	<p>RFM is not reliant on funding from external or related parties to perform its obligations and functions to members. RFM 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) is reliant on funding from external or related parties to perform the functions and obligations to members in relation to the agribusiness scheme;</p> <p>(b) has entered into guarantees or indemnities with external or related parties; or</p> <p>(c) is a member of a tax consolidation group.</p> <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> <p>(a) what each guarantee or indemnity is, including the names of the parties to the guarantee; and</p> <p>(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> <p>If the responsible entity is a member of a tax consolidation group, it should disclose details of:</p> <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</p>	<p>Prior to the termination of the RAF leases, RAF held a lease with Rural Funds Trust (RFT), the lessor of the orchard area on which RAF operated, which expires between 30 June 2026 and 2 July 2028. RAF is 13-15 years into the term of these leases. The leases are considered scheme property.</p>



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<p>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:</p> <p>(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 the first paragraph in the Disclosure Principle 4 above, 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:</p> <p>(a) whether the responsible entity treats the leases and licences or rights as scheme property;</p> <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.</p> <p>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</p>	<p>Groundwater entitlements necessary for the operation of RAF are derived through RAF's lease from RFT and have, to date, provided sufficient water allocation to meet the operating requirements of RAF.</p> <p>RFM as the responsible entity for RAF 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 RAF must continue to meet the lease payments. To date RAF has met all lease payments.</p> <p>Prior to the termination of the RAF leases, individual Licence Agreements and Farm Management Agreements, and the RAF Constitution, where a Grower failed to pay their licence and management fees, their interest may have been terminated with all Groves allocated to that Grower surrendered to RFM.</p> <p>In those circumstances RFM may have 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 were met by RAF.</p> <p>RFM did not use RAF assets as security for any borrowing by RFM.</p>



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<p>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>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>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>The former responsible entity is required to hand over the books of the Scheme and provide reasonable assistance to the new responsible entity</p> <p>If RFM was terminated as the responsible entity of RAF, RFM as the former responsible entity would have been entitled to be paid fees for the performance of its functions before it ceased to be the responsible entity, indemnified for expenses it incurred before it ceased to be the responsible entity, any right, obligation or liability the former responsible entity had as a Grower of the Scheme and any liability for which the former responsible entity could not have been indemnified out of the Assets if it had remained the Scheme's responsible entity.</p> <p>Prior to the termination of the RAF leases, a Farm Services Agreement existed between RFM as responsible entity and RFM Farming Pty Ltd, appointing RFM Farming Pty Ltd to manage the operation of the Groves. A new responsible entity would need this agreement to be assigned to them or negotiate a new entity to manage the Groves for RAF to remain operational.</p> <p>A crop supply agreement also existed between RFM as responsible entity and Almondco Australia Limited (Almondco). A new responsible entity 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 RAF.</p> <p>Prior to the termination of the RAF leases, the key risk for RAF Growers would have been if RFM was replaced, to ensure any replacement responsible entity has the expertise to conduct the RAF fund management and farming operations.</p>