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From
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Date
8/10/2009
Time 9.02 am

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No of pages
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To
Bridget Slocum

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Our Ref PGJ:EXB:5549616

Dear Bridget

**Plantation Land Limited (PLL) ats Timbercorp Limited (in liquidation) (Timbercorp) &
Timbercorp Securities Limited (in liquidation) (TSL)
Supreme Court Proceeding No 8870 of 2009**

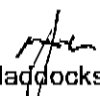
We attach, by way of service, Request for Further and Better Particulars of the Plaintiffs' Amended Statement of Claim, dated 8 October 2009.

This document is being transmitted to facsimile number (03) 9916 9358 from facsimile number (03) 9288 0666.

Please contact Libby Batchelor on 03 8615 0351 in the event of any problem in transmission of the attached document.

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Yours faithfully


Maddocks

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

LIST B
No. 8870 of 2009

BETWEEN

TIMBERCORP LIMITED (IN LIQUIDATION)
ACN 055 185 067

First Plaintiff

and

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469

Second Plaintiff

and

PLANTATION LAND LIMITED ACN 090 443 333

Defendant

**REQUEST FOR FURTHER AND BETTER PARTICULARS OF THE PLAINTIFFS'
AMENDED STATEMENT OF CLAIM**

Date of document: 8 October 2009

Filed on behalf of: the defendant

Prepared by:

Maddocks

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Attention: Marelda Hibberd

E-mail Address: marelda.hibberd@maddocks.com.au

TAKE NOTICE THAT the defendant requests that by 10 October 2009 the plaintiffs provide the following further and better particulars of their amended statement of claim dated 5 October 2009:

AND TAKE NOTICE THAT:

A. Wherever "the usual particulars" are sought of any agreement, arrangement, transaction, demand, representation, statement, term, condition, notification, advice, information, instruction, direction, transaction or other matter or thing, say:

- (a) whether the same was wholly or partly in writing, oral or to be implied;
and

- (b) insofar as the same was in writing, identify sufficiently each document constituting the same and say in whose possession each such document now is and where it may be inspected. If any such document is not available for inspection, say why and where a copy may be inspected and if neither the original nor a copy is available, give the material substance thereof;
 - (c) insofar as the same was oral, say when, where and between what actual persons each conversation constituting the same took place and give the material substance thereof and say whether the conversation was by telephone or otherwise;
 - (d) insofar as the same was to be implied, set forth with all material dates and places each act, fact, matter, thing and circumstance or omission constituting or giving rise to such implication; and
 - (e) if in any way the same depends upon writing, conversation or act of any other person other than a party hereto, give the usual particulars as are sought of the authority of such person to make such writing and engage in such.
- B.** Wherever the "usual details" are sought, specify (with all material dates and places) each act, fact, matter, thing, circumstance, event, happening, occurrence, omission, error, neglect or default relied upon.
- C.** Wherever the "usual calculations" are sought of any amount, figure or number, state how the same was calculated, quantified, derived or ascertained and set out all relevant calculations concerning the same.
1. To paragraph 22 thereof:
- a) Give the usual details of each and every person on the part of Timbercorp and TSL who made the assumption alleged therein.
 - b) Give the usual particulars and the usual details of each and every matter (including but not limited to any statements or advice received

from any person) that was taken into account by the persons making the assumption alleged therein.

- c) Give the usual particulars and the usual details of the allegation that Timbercorp and TSL acted to their detriment including but not limited to details of the steps they would have taken had they received notification as alleged in the particulars subjoined thereto.

2. To paragraph 28 thereof:

Give the usual particulars and the usual details of the allegation that PLL waived any right it had to serve and/or rely upon the Termination Notices.

3. To paragraph 32 thereof:

Give the usual details and the usual calculations of the alleged loss and damaged referred to in subparagraph (a) therein.

4. To paragraph 35 thereof:

Give the usual details of the allegation that Timbercorp and TSL remain able to pay PLL the:

- a) outstanding rent; and
- b) the other amounts due and payable under the Leases.

5. To paragraph 39 thereof:

Give the usual particulars of the Forestry Property Agreements referred to therein (including by providing a copy of each such agreement).

Dated: 8 October 2009

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Lawyers for the defendant