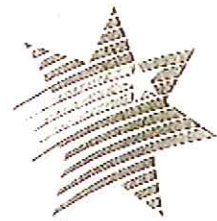


0000000000

FORESTRY TASMANIA
27 MAY 2008
HOBART



Southern Cross
TELEVISION

26th May 2008

Keri Jeffreys
General Manager
Forestry Tasmania
79 Melville Street
Hobart Tas 7000

*Copy on
6/22/07*

*23315
K. Jeffreys
SS
4008/1812*

(see 4008/179)

Dear Ken,

Further to our recent discussions I am pleased to confirm our willingness to continue the partnership agreement between Southern Cross Television and Forestry Tasmania in relation to the Going Bush television series

Going Bush Television Series:

Southern Cross can schedule the program in the October to December timeframe, depending on the production requirements. It is intended to air the second series in the 5.00pm Saturday afternoon timeslot.

The production cost to produce the series is _____ and includes talent fees for Nick Duigan and Andrew Hart. A detailed quotation is attached.

As per series one, the program will be provided with extensive pre-promotion which will commence three weeks prior to the first episode.

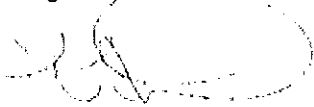
Additionally, we are willing to re-schedule series one of Going Bush in a yet to be determined date and time.

Ken, we propose the intention of the sponsorship agreement to operate for a further three years, ' for the production of the Going Bush television series.

Obviously we will need to agree on the terms of the agreement and then prepare the necessary contract.

I look forward to further discussing the details.

Kind regards,

A handwritten signature in black ink, appearing to read 'Peter Milne', enclosed within a hand-drawn oval.

Peter Milne
Promotions and Marketing Manager

Southern Cross Television
(TNT9) Pty Limited
ABN 63 009 483 587

36 Watchorn Street
Launceston
Tasmania 7250

PO Box 873
Launceston
Tasmania 7250

Telephone 03 6344 0202
Facsimile 03 6343 0340



Southern Cross
TELEVISION

QUOTATION:

DATE: May 15, 2008

TO: Forestry Tasmania
GPO Box 207
HOBART TAS 7001

CONTACT: Ken Jeffreys
General Manager (Corporate Relations)
Telephone 62 335340, 0418 511 485
Email: Ken.Jeffreys@forestrytas.com.au

PROJECT: GOING BUSH SERIES 2

DETAILS: Film, Produce and Edit the 2008/2009 series of Going Bush (Series 2) in line with the same production values and format of the 2007/2008 Series (Series 1).
The production will again include the following;

- 5 episodes
- Location filming
- Talent and Producing fees
- Off line and On line editing
- Music and Audio sweetening
- Graphics and animation
- Exporting for website purposes
- Station Promos (production and broadcast)
- DVD preview copy (or copies)
- Copies of original material on DVD
- Mastering and coordination with play out centre
- DVD authoring and compilation - including menus and graphics for disc and slick if required.

TOTAL:

EXCLUDES: DVD duplication, assembly and freight
GST

OTHER: In Summary, the quote allows for _____ to that of series 1. This current quote also includes DVD production which was separate from Series 1 production quote.

Thank you for the ability to provide a quotation on your production. Please don't hesitate to call for further information or clarification.

Tim Boric
STATE PRODUCTION MANAGER

From: "Paul Hogan" <PaulH@scbnetwork.com.au>
To: "Ken Joffroys" <Ken.Jeffreys@forestrytas.com.au>
Date: 3/08/2007 3:03 pm
Subject: FW: Forest Television Series
Attachments: 030807 Forest Television Series.doc

1.7007/3334

CC: "Peter Milne" <poterm@sctv.com.au>, "Tim Boric" <timb@sctv.com.au>
Hi Ken,

I have included Peter and Tim's contact details.

Please reply to my letter and then we can proceed to the legal contract stage which Tim will deal with.

We will have that meal on my return.

Cheers

Paul

Paul Hogan
General Manager
Southern Cross Tasmania
T: (+61) 03 6344 0202
F: (+61) 03 6343 0340

M: (+61) 0418 130 454

E: paulh@sctv.com.au <mailto:paulh@sctv.com.au>

PA: Laura Heath lhealth@sctv.com.au <mailto:p@sctv.com.au>

Peter Milne
Marketing & Promotions Manager
Southern Cross Television
Ph (03) 6344 0202
Fax (03) 6343 0340
Mob 0418 993157

A Southern Cross Broadcasting Company

Tim Boric
State Production Manager
Southern Cross Tasmania
T: (+61) 03 6344 0311
F: (+61) 03 6343 0324
M: (+61) 0419 177 330

E: limb@setv.com.au
A Southern Cross Broadcasting Company

Southern Cross Television
(NTN) Pty Limited
ABN 63 009 483 587

26 Watchorn Street
Launceston
Tasmania 7250

PO Box 873
Launceston
Tasmania 7250

Telephone 03 6344 0207
Facsimile 03 6363 0340



Southern Cross
TELEVISION

3rd August 2007

Ken Jeffreys
General Manager (Corporate Relations)
GPO Box 207
HOBART TAS 7001

3/6 11007/ 3531

(A)

Dear Ken,

FOREST TELEVISION SERIES

Southern Cross Television is delighted to enter into the arrangement with Forestry Tasmania and we will cover each sub section as per your letter dated 2nd August 2007.

Television series:

The program will be shown somewhere between the hours of 9am and 11am on consecutive Sundays to commence on the 6th January 2008.

The production cost _____, plus the talents costs for Nick Duigan and Andrew Hart of _____ whether it is for 4 or 5 episodes. Their talent fee also includes being involved in two promotional events and the commercials
This brings the total cost to _____

We accept all points made under "Forestry Tasmania undertakes to" and "Southern Cross undertakes to" with the exception of the production costs. You will need to reconsider this.

Three weeks prior to the first program being telecast we will commence a series of "coming soon" station promotions at the rate of 5 per day which will run for two weeks. During the week prior to the first program and the subsequent 4 weeks we will run 10 station promos per day from Tuesday to Saturday inclusive. Tim Boric our State Production Manager will be responsible for the production of the programs.

Southern Cross Television
(SCTV) Pty Limited
ABN 63 009 483 587

36 Watchorn Street
Launceston
Tasmania 7250

PO Box 873
Launceston
Tasmania 7250

Telephone: 03 6344 0202
Facsimile: 03 6343 0340



Please confirm that this meets your expectations and we can then prepare the necessary contracts.

Yours sincerely

Paul Hogan
GENERAL MANAGER
SOUTHERN CROSS TELEVISION



Forestry Tasmania

**FORESTRY TASMANIA
CONSULTANCY AGREEMENT
Version 1.1**

SOUTHERN CROSS TELEVISION (TNT9) PTY. LIMITED
T/a Southern Cross Television
ABN 63 009 483 587, ACN 009 483 587
(The Consultant incl. ABN/ACN)

E208-008
(Contract Number)

Forestry Tasmania
79 Melville Street
Hobart Tasmania 7000.

This Agreement is made on the date specified in Schedule 1 of this Agreement between Forestry Tasmania ABN 91 628 769 359 ("Forestry") and the party named in Schedule 1 as the consultant ("the Consultant").

Forestry wishes to engage the Consultant to provide certain consultancy services, and the Consultant agrees to provide such services, on the following terms and conditions:

INTERPRETATION

1.1 In this Agreement unless the contrary intention appears:-

"Agreement" means this Agreement including Schedules 1, 2, 3 and 4 hercof;

"Business Day" means any day on which banks as defined in the Banking Act 1959 (Commonwealth) are open for business in Hobart;

"Contract Material" means all material brought or required to be brought into existence as part of or for the purposes of producing the Works including but not limited to documents equipment information and data stored by any means;

"The Consultant" shall where the context so admits include servants authorised sub-contractors and agents of the Consultant;

"Consultant Material" means any material provided by or on behalf of the Consultant to Forestry for the purpose of this Agreement including but not limited to documents equipment information and data stored by any means;

"Forestry" shall include servants authorised sub-contractors and agents of Forestry;

"Forestry Material" means any material provided by or on behalf of Forestry to the Consultant for the purpose of this Agreement including but not limited to documents equipment information and data stored by any means;

"Intellectual Property" means all copyright patents registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights referred to in Article 2 of the Convention establishing the World Intellectual Property Organisation (Stockholm, 14th July 1967 - 13 January 1968);

"Liaison Officer" means the person for the time being holding occupying or performing the duties of the office of Forestry specified in Schedule 1 or such other person or persons as Forestry shall approve of;

"Works" means the materials to be produced as described in Schedule 1;

"Writing" and words of like import include typing lithography photography and other modes of representing or reproducing words in a tangible and visible form and "written" has a corresponding meaning;

GENERAL

1.2 In this Agreement unless the contrary intention appears:-

- (i) a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes a recital or schedule;
- (ii) a reference to this Agreement or another instrument is a reference to this Agreement or that other instrument as amended varied novated or substituted from time to time;
- (iii) a reference to a statute ordinance code or other law includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of any of them;
- (iv) a word importing the singular includes the plural and vice versa a word importing a gender includes each other gender and a reference to person includes an individual firm body corporate association (whether incorporated or not) government or governmental semi-governmental or local authority or agency;
- (v) a reference to a person includes the person's executors administrators successors substitutes (including persons taking by novation) transferees and assigns, and;

- (vi) a reference to an act matter or thing includes the whole or any part of that act matter or thing and a reference to a group of acts matters or things or persons includes each act matter or thing or person in that group;
- (vii) where under or pursuant to this Agreement or anything done hereunder the day on or by which any act matter or thing is to be done is not a Business Day such act matter or thing shall be done on the immediately following Business Day;

HEADINGS

- 1.3 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

PRODUCTION OF THE WORKS

- 2 The Consultant shall progress and complete the Works within the period of time set out in Clause 4 herein and to the standards as set out in Schedule 1.

PAYMENT

- 3.1 Subject to the terms and conditions of this Agreement, Forestry shall pay to the Consultant the contract fee specified in Schedule 2.
- 3.2 Where Schedule 2 provides the Consultant is to be paid by progressive instalments Forestry shall be entitled to defer the payment of any instalment until the Consultant has completed to the satisfaction of Forestry the Works or part thereof to which the instalment relates.

TERM OF AGREEMENT

- 4. This Agreement is for the period specified in Schedule 1, providing that in the event that the Works have not been completed by the latter date, the parties may in accordance with clause 23 agree to extend the term of this Agreement.

PERSONAL PERFORMANCE

- 5. The Consultant covenants that the production of the Works shall be personally undertaken by the Consultant (where the Consultant is a natural person) or by such person or persons as Forestry shall approve of in writing and by no other person.

PAYMENT AND SUBMISSION OF REPORTS

- 6. Payments by Forestry pursuant to clause 3 shall be made from time to time and only upon the Liaison Officer being provided with a report on the progress of the Works that report to be in a form approved of by the Liaison Officer and to contain the information reasonably required by the Liaison Officer.

LIAISON OFFICER

- 7. The Consultant shall liaise with the Liaison Officer as reasonably required by the Liaison Officer during the term of this Agreement.

WAIVER OF RIGHTS OF RECOVERY FROM FORESTRY

- 8. The Consultant waives Forestry from any liability to the Consultant for personal injury to or death of the Consultant or for damage to any of the Consultant's property however arising from the carrying out of the Works PROVIDED HOWEVER that this release and indemnity shall not operate to release Forestry from any liability from or attributable to any negligent or wrongful act or omission on the part of Forestry.

INDEMNITIES

9. The Consultant shall keep Forestry indemnified against any legal liability loss claim or proceedings for personal injury to or death of any person or for damage to property however arising from the carrying out of the Works to the extent that such injury death or damage is attributable to any act or omission negligent or otherwise of the Consultant.

INSURANCES

10. Before commencing the Works the Consultant will take out and maintain with an insurance office public risk insurance with an insurer who is registered with the Australian Prudential Regulation Authority (APRA), as required under the Insurance Act 1973, Section 122 to cover liability for personal injury or death or property damage arising from the Consultant's obligations under this Agreement for an amount not less than Five Million Dollars for any one claim or series of claims arising out of one single occurrence AND shall ensure that Forestry's interest is noted on that policy for the entire term of this agreement as set out in Clause 4.

CONTRACT MATERIAL

- 11.1 The title to and property (including all Intellectual Property) in all Contract Material shall vest upon its creation in Forestry, who shall make all Contract Material readily available to the Consultant to the extent necessary to enable the Consultant to perform the Consultant's duties under this Agreement.
- 11.2 On the expiration or earlier termination of this Agreement the Consultant shall forthwith deliver to Forestry all Contract Material in the Consultant's possession or control and if necessary transfer any Intellectual Property to Forestry.
- 11.3 The Consultant shall ensure that the Contract Material is used copied supplied or reproduced only for the purposes of this Agreement.
- 11.4 The Consultant must ensure that all persons it engages to provide the Works are bound by conditions appropriate to effect full compliance with this Clause 11.

FORESTRY MATERIAL

- 12.1 Forestry Material shall remain the property of Forestry and on the expiration or earlier termination of this Agreement the Consultant shall forthwith return to Forestry all Forestry Material the cost of delivery to be met by the Consultant.
- 12.2 Forestry shall inform the Consultant of any Forestry Material in which third parties hold the copyright and of any conditions or limitations attaching to the use thereof as a result of such copyright conditions or limitations; the Consultant shall use Forestry Material only in accordance with the conditions and limitations to which the Consultant is subject.
- 12.3 The Consultant shall be responsible for the safe keeping and maintenance of Forestry Material.

CONSULTANT MATERIAL

- 13.1 Consultant Material shall remain the property of the Consultant and on the expiration or earlier termination of this Agreement Forestry shall forthwith return to the Consultant all Consultant Material the cost of delivery to be met by Forestry.
- 13.2 The Consultant shall inform Forestry of any Consultant Material in which third parties hold the copyright and of any conditions or limitations attaching to the use thereof as a result of such copyright conditions or limitations; Forestry shall use Consultant Material only in accordance with the conditions and limitations to which it is subject.
- 13.3 Forestry shall be responsible for the safe keeping and maintenance of the Consultant Material.

DISCLOSURE OF INFORMATION - THE CONSULTANT

- 14.1 The Consultant agrees that the Consultant will not disclose any Forestry Material or any Contract Material, the context or terms of this Agreement, or any of the terms or context of Contract Material or Forestry Material or any negotiations connected therewith without the prior written consent of Forestry except to the extent that:-

- (i) such information is available to the public generally;
- (ii) the Consultant is required to make such disclosure by law or to make any filing recording or registration required by law;
- (iii) such disclosure is necessary or advisable for the purpose of obtaining any consent authorisation approval or licence from any governmental or public body or authority;
- (iv) it is necessary or expedient that such disclosure be made to any taxation or fiscal authority; or
- (v) such disclosure is made on a confidential basis to the professional advisers of the Consultant for the purpose of obtaining professional advice in relation to this Agreement or the Contract Material or Forestry Material or for the enforcement of any of them or otherwise for the purpose of consulting such professional advisers.

14.2 The Consultant shall ensure that all of the Consultant's servants agents and sub-contractors are aware of and comply with the provisions of clause 14.1.

14.3 The provisions of this clause 14 will survive any termination of this Agreement.

DISCLOSURE OF INFORMATION - FORESTRY

15.1 Forestry agrees that it will not disclose any Consultant Material, the context or terms of this Agreement, or any of the terms or context of Consultant Material or any negotiations connected therewith without the prior written consent of the Consultant except to the extent that:-

- (i) such information is available to the public generally;
- (ii) Forestry is required to make such disclosure by law or to make any filing recording or registration required by law;
- (iii) such disclosure is necessary or advisable for the purpose of obtaining any consent authorisation approval or licence from any governmental or public body or authority;
- (iv) it is necessary or expedient that such disclosure be made to any taxation or fiscal authority; or
- (v) such disclosure is made on a confidential basis to the professional advisers of Forestry for the purpose of obtaining professional advice in relation to this Agreement or Consultant Material or for the enforcement of any of them or otherwise for the purpose of consulting such professional advisers.

15.2 Forestry shall ensure that all of Forestry's servants agents and sub-contractors are aware of and comply with the provisions of clause 15.1.

15.3 The provisions of this clause 15 will survive any termination of this Agreement.

SECURITY AND ACCESS

16.1 The Consultant shall when using any of Forestry's premises or facilities comply with all security and office regulations in effect at those premises or in regard to those facilities as notified by Forestry.

16.2 The Consultant shall at all reasonable times give to the Liaison Officer or to any persons authorised in writing by Forestry access to any premises where the production of the Works are being undertaken and shall allow those persons to inspect the performance of the Works and any Forestry Material, Consultant Material, Contract Material or other material relevant to the Works.

NEGATION OF EMPLOYMENT AND AGENCY

17.1 The Consultant shall not represent that it is an employee or agent of Forestry, and shall ensure that the Consultant's sub-contractors servants and agents do not represent themselves, as being employees or agents of Forestry.

- 17.2 Notwithstanding the degree of direction control or supervision Forestry may directly or indirectly exercise over or in respect of the Consultant in the discharge of duties obligations covenants and undertakings under this Agreement the Consultant shall be deemed to have been and remain an independent contractor.
- 17.3 Forestry shall not in any circumstances of whatever nature stand in the relationship of master and servant to or with the Consultant.
- 17.4 Nothing contained in this Agreement shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between Forestry and the Consultant.

FORCE MAJEURE

- 18.1 Either party may terminate this Agreement by the giving of fourteen (14) Business Days notice to the other party where the performance of that party's obligations has become impossible due to any act unforeseen by both parties at the time of signing this Agreement.
- 18.2 If this Agreement is so terminated Forestry shall only be liable to make payments pursuant to the provisions of clause 3 for services rendered before the effective date of termination. Forestry shall not be liable to make any other payments whatsoever.

TERMINATION BY FORESTRY

- 19.1 If the Consultant fails within ten (10) Business Days after receipt of written notice to remedy any default in the performance of the Consultant's obligations hereunder or is in breach of any of the covenants or conditions herein contained then Forestry may by written notice terminate this Agreement which termination shall be effective immediately upon the Consultant's receipt of that notice and Forestry may then recover from the Consultant any loss or damage suffered by Forestry as a consequence of the Consultant's default which recovery may be effected by way of set-off against any moneys owed by or which become due from Forestry to the Consultant whether under this Agreement or otherwise.
- 19.2 If this Agreement is terminated pursuant to clause 19.1 Forestry (subject to its right of set-off) shall only be liable to make payments pursuant to the provisions of clause 3 hereof for services rendered before the effective date of termination AND shall not be liable to make any other payments whatsoever.
- 19.3 In the event of any partial termination Forestry's liability to pay any amounts hereunder shall in the absence of Agreement to the contrary abate proportionally to the reduction in the production of the Works.

REDUCTION

20. Upon receipt of a notice of termination or money in lieu of such notice the Consultant shall:-
- (i) stop work immediately; or as otherwise specified by any notice; and
 - (ii) take all reasonable steps to minimise loss resulting from that termination and to protect Forestry Material and Contract Material.

WAIVER

21. A waiver by Forestry in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any other existing or subsequent breach.

WHOLE AGREEMENT

22. The terms and conditions contained in this Agreement and its schedules expressly or by statutory implication cover and comprise the whole of the Agreement between the parties hereto.

VARIATION

23. Only mutually agreed written terms in the form of Schedule 4 shall be effective as a variation of the terms and conditions contained in this Agreement and its schedules.

APPLICABLE LAW

24. This Agreement shall be governed by the law for the time being in force in the State of Tasmania and the parties submit to the jurisdiction of the courts of Tasmania.

FORESTRY'S REPRESENTATIVE

25. Forestry may exercise any or all of its powers authorities and discretions hereunder through its nominated permanent officers or such other person or persons or corporations as it may appoint in writing for that purpose.

DISPUTE

26. In the event that any dispute arises between the parties hereto in connection with this Agreement and the obligations of any party hereto the parties shall refer the matter in dispute for resolution:

- (i) by the nominated officer of Forestry and the Consultant, or if agreement is not reached,
- (ii) by a person of appropriate qualifications and experience agreed between them which person shall act as an expert and not as an arbitrator and whose decision shall be final and conclusive and his costs shall be borne as he may direct,
- (iii) or in the absence of agreement the matter in dispute shall be determined pursuant to the provisions of the *Commercial Arbitration Act* 1986 (Tas).

SUB-CONTRACTING AND ASSIGNMENT

27.1 The Consultant shall not without the prior written consent of Forestry sub-contract assign part with or be relieved from any of the Consultant's rights powers and obligations arising under this Agreement.

27.2 Unless otherwise agreed to in writing by Forestry the Consultant shall be fully responsible for the production of the Works notwithstanding that the Consultant has sub-contracted or assigned the production of any part of the Works.

CONFLICT OF INTEREST

28. The Consultant warrants that at the date of this Agreement no conflict of interest exists or is likely to arise in the production of the Works and that if during the term of this Agreement a conflict or risk of conflict of interest arises the Consultant agrees to notify Forestry immediately in writing of that conflict or risk.

NOTICES

29.1 Any notice demand consent in writing or other communication to be given or made under or pursuant to this Agreement shall be deemed to have been duly given or made when hand delivered in writing or sent by prepaid post or by facsimile transmission (to the listed facsimile number) to the party to which such notice or demand or consent is required or permitted to be given or made under this Agreement at the addresses specified in Schedule 1.

29.2 Any notice demand consent in writing or other communication shall be deemed to have been duly served:-

- (i) in the case of hand delivery when delivered;
- (ii) if sent by prepaid post on the third Business Day after the date of posting;
- (iii) if sent by facsimile transmission (provided that the sending facsimile machine produces a print out of the time date and uninterrupted transmission record of the sending of the Notice) upon completion of sending if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located but if not then at 9.00 a.m. on the next following Business Day in such place.

29.3 Any notice demand consent in writing or other communication requiring to be given or made pursuant to this Agreement shall be sufficient if:-

- (i) in the case of Forestry it shall be under the hand of Forestry or its authorised agent or solicitors;
- (ii) in the case of the Consultant under the hand of the Consultant or the Consultant's agent or solicitors.

A printed or copied signature shall be sufficient for the purposes of sending any notice demand consent in writing or other communication by facsimile transmission.

SEVERANCE

- 30.1 If a provision of this Agreement is void or voidable by the Consultant or unenforceable by Forestry but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 30.2 If notwithstanding sub-clause 30.1 a provision of this Agreement is still void or voidable by the Consultant or unenforceable by Forestry:-
 - (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted then that word or those words (as the case may be) are hereby severed; and
 - (b) in any other case the whole provision is hereby severed, and the remainder of this Agreement has full force and effect.

GOODS AND SERVICES TAX / SALES TAX

- 31 The consideration payable for any supply of goods, services or other things under this agreement is exclusive of any goods and services tax ("GST"). Notwithstanding any other term in this Agreement, payments will only be made upon receipt of a complying tax invoice.

EXECUTED AS AN AGREEMENT.

Dated this 16th day of September 2008

The Seal of Forestry Tasmania)
was hereto affixed)
in the presence of-)



Name: Ken Jeffreys Signature: [Signature]
(General Manager, Corporate Relations
and Tourism)

The Consultant:

Name: [Signature] Signature: [Signature]

in the presence of-

Name of Witness: Tim Borkic

Address: 36 Wattleton Street
Launceston
Tasmania

OR

The Company Consultant:

Name: Name:

Signature: Director: Director/Secretary:

Name of Witness: Signature:

Address:

OR

The Company Consultant:

The Seal of ACN)
was hereto affixed in accordance with the)
Memoranda and Articles in the presence of-)

Name: Name:

Signature: Director: Director/Secretary:

SCHEDULE 2

CONTRACT FEE (CLAUSE 3)

(Exclusive of GST)

SCHEDULE 3

ADDITIONAL INSURANCE (CLAUSE 10)

Professional indemnity insurance cover shall be taken out by the Consultant for an amount of not less than Five Million Dollars (\$5 000 000.00) for the duration of this Agreement and continuously for a period of three (3) years following termination of this Agreement.

CONTRACT COVERSHEET

Budget Centre	E2	Contract Number	E208-008			
Contract Type	Consultancy agreements					
Schedule		Original Contract Date	11-Aug-08			
Parties	Southern Cross Television (TNT9) Pty Ltd					
Details	Film, produce & edit 2008/009 series of Going Bush					
Contract Administrator	Joanne Pangrazzi	Liaison Officer	Ken Jeffreys			
		Start date	11-Aug-08			
Expiry Date	28-Feb-09	TRIM Container No.	F83315/2			
Review Type		Review Dates				
1		1				
2		2				
3		3				
4		4				
5		5				
6		6				
7		7				
8		8				
Current Budget Approval						
Budget year	2004/05	2005/06	2006/07	2007/08	2008/09	2009/10
					Yes	Yes
OPEX	CAPEX	→		TOTAL		
Comments						

Liaison Officer

signed

date

[Signature]

Contract Administrator

signed

date

[Signature]

 12/9/08

Responsible Manager endorsement

signed
date

Date Printed

18-Aug-08

Contract Register

CR08/179



Forestry Tasmania
GROWING OUR FUTURE

FORESTRY TASMANIA
CONSULTANCY AGREEMENT
Version 1.1

SOUTHERN CROSS TELEVISION (TNT9) PTY. LIMITED
T/a Southern Cross Television
ABN 63 009 483 587, ACN 009 483 587
(The Consultant incl. ABN/ACN)

.....
(Contract Number)

Forestry Tasmania
79 Melville Street
Hobart Tasmania 7000.

This Agreement is made on the date specified in Schedule 1 of this Agreement between Forestry Tasmania ABN 91 628 769 359 ("Forestry") and the party named in Schedule 1 as the consultant ("the Consultant").

Forestry wishes to engage the Consultant to provide certain consultancy services, and the Consultant agrees to provide such services, on the following terms and conditions:

INTERPRETATION

1.1 In this Agreement unless the contrary intention appears:-

- "Agreement" means this Agreement including Schedules 1, 2, 3 and 4 hercof;
- "Business Day" means any day on which banks as defined in the Banking Act 1959 (Commonwealth) are open for business in Hobart;
- "Contract Material" means all material brought or required to be brought into existence as part of or for the purposes of producing the Works including but not limited to documents equipment information and data stored by any means;
- "The Consultant" shall where the context so admits include servants authorised sub-contractors and agents of the Consultant;
- "Consultant Material" means any material provided by or on behalf of the Consultant to Forestry for the purpose of this Agreement including but not limited to documents equipment information and data stored by any means;
- "Forestry" shall include servants authorised sub-contractors and agents of Forestry;
- "Forestry Material" means any material provided by or on behalf of Forestry to the Consultant for the purpose of this Agreement including but not limited to documents equipment information and data stored by any means;
- "Intellectual Property" means all copyright patents registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights referred to in Article 2 of the Convention establishing the World Intellectual Property Organisation (Stockholm, 14th July 1967 - 13 January 1968);
- "Liaison Officer" means the person for the time being holding occupying or performing the duties of the office of Forestry specified in Schedule 1 or such other person or persons as Forestry shall approve of;
- "Works" means the materials to be produced as described in Schedule 1;
- "Writing" and words of like import include typing lithography photography and other modes of representing or reproducing words in a tangible and visible form and "written" has a corresponding meaning;

GENERAL

1.2 In this Agreement unless the contrary intention appears:-

- (i) a reference to a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes a recital or schedule;
- (ii) a reference to this Agreement or another instrument is a reference to this Agreement or that other instrument as amended varied novated or substituted from time to time;
- (iii) a reference to a statute ordinance code or other law includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of any of them;
- (iv) a word importing the singular includes the plural and vice versa a word importing a gender includes each other gender and a reference to person includes an individual firm body corporate association (whether incorporated or not) government or governmental semi-governmental or local authority or agency;

- (v) a reference to a person includes the person's executors administrators successors substitutes (including persons taking by novation) transferees and assigns, and;
- (vi) a reference to an act matter or thing includes the whole or any part of that act matter or thing and a reference to a group of acts matters or things or persons includes each act matter or thing or person in that group;
- (vii) where under or pursuant to this Agreement or anything done hereunder the day on or by which any act matter or thing is to be done is not a Business Day such act matter or thing shall be done on the immediately following Business Day;

HEADINGS

- 1.3 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

PRODUCTION OF THE WORKS

- 2 The Consultant shall progress and complete the Works within the period of time set out in Clause 4 herein and to the standards as set out in Schedule 1.

PAYMENT

- 3.1 Subject to the terms and conditions of this Agreement, Forestry shall pay to the Consultant the contract fee specified in Schedule 2.
- 3.2 Where Schedule 2 provides the Consultant is to be paid by progressive instalments Forestry shall be entitled to defer the payment of any instalment until the Consultant has completed to the satisfaction of Forestry the Works or part thereof to which the instalment relates.

TERM OF AGREEMENT

4. This Agreement is for the period specified in Schedule 1, providing that in the event that the Works have not been completed by the latter date, the parties may in accordance with clause 23 agree to extend the term of this Agreement.

PERSONAL PERFORMANCE

5. The Consultant covenants that the production of the Works shall be personally undertaken by the Consultant (where the Consultant is a natural person) or by such person or persons as Forestry shall approve of in writing and by no other person.

PAYMENT AND SUBMISSION OF REPORTS

6. Payments by Forestry pursuant to clause 3 shall be made from time to time and only upon the Liaison Officer being provided with a report on the progress of the Works that report to be in a form approved of by the Liaison Officer and to contain the information reasonably required by the Liaison Officer.

LIAISON OFFICER

7. The Consultant shall liaise with the Liaison Officer as reasonably required by the Liaison Officer during the term of this Agreement.

WAIVER OF RIGHTS OF RECOVERY FROM FORESTRY

8. The Consultant waives Forestry from any liability to the Consultant for personal injury to or death of the Consultant or for damage to any of the Consultant's property however arising from the carrying out of the Works PROVIDED HOWEVER that this release and

indemnity shall not operate to release Forestry from any liability from or attributable to any negligent or wrongful act or omission on the part of Forestry.

INDEMNITIES

9. The Consultant shall keep Forestry indemnified against any legal liability loss claim or proceedings for personal injury to or death of any person or for damage to property however arising from the carrying out of the Works to the extent that such injury death or damage is attributable to any act or omission negligent or otherwise of the Consultant.

INSURANCES

10. Before commencing the Works the Consultant will take out and maintain with an insurance office public risk insurance with an insurer who is registered with the Australian Prudential Regulation Authority (APRA), as required under the Insurance Act 1973, Section 122 to cover liability for personal injury or death or property damage arising from the Consultant's obligations under this Agreement for an amount not less than Five Million Dollars for any one claim or series of claims arising out of one single occurrence AND shall ensure that Forestry's interest is noted on that policy for the entire term of this agreement as set out in Clause 4.

CONTRACT MATERIAL

- 11.1 The title to and property (including all Intellectual Property) in all Contract Material shall vest upon its creation in Forestry, who shall make all Contract Material readily available to the Consultant to the extent necessary to enable the Consultant to perform the Consultant's duties under this Agreement.
- 11.2 On the expiration or earlier termination of this Agreement the Consultant shall forthwith deliver to Forestry all Contract Material in the Consultant's possession or control and if necessary transfer any Intellectual Property to Forestry.
- 11.3 The Consultant shall ensure that the Contract Material is used copied supplied or reproduced only for the purposes of this Agreement.
- 11.4 The Consultant must ensure that all persons it engages to provide the Works are bound by conditions appropriate to effect full compliance with this Clause 11.

FORESTRY MATERIAL

- 12.1 Forestry Material shall remain the property of Forestry and on the expiration or earlier termination of this Agreement the Consultant shall forthwith return to Forestry all Forestry Material the cost of delivery to be met by the Consultant.
- 12.2 Forestry shall inform the Consultant of any Forestry Material in which third parties hold the copyright and of any conditions or limitations attaching to the use thereof as a result of such copyright conditions or limitations; the Consultant shall use Forestry Material only in accordance with the conditions and limitations to which the Consultant is subject.
- 12.3 The Consultant shall be responsible for the safe keeping and maintenance of Forestry Material.

CONSULTANT MATERIAL

- 13.1 Consultant Material shall remain the property of the Consultant and on the expiration or earlier termination of this Agreement Forestry shall forthwith return to the Consultant all Consultant Material the cost of delivery to be met by Forestry.
- 13.2 The Consultant shall inform Forestry of any Consultant Material in which third parties hold the copyright and of any conditions or limitations attaching to the use thereof as a

result of such copyright conditions or limitations; Forestry shall use Consultant Material only in accordance with the conditions and limitations to which it is subject.

- 13.3 Forestry shall be responsible for the safe keeping and maintenance of the Consultant Material.

DISCLOSURE OF INFORMATION - THE CONSULTANT

- 14.1 The Consultant agrees that the Consultant will not disclose any Forestry Material or any Contract Material, the context or terms of this Agreement, or any of the terms or context of Contract Material or Forestry Material or any negotiations connected therewith without the prior written consent of Forestry except to the extent that:-
- (i) such information is available to the public generally;
 - (ii) the Consultant is required to make such disclosure by law or to make any filing recording or registration required by law;
 - (iii) such disclosure is necessary or advisable for the purpose of obtaining any consent authorisation approval or licence from any governmental or public body or authority;
 - (iv) it is necessary or expedient that such disclosure be made to any taxation or fiscal authority; or
 - (v) such disclosure is made on a confidential basis to the professional advisers of the Consultant for the purpose of obtaining professional advice in relation to this Agreement or the Contract Material or Forestry Material or for the enforcement of any of them or otherwise for the purpose of consulting such professional advisers.
- 14.2 The Consultant shall ensure that all of the Consultant's servants agents and sub-contractors are aware of and comply with the provisions of clause 14.1.
- 14.3 The provisions of this clause 14 will survive any termination of this Agreement.

DISCLOSURE OF INFORMATION - FORESTRY

- 15.1 Forestry agrees that it will not disclose any Consultant Material, the context or terms of this Agreement, or any of the terms or context of Consultant Material or any negotiations connected therewith without the prior written consent of the Consultant except to the extent that:-
- (i) such information is available to the public generally;
 - (ii) Forestry is required to make such disclosure by law or to make any filing recording or registration required by law;
 - (iii) such disclosure is necessary or advisable for the purpose of obtaining any consent authorisation approval or licence from any governmental or public body or authority;
 - (iv) it is necessary or expedient that such disclosure be made to any taxation or fiscal authority; or
 - (v) such disclosure is made on a confidential basis to the professional advisers of Forestry for the purpose of obtaining professional advice in relation to this Agreement or Consultant Material or for the enforcement of any of them or otherwise for the purpose of consulting such professional advisers.
- 15.2 Forestry shall ensure that all of Forestry's servants agents and sub-contractors are aware of and comply with the provisions of clause 15.1.
- 15.3 The provisions of this clause 15 will survive any termination of this Agreement.

SECURITY AND ACCESS

- 16.1 The Consultant shall when using any of Forestry's premises or facilities comply with all security and office regulations in effect at those premises or in regard to those facilities as notified by Forestry.
- 16.2 The Consultant shall at all reasonable times give to the Liaison Officer or to any persons authorised in writing by Forestry access to any premises where the production of the Works are being undertaken and shall allow those persons to inspect the performance of the Works and any Forestry Material, Consultant Material, Contract Material or other material relevant to the Works.

NEGATION OF EMPLOYMENT AND AGENCY

- 17.1 The Consultant shall not represent that it is an employee or agent of Forestry, and shall ensure that the Consultant's sub-contractors servants and agents do not represent themselves, as being employees or agents of Forestry.
- 17.2 Notwithstanding the degree of direction control or supervision Forestry may directly or indirectly exercise over or in respect of the Consultant in the discharge of duties obligations covenants and undertakings under this Agreement the Consultant shall be deemed to have been and remain an independent contractor.
- 17.3 Forestry shall not in any circumstances of whatever nature stand in the relationship of master and servant to or with the Consultant.
- 17.4 Nothing contained in this Agreement shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between Forestry and the Consultant.

FORCE MAJEURE

- 18.1 Either party may terminate this Agreement by the giving of fourteen (14) Business Days notice to the other party where the performance of that party's obligations has become impossible due to any act unforeseen by both parties at the time of signing this Agreement.
- 18.2 If this Agreement is so terminated Forestry shall only be liable to make payments pursuant to the provisions of clause 3 for services rendered before the effective date of termination. Forestry shall not be liable to make any other payments whatsoever.

TERMINATION BY FORESTRY

- 19.1 If the Consultant fails within ten (10) Business Days after receipt of written notice to remedy any default in the performance of the Consultant's obligations hereunder or is in breach of any of the covenants or conditions herein contained then Forestry may by written notice terminate this Agreement which termination shall be effective immediately upon the Consultant's receipt of that notice and Forestry may then recover from the Consultant any loss or damage suffered by Forestry as a consequence of the Consultant's default which recovery may be effected by way of set-off against any moneys owed by or which become due from Forestry to the Consultant whether under this Agreement or otherwise.
- 19.2 If this Agreement is terminated pursuant to clause 19.1 Forestry (subject to its right of set-off) shall only be liable to make payments pursuant to the provisions of clause 3 hereof for services rendered before the effective date of termination AND shall not be liable to make any other payments whatsoever.
- 19.3 In the event of any partial termination Forestry's liability to pay any amounts hereunder shall in the absence of Agreement to the contrary abate proportionally to the reduction in the production of the Works.

REDUCTION

20. Upon receipt of a notice of termination or money in lieu of such notice the Consultant shall:-
- (i) stop work immediately; or as otherwise specified by any notice; and
 - (ii) take all reasonable steps to minimise loss resulting from that termination and to protect Forestry Material and Contract Material.

WAIVER

21. A waiver by Forestry in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any other existing or subsequent breach.

WHOLE AGREEMENT

22. The terms and conditions contained in this Agreement and its schedules expressly or by statutory implication cover and comprise the whole of the Agreement between the parties hereto.

VARIATION

23. Only mutually agreed written terms in the form of Schedule 4 shall be effective as a variation of the terms and conditions contained in this Agreement and its schedules.

APPLICABLE LAW

24. This Agreement shall be governed by the law for the time being in force in the State of Tasmania and the parties submit to the jurisdiction of the courts of Tasmania.

FORESTRY'S REPRESENTATIVE

25. Forestry may exercise any or all of its powers authorities and discretions hereunder through its nominated permanent officers or such other person or persons or corporations as it may appoint in writing for that purpose.

DISPUTE

26. In the event that any dispute arises between the parties hereto in connection with this Agreement and the obligations of any party hereto the parties shall refer the matter in dispute for resolution:
- (i) by the nominated officer of Forestry and the Consultant, or if agreement is not reached,
 - (ii) by a person of appropriate qualifications and experience agreed between them which person shall act as an expert and not as an arbitrator and whose decision shall be final and conclusive and his costs shall be borne as he may direct,
 - (iii) or in the absence of agreement the matter in dispute shall be determined pursuant to the provisions of the *Commercial Arbitration Act 1986* (Tas).

SUB-CONTRACTING AND ASSIGNMENT

- 27.1 The Consultant shall not without the prior written consent of Forestry sub-contract assign part with or be relieved from any of the Consultant's rights powers and obligations arising under this Agreement.
- 27.2 Unless otherwise agreed to in writing by Forestry the Consultant shall be fully responsible for the production of the Works notwithstanding that the Consultant has sub-contracted or assigned the production of any part of the Works.

CONFLICT OF INTEREST

28. The Consultant warrants that at the date of this Agreement no conflict of interest exists or is likely to arise in the production of the Works and that if during the term of this Agreement a conflict or risk of conflict of interest arises the Consultant agrees to notify Forestry immediately in writing of that conflict or risk.

NOTICES

- 29.1 Any notice demand consent in writing or other communication to be given or made under or pursuant to this Agreement shall be deemed to have been duly given or made when hand delivered in writing or sent by prepaid post or by facsimile transmission (to the listed facsimile number) to the party to which such notice or demand or consent is required or permitted to be given or made under this Agreement at the addresses specified in Schedule 1.
- 29.2 Any notice demand consent in writing or other communication shall be deemed to have been duly served:-
- (i) in the case of hand delivery when delivered;
 - (ii) if sent by prepaid post on the third Business Day after the date of posting;
 - (iii) if sent by facsimile transmission (provided that the sending facsimile machine produces a print out of the time date and uninterrupted transmission record of the sending of the Notice) upon completion of sending if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located but if not then at 9.00 a.m. on the next following Business Day in such place.
- 29.3 Any notice demand consent in writing or other communication requiring to be given or made pursuant to this Agreement shall be sufficient if:-
- (i) in the case of Forestry it shall be under the hand of Forestry or its authorised agent or solicitors;
 - (ii) in the case of the Consultant under the hand of the Consultant or the Consultant's agent or solicitors.

A printed or copied signature shall be sufficient for the purposes of sending any notice demand consent in writing or other communication by facsimile transmission.

SEVERANCE

- 30.1 If a provision of this Agreement is void or voidable by the Consultant or unenforceable by Forestry but would not be void or voidable or unenforceable if it were read down and is capable of being read down it shall be read down accordingly.
- 30.2 If notwithstanding sub-clause 30.1 a provision of this Agreement is still void or voidable by the Consultant or unenforceable by Forestry:-
- (a) if the provision would not be void or voidable or unenforceable if a word or words were omitted then that word or those words (as the case may be) are hereby severed; and
 - (b) in any other case the whole provision is hereby severed, and the remainder of this Agreement has full force and effect.

GOODS AND SERVICES TAX / SALES TAX

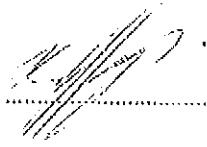
- 31 The consideration payable for any supply of goods, services or other things under this agreement is exclusive of any goods and services tax ("GST"). Notwithstanding any other term in this Agreement, payments will only be made upon receipt of a complying tax invoice.

EXECUTED AS AN AGREEMENT.

Dated this 7th day of August 2007.

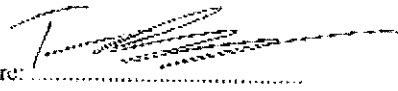
The Seal of Forestry Tasmania)
was hereto affixed)
in the presence of:)

Name: **Ken Jeffreys**
(General Manager, Corporate Relations)

Signature: 

The Consultant:

Name: Tim Boric
State Production MGR.
in the presence of:-

Signature: 

Name of Witness: Craig Davies
Address: 36 Watchorn St
Sth Launceston
7250.



OR

The Company Consultant:

Name:

Name:

Signature: Director:.....

Director/Secretary:.....

Name of Witness:.....

Signature:

Address:

OR

The Company Consultant:

The Seal of ACN)
was hereto affixed in accordance with the)
Memoranda and Articles in the presence of:-)

Name:

Name:

Signature: Director:.....

Director/Secretary:.....

SCHEDULE 1

1. **DATE OF AGREEMENT (FIRST PARAGRAPH):**

2. **FULL NAME OF CONSULTANT (INCLUDING ABN, and ACN IF A COMPANY)(FIRST PARAGRAPH):**

SOUTHERN CROSS TELEVISION (TNT9) PTY. LIMITED
T/a Southern Cross Television
ABN 63 009 483 587, ACN 009 483 587

3. **THE WORKS (CLAUSE 2):**

Production of a five part television series and sponsorship publicity with presenters, coverage and shooting schedule as outlined in Forestry Tasmania letter dated 2 August 2007, as per Appendix 1.

Note the terms of Clause 11.4

4. **PERFORMANCE SPECIFICATIONS/STANDARDS (CLAUSE 2):**

In accordance with the professional standards applicable to the communications, broadcasting and television industry.

Previewing of presentations by Liaison Officer before actual airing of the series

5. **DATE OF COMMENCEMENT (CLAUSE 4)** August 2007

DATE OF COMPLETION February 2008

6. **LIAISON OFFICER (CLAUSE 7):** Ken Jeffreys, General Manager (Corporate Relations) Ph No. 6233 5340

7. **ADDRESSES FOR NOTICES (CLAUSE 29)**

FORESTRY TASMANIA
GPO BOX 207
HOBART TAS 7001

(THE CONSULTANT)

SOUTHERN CROSS TELEVISION (TNT9) PTY. LIMITED
36 Watchorn Street,
South Launceston, TAS 7249

SCHEDULE 2

CONTRACT FEE (CLAUSE 3)

(Exclusive of GST)

SCHEDULE 3

ADDITIONAL INSURANCE (CLAUSE 10)

Professional indemnity insurance cover shall be taken out by the Consultant for an amount of not less than Five Million Dollars (\$5 000 000.00) for the duration of this Agreement and continuously for a period of three (3) years following termination of this Agreement.

SCHEDULE 4

Dated this 7th day of August 2007.

It is hereby agreed:

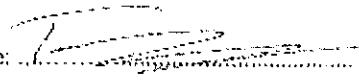
The Seal of Forestry Tasmania)
was hereto affixed)
in the presence of:)

Name: Ken Jeffreys
(General Manager, Corporate Relations)

Signature: 

The Consultant:

Name: Tim Burrell

Signature: 

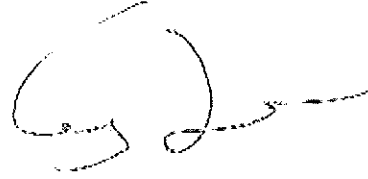
in the presence of:-

Name of Witness: Leah Irving

Address: Wentworth St

St. Lancaster

7250



OR

The Company Consultant:

Name:

Name:

Signature: Director:

Director/Secretary:

Name of Witness:

Signature:

Address:

OR

The Company Consultant:

The Seal of ACN)
was hereto affixed in accordance with the)
Memoranda and Articles in the presence of-)

Name:

Name:

Signature: Director:

Director/Secretary: