IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL COURT

LIST E

No 7114 of 2009

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)

ACN 092 311 469

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION) ACN 092 311 469 IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE 2007 TIMBERCORP OLIVE PROJECT (ARSN 123 155 715)
First Plaintiff

MARK ANTHONY KORDA and LEANNE CHESSER
Second and Third Plaintiffs

SUPPLEMENTARY AND REPLY AFFIDAVIT OF MARK ANTHONY KORDA

2007 TIMBERCORP OLIVE PROJECT (ARSN 123 155 715)

Date of document: 9 July 2009
Filed on behalf of: the Plaintiffs
Prepared by:
Arnold Bloch Leibler
Lawyers and Advisers
Level 21
333 Collins Street
MELBOURNE 3000

Solicitor's Code: 54
DX 38455 Melbourne
Tel: 9229 9999
Fax: 9229 9900
Ref: 011499489
(Leon Zwier)

I, **MARK ANTHONY KORDA**, of Level 24, 333 Collins Street, Melbourne, in the state of Victoria, Chartered Accountant, SAY ON OATH that:

1 I am the liquidator of the first plaintiff Timbercorp Securities Limited (**TSL**) with Leanne Kylie Chesser. Except where I otherwise indicate, I make this affidavit from my own knowledge. Where I depose to matters from information or belief, I believe those matters to be true. I am authorised by Ms Chesser to make this affidavit on her behalf. References in this affidavit to "we", "us", "our" or "ourselves" are references to Ms Chesser and me.

MK

CP

2 On 23 April 2009, we were appointed as voluntary administrators of TSL pursuant to section 436A of the *Corporations Act 2001 (Cth)* (**Act**). Other partners of KordaMentha Pty Ltd (ACN 100 169 391) (**KordaMentha**) and I were appointed as voluntary administrators of Timbercorp Limited (ACN 055 185 067) (**Timbercorp)** and 39 of its wholly owned subsidiaries (**Timbercorp Group Companies**).

3 On 29 June 2009 the voluntary administrators convened a meeting of the creditors of TSL and a separate meeting of the creditors of Timbercorp Group Companies. The creditors resolved to wind up TSL and the Timbercorp Group Companies respectively. I am therefore now a liquidator of TSL.

4 I make this affidavit to supplement my previous affidavit regarding the 2007 Timbercorp Olive Project (ARSN 123 155 715) (**2007 Olive Scheme Affidavit**). I also make this affidavit to reply to the affidavit of Paul Miller sworn 3 July 2009 and filed in this proceeding (**Miller Affidavit**).

5 In my 2007 Olive Scheme Affidavit I defined terms for certain entities and agreements and I adopt the same defined terms in this affidavit.

6 **Month by Month Cashflow Analysis**

6.1 In my 2007 Olive Scheme Affidavit I did not provide detailed analysis of the projected month-by-month cashflow of the 2007 Olive Scheme for the 2010 Harvest Result. My staff have now collated this information using Timbercorp management data. My staff have prepared a spreadsheet detailing the projected cashflow, including receipts, costs and distributions, for the 2010 Harvest Result (**Cashflow Analysis**). Now produced and shown to me marked **MAK-12** is the Cashflow Analysis. The first Cashflow Analysis is for the 2007 Olive Early project and the second for the 2007 Olive Post June project (**Projects**).

6.2 Some obligations to provide scheme services, such as capital expenditure for water, lie contractually with a Timbercorp Group Company rather than TSL. Those Timbercorp Group Companies are unable to meet their obligations due to their insolvency. It is therefore assumed for the purpose of the analysis that TSL will step in to ensure the services are provided to facilitate the continuation of the scheme. It is necessary to look through to the obligations that the Timbercorp Group has with various external service providers. If these obligations are not met by TSL then the scheme cannot continue.

MK

CL

6.3 The Cashflow Analysis shows the timing of scheme receipts and expenses. It shows that the expenses the 2007 Olive Scheme incurs are not matched to when those costs can be recovered from the Growers. To demonstrate this, the Cashflow Analysis shows when receipt of proceeds from crop sales and Grower receipts are projected to occur. The projection is based on Timbercorp management's estimate of when crop sale proceeds are received and historical data of the timing and percentage of Grower receipts across the months of the 2010 Harvest Result. (This is explained in more detail at paragraph 7.6 below). These estimates are compared to estimates of when the operating costs of the scheme need to be met.

7 Monthly Scheme Receipts

Crop Sale Proceeds

7.1 The first line of the Cashflow Analysis shows the estimated gross sale proceeds for the 2010 Harvest Result. This assumes that all of the 2010 Harvest Result proceeds are received in financial years after the 2009-2010 financial year (**FY10**). This is because the harvest does not end until June each year and historically proceeds are received in the financial years following the harvest.

7.2 The next line is a deduction from the Gross Grower Proceeds for what Timbercorp Management refer to as "Sales and Related Costs". These are deducted, pursuant to clause 11.3(d) of the Grower Agreement (exhibited as MAK-5 to my 2007 Olive Scheme Affidavit) before they are paid to TSL.

7.3 The Cashflow Analysis does not incorporate any of the anticipated distributions to Growers from the 2008 and 2009 crops. I believe based on legal advice and the observations made by Finkelstein J in the Federal Court of Australia No. VID 332 of 2009 and No. VID 335 of 2009 on 7 May 2009 (transcript exhibited as MAK-12 to my 2001 Almond Scheme Affidavit) that these proceeds are an entitlement of the Growers unless stated in the Key Scheme Documents and not otherwise available to meet working capital requirements of the Scheme. Other than the fees that TSL is entitled to deduct pursuant to the Key Scheme Documents before distribution of the balance to the Growers, I believe there are no provisions to retain these funds to meet working capital requirements.

7.4 The Cashflow Analysis does not include prior years' crop sale proceeds of Growers who have defaulted on their obligation to pay. The Constitution (exhibited as MAK-1 to my 2007 Olive Scheme Affidavit) states that TSL is entitled to use the defaulting

MK

Ce

Grower's prior year proceeds to satisfy the Grower's obligations, as set out in clause 13.7 of the Constitution. Defaulting Grower's crop sale proceeds are receipted to reimburse TSL (and form an asset of TSL available for all of its creditors). The surplus (if any) is paid to the Grower. The defaulting Grower's crop proceeds are not therefore part of the Cashflow Analysis as they are not a 2007 Olive Scheme asset.

Grower Scheme Costs

7.5 The Cashflow Analysis shows another line of estimated scheme receipts from the Growers paying invoices for scheme costs. This is shown on the line "Grower Scheme Costs" and includes the "Admin Fee", "Farm Operating Costs", "Technical Fee", "BB Management Fee", "Temp Water", "Licence Fee" and "AOA Levy". These costs are explained in paragraphs 6 and 9 of my 2007 Olive Scheme Affidavit. At paragraph 4.1(d) of exhibit PM-1 to the Miller Affidavit, Mr Miller questions how the licence fee is calculated. This fee is explained at paragraph 9.7(g) of my 2007 Olive Scheme Affidavit but I give further explanation at paragraph 8.4 below. The Grower Scheme Costs are shown as received from October 2009 to March 2010. This is because in accordance with the Grower Agreement, Growers can only be invoiced once each year. For the 2007 Olive Scheme Growers are required to pay by 31 October each year (clause 11 Grower Agreement).

7.6 The analysis assumes that 33.9% of Growers will pay their invoices by 31 October 2009, 37.0% in November, 10.6% in December, 3.0% in January, 5.1% in February and 2.1% in March or April and that 8.3% will not pay their invoices at all. I am informed by Mark Pryn, General Manager, Accounting and Treasury of Timbercorp and believe that this reflects the actual timing of receipts by value issued to Growers in October 2008 for all TSL schemes (with the exception of the 1998 and 1999 Eucalypt Schemes which are invoiced in May of each year and the Table Grape Schemes which were not invoiced at all in October 2008). The Cashflow Analysis assumes that if invoices are raised in October 2009 that the same pattern of receipts would be observed.

7.7 The actual pattern is likely to be different given the liquidation of TSL and the Timbercorp Group Companies. As I discuss in paragraph 10 of my 2007 Olive Scheme Affidavit, we consider that some Growers would default on payment of the scheme costs if they were invoiced and that the proportion of defaulting Growers is likely to increase (compared to the number of defaults on invoices raised in October 2008) given the liquidation of TSL and the Timbercorp Group Companies. I also note

MK

ag

that for any Growers who do default on their obligations, TSL has to bear the burden of meeting their costs until such time as the crop sale proceeds are receipted (from Post June 2010). In the interim, TSL does not have the working capital to fund these Growers' obligations.

Deductions from Crop Sale Proceeds

7.8 The other source of estimated scheme receipts is the deductions that TSL is entitled to make before distributing the "Total Grower Proceeds". These deductions are shown in the line "Deductions from Crop Proceeds". For the 2007 Olive Scheme, TSL is entitled to deduct from Grower proceeds what Timbercorp management refer to as the "TIM Management Fee". The entitlement to deduct "TIM Management Fee" in clause 11 of the Grower Agreement. This deduction from crop sale proceeds only occurs from post-June 2010 when the first sale proceeds are projected to be receipted.

7.9 The Cashflow Analysis assumes that only Growers who pay their invoices will receive a distribution of crop sale proceeds. We have assumed (as discussed in paragraph 7.6 above) that 8.3% of Growers will default on their obligation to pay. Accordingly the Cashflow Analysis assumes that only 91.7% of "Total Grower Proceeds" will be distributed to Growers.

8 Monthly Scheme Costs & Distributions

8.1 Costs to an equivalent amount to the "TIM Management Fee" and the "Admin Fee" charged to Growers could have been shown as incurred across the 2010 Harvest Year as, arguably, the Timbercorp Group are incurring these costs over the course of the year in the provision of the necessary corporate services (for example for finance, Grower management, information technology, communications, horticultural and legal services), not just when they are entitled to invoice Growers. For simplicity we have chosen not to allocate a share of these fees across the 2010 Harvest Year and have instead assumed that the cost is incurred when crop proceeds are received. We note that if this allocation method was applied to all TSL schemes the Timbercorp Group Companies would be required to fund any working capital requirements arising from the need to provide corporate services prior to the "Admin Fee" being recovered from Grower invoices or the "TIM Management Fee" being recovered from crop proceeds.

8.2 Operating Costs - BBMB invoices OML (a Timbercorp Group Company) monthly in advance for operating costs. Timbercorp holds 19.4% of the shares in BBMB's parent company Boundary Bend Limited (ACN 115 131 667) but BBMB is not one of the Timbercorp Group Companies. These costs must be paid as they fall due to continue the scheme. OML is in liquidation and is unable to meet this cost. As such, the Cashflow Analysis shows the obligation falling to TSL. This gives rise to a working capital requirement to the extent the costs are incurred before they are recoverable from Growers. Phasing of costs across the year are based on Timbercorp management's estimates of when costs are incurred.

8.3 Temporary water - Timbercorp management have estimated when temporary water for the 2010 crop will be required. If temporary water is not purchased the olive trees cannot be fully irrigated and there will be no, or reduced, crop yield and the olive trees will be damaged or die. OML is in liquidation and unable to meet this cost. As such, the cashflow shows the obligation falling to TSL. This gives rise to a working capital requirement to the extent the costs are incurred before they are recoverable from Growers.

8.4 Occupancy Cost - The Land for the 2007 Olive Scheme is the subject of a chain of occupancy agreements pursuant to which licence fees or rental is paid (including the Grower's "licence fee" shown in the Solvency Analysis). This chain is described in paragraph 5.2(d) and (e) of my 2007 Olive Scheme Affidavit. The liquidator's solicitors have also prepared a summary of the chain of occupancy agreements and the amount payable under each (**Occupancy Summary**). Now produced and shown to me marked **MAK-13** is the Occupancy Summary. There are two leases, both between TSL and a Timbercorp Group Company (the Landowner), collectively referred to as the Head Lease. The occupancy costs are therefore only included in the line "Occupancy Cost - Internal" and the line "Occupancy Cost - External" is zero. TSL is only obliged to "pass through" to the Landowner the amount of rent TSL receives from the Growers pursuant to the Sub-Lease. As such the Cashflow Analysis shows the "Occupancy Cost - Internal" arising only as monies are receipted from the Growers included in the line "Grower Scheme Costs". The Cashflow Analysis does not represent the fact that the Land is encumbered by a mortgage (as discussed in paragraph 15 of my 2007 Olive Scheme Affidavit). As such the Cashflow Analysis understates the true cost of operating the 2007 Olive Scheme by the amount required to maintain the Timbercorp Group Companies' interest in the Land.

8.5 Water and non-Water Capital Expenditure - Toby Smith, Operations Manager (Horticulture) of Timbercorp has informed me that permanent water and irrigation

MK

CG

infrastructure is required to be readied for the high water use periods of spring and summer. This advice is the basis of the phasing of capital expenditure requirements for the 2007 Olive Scheme. As such the analysis spreads capital expenditure equally over August, September and October in preparation for the high water use periods. The analysis assumes that TSL will have to step in for the Landowner as it will be unable to meet this commitment.

Net Operating Cashflow

8.6 The analysis of the estimated 2010 Harvest Result on a month-by-month basis identifies a shortfall from July to September 2009. It shows that during this period there will be an estimated "Cumulative Scheme Cashflow - Before CAPEX" of $480,000 for the 2007 Olive Early and $110,000 for the 2007 Olive Post June (**Shortfall**). The Shortfall cannot be funded by the Growers as they are not required to pay before 31 October 2009 and TSL does not have the capacity to meet the Shortfall. The 2007 Olive Scheme is therefore insolvent.

8.7 Furthermore, to the extent that additional capital expenditure is required (that cannot be recovered from Growers under the Key Scheme Documents) TSL's "Cumulative Net Cashflow" deficit to the end of September 2009 is estimated at $2,744,000 ($2,233,000 for the 2007 Olive Early and $511,000 for the 2007 Olive Post June) (**Shortfall with CAPEX**).

8.8 In summary, the analysis suggests that the 2007 Olive Scheme is insolvent because:

a) There is an estimated "Cumulative Scheme Cashflow - Before CAPEX" deficit of $590,000 to the end of September 2009; and

b) TSL does not have the capacity to fund the capital expenditure of $2,156,000 identified as necessary to the end of September 2009.

8.9 In other words the 2007 Olive Scheme cannot meet these expenses as they fall due for payment.

Additional Analysis

8.10 The Timbercorp Group had planned on acquiring permanent water rights to the value detailed in the "Water – Capital Expenditure" line of the Cashflow Analysis. An alternative approach would be to defer the acquisition of permanent water rights and replace it with additional temporary water for the 2010 crop. The cost of acquiring additional temporary water is detailed in the Cashflow Analysis, in the penultimate

rk

alu

line. The net impact on the 2010 Harvest Result of purchasing additional temporary water, rather than acquiring permanent water, would be to reduce the cash required over the 2010 Harvest Result by $2,643,000 ($2,151,000 for the 2007 Olive Early and $492,000 for the 2007 Olive Post June). This is arrived at by subtracting the total "Water – Capital Expenditure" and adding instead the total "Alternative: Replace PWR water with Temp Water".

9 Miller Affidavit

9.1 Mr Miller has identified an error at paragraph 9.3(b) of my 2007 Olive Scheme Affidavit where the forecast yield for 2010 is incorrectly identified as 1,053,837 litres for the 2007 Olive Early Project and 14,484 litres for the 2007 Olive Post June Project. The forecast, based on the information in the Solvency Spreadsheet, is in fact 609,328 litres for the 2007 Olive Early Project and 139,346 litres for the 2007 Olive Post June Project. The table should therefore say:

Crop Year	**2008**	**2009***	**2010***
Yield (Litres) 2007 Early	9,767	295,763	609,328
Yield (Litres) 2007 Post June		67,637	139,346
*Forecast			

9.2 The figures in the Solvency Analysis are however correct, the error is only at paragraph 9.3(b) of my affidavit.

9.3 Exhibited as PM-1 is a report prepared by Mr Miller reviewing the assumptions and variables in the Solvency Analysis and Viability Analysis in my 2007 Olive Scheme Affidavit (**Report**).

9.4 Mr Miller questions three variables in the Solvency Analysis and Viability Analysis:

(a) He observes at page 2 of the Report that he has assumed an extraction rate of 18% oil volume per tonne of olives. Toby Smith, Operations Manager (Horticulture) of Timbercorp has informed me that the estimated extraction rate of oil volume per tonne of olives is 18.5%;

(b) He questions why "despite there being up to 7 years difference in the time of planting of the trees, that there are only up to 2 years difference in the assumed time to maturity of the orchards" (page 3). Toby Smith, Operations Manager (Horticulture of Timbercorp has informed me that the estimate for the orchard maturity for the 2007 Olive Scheme is based on a combination of historical performance and input from Timbercorp's site managers on future performance. There are a range of reasons that the orchards are estimated to mature at similar times. These include differences in orchard establishment techniques, storm damage to earlier orchards setting production back, change in pollination design on earlier orchards and biannual bearing;

(c) He questions the price of $350/ML assumed in the Solvency Analysis and states that "when [permanent water] allocations increase the price reduces markedly". Toby Smith, Operations Manager (Horticulture) of Timbercorp has told me that the average price for water over the last 12 months was $353/ML (ranging from $270-$580). We accept that the price per mega litre will probably decrease if permanent water allocations increase (decrease in demand from all purchasers will lower the price). However, TSL will not need to purchase as much water and therefore any decrease in the price per mega litre will have less impact on the overall solvency of the scheme.

9.5 The primary conclusion of the Report is that "operating costs are well above industry norms" (paragraph 4.2, page 6). I cannot offer an opinion on whether the operating costs are or are not above industry norms. They are the operating costs that are provided for in the Key Scheme Documents and other agreements between TSL, Timbercorp, the Timbercorp Group Companies and other parties for the provision of scheme services. TSL is insolvent and cannot provide the working capital to meet those costs. It is the inability to finance that working capital that, along with the reasons referred to in my 2007 Olive Scheme Affidavit, leads us to the conclusion that the 2007 Olive Scheme is insolvent. Any replacement RE would need the financial strength to be able to meet the immediate working capital requirements. No potential replacement RE that has approached us has confirmed it has the financial strength to meet those requirements.

9.6 Even if a new responsible entity was appointed on the basis that it would:

(a) seek an amendment to the Constitution to accelerate and increase Grower's payment obligations; and

rk

rlh

(b) seek contracts with other scheme service providers or renegotiate existing contracts —

it will take time for the necessary amendments to be made and payments to be received. Working capital will be required in the interim or the crop will waste and therefore any replacement responsible entity will need immediate access to cash.

9.7 While it is ultimately a decision for the Growers as to whether or not they would prefer to have a replacement RE, we are obliged to act in the Growers' best interests. We are concerned to ensure that the Growers understand the risk of a new responsible entity being appointed that renders invoices to Growers but then, because it lacks the requisite financial strength, is unable to meet the working capital requirements of the scheme.

SWORN by the abovenamed deponent at)
Melbourne in the State of Victoria)
this 9 day of July)

M. Horde

Before me: Chantal Encavey

CHANTAL ENCAVEY
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

r43.06

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL COURT

LIST E

No 7114 of 2009

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)

ACN 092 311 469

TIMBERCORP SECURITIES LIMITED
(IN LIQUIDATION) ACN 092 311 469
IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE
2007 TIMBERCORP OLIVE PROJECT (ARSN 123 155 715)
First Plaintiffs

MARK ANTHONY KORDA and LEANNE KYLIE CHESSER
Second and Third Plaintiffs

CERTIFICATE IDENTIFYING EXHIBIT

Date of document: 9 July 2009
Filed on behalf of: the Plaintiffs
Arnold Bloch Leibler
Lawyers and Advisers
Level 21
333 Collins Street
MELBOURNE 3000

Solicitor's Code: 54
DX 38455 Melbourne
Tel: 9229 9999
Fax: 9229 9900
Ref: 011499489
(Leon Zwier)

This is the exhibit marked "**MAK-12**" now produced and shown to **MARK ANTHONY KORDA** at the time of swearing his affidavit on 9 July 2009.

Before me: ....

CHANTAL ENCAVEY
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Exhibit "MAK-12"
Cashflow Analysis

2007 Olive Project	Jul-09 ($'000)	Aug-09 ($'000)	Sep-09 ($'000)	Oct-09 ($'000)	Nov-09 ($'000)	Dec-09 ($'000)	Jan-10 ($'000)	Feb-10 ($'000)	Mar-10 ($'000)	Apr-10 ($'000)	May-10 ($'000)	Jun-10 ($'000)	Post Jun-10 ($'000)	**Total ($'000)**
Boundary Bend Groves														
Gross Sales													2,894	**2,894**
less: Sales & Related Costs													(123)	(123)
Growers Net Proceeds	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,772**	**2,772**
TIM Mgmt Fee													(101)	(101)
Admin Fee													(187)	(187)
Farm Operating Costs	(100)	(77)	(128)	(166)	(172)	(160)	(188)	(157)	(116)	(359)	(321)	(122)	(978)	(3,043)
Technical Fee	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	0	(81)
BB Management Fee	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	(15)	0	(183)
Temp Water	0	(15)	(94)	(56)	(133)	(143)	(95)	(28)	(38)	0	0	0	0	(602)
Occupancy Costs - Internal	0	0	0	0	0	(451)	(492)	(141)	(40)	(68)	(28)	0	0	(1,220)
Occupancy Costs - External	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenditure	**(122)**	**(114)**	**(244)**	**(244)**	**(327)**	**(775)**	**(798)**	**(348)**	**(217)**	**(449)**	**(371)**	**(144)**	**(1,265)**	**(5,418)**
Net Operating Cashflow	**(122)**	**(114)**	**(244)**	**(244)**	**(327)**	**(775)**	**(798)**	**(348)**	**(217)**	**(449)**	**(371)**	**(144)**	**1,506**	**(2,647)**
Cumulative Operating Cashflow - Before CAPEX	**(122)**	**(236)**	**(480)**	**(724)**	**(1,051)**	**(1,827)**	**(2,624)**	**(2,973)**	**(3,189)**	**(3,639)**	**(4,009)**	**(4,153)**	**(2,647)**	**(2,647)**
Project Receipts & Distributions - TSL														
Grower Scheme Costs	0	0	0	1,803	1,967	564	160	271	112	0	0	0	0	**4,876**
Distributions to Growers	0	0	0	0	0	0	0	0	0	0	0	0	(2,654)	**(2,654)**
Deductions from Crop Proceeds	0	0	0	0	0	0	0	0	0	0	0	0	223	**223**
Net Project Receipts & Distributions - TSL	**0**	**0**	**0**	**1,803**	**1,967**	**564**	**160**	**271**	**112**	**0**	**0**	**0**	**(2,431)**	**2,445**
Net Scheme Cashflow - Before CAPEX	**(122)**	**(114)**	**(244)**	**1,559**	**1,640**	**(212)**	**(638)**	**(77)**	**(105)**	**(449)**	**(371)**	**(144)**	**(924)**	**(201)**
Cumulative Scheme Cashflow - Before CAPEX	**(122)**	**(236)**	**(480)**	**1,079**	**2,719**	**2,507**	**1,869**	**1,792**	**1,687**	**1,238**	**867**	**723**	**(201)**	**(201)**
Water - Capital Expenditure	0	(763)	(763)	(763)	0	0	0	0	0	0	0	0	0	(2,290)
Non-Water - Capital Expenditure	0	(113)	(113)	(113)	0	0	0	0	0	0	0	0	0	(340)
2010 Capital Expenditure	**0**	**(877)**	**(877)**	**(877)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(2,630)**
Net Op Cashflow (after Receipts and CAPEX)	**(122)**	**(991)**	**(1,120)**	**682**	**1,640**	**(212)**	**(638)**	**(77)**	**(105)**	**(449)**	**(371)**	**(144)**	**(924)**	**(2,831)**
Cumulative Net Cashflow	**(122)**	**(1,113)**	**(2,233)**	**(1,552)**	**88**	**(123)**	**(761)**	**(838)**	**(943)**	**(1,393)**	**(1,763)**	**(1,907)**	**(2,831)**	**(2,831)**
Additional Information														
Alternative: Replace PWR water with Temp Water	0	(4)	(22)	(13)	(31)	(33)	(22)	(6)	(9)	0	0	0	0	**(139)**
JV Partner: Unfunded share of operating deficit	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**

2007PJ Olive Project	Jul-09 ($'000)	Aug-09 ($'000)	Sep-09 ($'000)	Oct-09 ($'000)	Nov-09 ($'000)	Dec-09 ($'000)	Jan-10 ($'000)	Feb-10 ($'000)	Mar-10 ($'000)	Apr-10 ($'000)	May-10 ($'000)	Jun-10 ($'000)	Post Jun-10 ($'000)	**Total ($'000)**
Boundary Bend Groves														
Gross Sales													662	**662**
less: Sales & Related Costs													(28)	(28)
Growers Net Proceeds	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**634**	**634**
TIM Mgmt Fee													(23)	(23)
Admin Fee													(43)	(43)
Farm Operating Costs	(23)	(18)	(29)	(38)	(39)	(36)	(43)	(36)	(27)	(82)	(73)	(28)	(224)	(696)
Technical Fee	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	0	(19)
BB Management Fee	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	0	(42)
Temp Water	0	(4)	(21)	(13)	(30)	(33)	(22)	(6)	(9)	0	0	0	0	(138)
Occupancy Costs - Internal	0	0	0	0	0	(103)	(113)	(32)	(9)	(16)	(6)	0	0	(279)
Occupancy Costs - External	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenditure	**(28)**	**(26)**	**(56)**	**(56)**	**(75)**	**(177)**	**(182)**	**(80)**	**(50)**	**(103)**	**(85)**	**(33)**	**(289)**	**(1,239)**
Net Operating Cashflow	**(28)**	**(26)**	**(56)**	**(56)**	**(75)**	**(177)**	**(182)**	**(80)**	**(50)**	**(103)**	**(85)**	**(33)**	**344**	**(605)**
Cumulative Operating Cashflow - Before CAPEX	**(28)**	**(54)**	**(110)**	**(166)**	**(240)**	**(418)**	**(600)**	**(680)**	**(729)**	**(832)**	**(917)**	**(950)**	**(605)**	**(605)**
Project Receipts & Distributions - TSL														
Grower Scheme Costs	0	0	0	412	450	129	36	62	26	0	0	0	0	**1,115**
Distributions to Growers	0	0	0	0	0	0	0	0	0	0	0	0	(607)	**(607)**
Deductions from Crop Proceeds	0	0	0	0	0	0	0	0	0	0	0	0	51	**51**
Net Project Receipts & Distributions - TSL	**0**	**0**	**0**	**412**	**450**	**129**	**36**	**62**	**26**	**0**	**0**	**0**	**(556)**	**559**
Net Scheme Cashflow - Before CAPEX	**(28)**	**(26)**	**(56)**	**356**	**375**	**(48)**	**(146)**	**(18)**	**(24)**	**(103)**	**(85)**	**(33)**	**(211)**	**(46)**
Cumulative Scheme Cashflow - Before CAPEX	**(28)**	**(54)**	**(110)**	**247**	**622**	**573**	**427**	**410**	**386**	**283**	**198**	**165**	**(46)**	**(46)**
Water - Capital Expenditure	0	(175)	(175)	(175)	0	0	0	0	0	0	0	0	0	**(524)**
Non-Water - Capital Expenditure	0	(26)	(26)	(26)	0	0	0	0	0	0	0	0	0	**(78)**
2010 Capital Expenditure	**0**	**(201)**	**(201)**	**(201)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**(602)**
Net Op Cashflow (after Receipts and CAPEX)	**(28)**	**(227)**	**(256)**	**156**	**375**	**(48)**	**(146)**	**(18)**	**(24)**	**(103)**	**(85)**	**(33)**	**(211)**	**(648)**
Cumulative Net Cashflow	**(28)**	**(255)**	**(511)**	**(355)**	**20**	**(28)**	**(174)**	**(192)**	**(216)**	**(319)**	**(403)**	**(436)**	**(648)**	**(648)**
Additional Information														
Alternative: Replace PWR water with Temp Water	0	(1)	(5)	(3)	(7)	(8)	(5)	(1)	(2)	0	0	0	0	**(32)**
JV Partner: Unfunded share of operating deficit	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**

r43.06

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL COURT

LIST E

No 7114 of 2009

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)

ACN 092 311 469

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION) ACN 092 311 469 IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE 2007 TIMBERCORP OLIVE PROJECT (ARSN 123 155 715)
First Plaintiffs

MARK ANTHONY KORDA and LEANNE KYLIE CHESSER
Second and Third Plaintiffs

CERTIFICATE IDENTIFYING EXHIBIT

Date of document: 9 July 2009
Filed on behalf of: the Plaintiffs

Arnold Bloch Leibler
Lawyers and Advisers
Level 21
333 Collins Street
MELBOURNE 3000

Solicitor's Code: 54
DX 38455 Melbourne
Tel: 9229 9999
Fax: 9229 9900
Ref: 011499489
(Leon Zwier)

This is the exhibit marked "**MAK-13**" now produced and shown to **MARK ANTHONY KORDA** at the time of swearing his affidavit on 9 July 2009.

Before me: ....

CHANTAL ENCAVEY
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Exhibit "MAK-13"
Occupancy Summary

TIMBERCORP

2007 OLIVE SCHEME: SUMMARY OF RENTAL PAYMENT OBLIGATIONS

Lease Agreement	Doc ID	When is rent payable?	Amount payable
Lease - Suttons Top between Olives (Lessor) and TSL (Lessee)	O 2007 004	TSL must pay Olives the Rent (by instalments if appropriate) within 60 days of the date on which TSL receives the rent from the Growers under the Sub-lease (cl 3.1)	The amount of rent (on a GST exclusive basis) that the Lessee receives from the Growers under the Sub-lease (Suttons) (clause 3.1) When paying rent, TSL must also pay GST on the Rent (cl 3.2)
Lease - Anderson Top between Olives (Lessor) and TSL (Lessee)	O 2007 004A	TSL must pay Olives the Rent (by instalments if appropriate) within 60 days of the date on which TSL receives the rent from the Growers under the Sub-lease (cl 3.1)	$1,072,000 pa (coverpage) The amount of rent (on a GST exclusive basis) that the Lessee receives from the Growers under the Sub-lease (Anderson's Top 7) (clause 3.1)
Sub-lease between TSL (Lessor), Olives (Land Owner) and Participant Growers (Lessees) for 2007 Timbercorp Olive Project	O 2007 005	Growers must pay rent to TSL by 31 October in respect of rent for each financial year (cl 7.1)	$545.45 per Grovelot for the financial year ending 30 June 2010 $624.55 per Grovelot for the financial year ending 30 June 2011 $877.86 per Grovelot for the financial year ending 30 June 2012 $900 per Grovelot for the financial year ending 30 June 2013 and each subsequent year indexed from 31 October 2013 against an aggregate CPI calculated by reference to the formula in clause 1.1 (cl 7.1 and 1.1)