

4 March 2014

DEED OF COMPROMISE FOR THE BELLA VISTA RIGHTS PROCEEDING – FIRST NOTICE TO GROWERS

This notice is for growers in one or more of the following Table Grape Projects:

2004 Timbercorp Table Grape Project ARSN 108 648 086

2005 Timbercorp Table Grape Project ARSN 113 512 236

(together, the Table Grape Projects and each, a Table Grape Project)

Introduction

As you may be aware, there is a proceeding (the Bella Vista Rights Proceeding described in sections 1 and 2 of this notice) presently before the Supreme Court of Victoria (**Supreme Court**) concerning the net proceeds arising from the sale of the land on which the Table Grape Projects were conducted. The purpose of this proceeding is to resolve the dispute as to how those net sale proceeds are to be apportioned between the secured creditor, growers and other interested parties claiming an interest in them.

A representative grower has been appointed by the Supreme Court in respect of each of the Table Grape Projects to represent the interests of the growers in that Table Grape Project in the proceeding. Each such representative grower is acting on the advice of Macpherson + Kelley Lawyers and counsel retained by Macpherson + Kelley Lawyers on behalf of the representative growers.

A deed of compromise has been executed by the parties to the proceeding (including the representative growers) as a proposed solution to this dispute subject to certain conditions, including approval by the Supreme Court. The purpose of this notice is to explain the compromise and to help you to understand the impact of the compromise on you should it be approved by the Supreme Court.

If the compromise is approved by the Supreme Court, and the other conditions are satisfied, you may receive a payment. However, if the compromise is not approved by the Court, or the other conditions are not satisfied, any entitlement you may have to receive a payment will depend on the outcome of the contested trial of the dispute and any subsequent appeals.

For the reasons set out in section 5 of this notice, each representative grower, on the advice of their legal advisers, considers that the compromise is in the best interests of the growers they represent.

Next steps

The Supreme Court will be asked to approve the compromise at a hearing currently anticipated to commence in April 2014 at the Supreme Court of Victoria, Melbourne. The confirmed date of this hearing will be notified to growers online at each of:

www.mk.com.au

www.kordamentha.com/creditor-information/Australia/51/07

www.kordamentha.com/creditor-information/Australia/51/15

www.abl.com.au/timbercorp/timbercorp.htm

as soon as it is known.

If the Supreme Court approves the compromise you will be bound by the compromise and you will lose any right to argue for an alternative outcome of the dispute. It is therefore important to read this notice carefully.

Answers to some Frequently Asked Questions (**FAQ**) are available online and a telephone hotline facility and an email facility have been set up to assist growers who:

- wish to comment on the compromise;
- have any questions or wish to obtain further information on the compromise; or
- wish to object to the compromise.

Details of where you can access the FAQ, the telephone hotline facility and the email facility are set out in section 13 of this notice.

If you wish to object to the compromise, you should call the telephone hotline facility or email **as soon as possible before 17 March 2014**. Your objections will be passed on to the lawyers acting for the representative growers.

You are not required to attend or appear at the Court hearing in the Supreme Court at which approval of the compromise will be sought. However, you may wish to attend or appear at that hearing, and/or seek independent legal advice and/or obtain representation at that hearing (outside the existing representative grower arrangement established by the Supreme Court). If you do so, any legal or other costs of doing so will be at your own expense unless the Court orders otherwise.

The representative growers will keep you informed of future developments regarding the compromise and Court approval of that compromise (see section 7 of this notice).

Important Information for Growers

1 Background to the dispute and Resolved Timbercorp Apportionment Proceedings

Timbercorp Limited (in liquidation) (**Timbercorp**) and its subsidiary entities (together, the **Timbercorp Group**) conducted various agribusiness managed investment schemes across a number of properties involving, among other things, the management, cultivation, harvesting, processing and sale of almonds, olives, grapes and citrus. A member of the Timbercorp Group, Timbercorp Securities Limited (in liquidation) (**TSL**) was the responsible entity of the registered Timbercorp managed investment schemes.

The Timbercorp Group went into administration on 23 April 2009 and was placed into liquidation on 29 June 2009. Thereafter, the land on which the Timbercorp managed investment schemes were conducted, and related assets, were sold in a series of transactions each of which was approved by the Supreme Court.

In approving each of the sale transactions, the Supreme Court, in each case, ordered (among other things) that:

- (a) the net sale proceeds be placed into trust pending a proceeding to determine the rights of the land owners, the secured creditors, the investors in the Timbercorp managed investment schemes (**Growers**) and other interested parties to all, or any part, of those proceeds; and
- (b) neither the release of the secured creditors' securities upon completion of the sale contracts, nor the extinguishment of the Growers' rights, would prejudice those parties' respective rights to the assets sold insofar as they had such rights for the purpose of making a claim to all or any part of the net proceeds.

As a result, five separate proceedings were commenced to determine how the net sale proceeds the subject of each sale transaction were to be apportioned between the land owners, the secured creditors, Growers and other interested parties claiming an interest in those proceeds. These proceedings, collectively referred to as the **Resolved Timbercorp Apportionment Proceedings**, were as follows:

- Supreme Court of Victoria Proceeding No. S CI 2009 10699 (**Almond Land Rights Proceeding**);
- Supreme Court of Victoria Proceeding No. S CI 2011 6604 (**Liparoo and Yungera Rights Proceeding**);
- Supreme Court of Victoria Proceeding No. S CI 2011 6606 (**Solara Rights Proceeding**);

- Supreme Court of Victoria Proceeding No. S CI 2010 1354 (**BB Olives Rights Proceeding**); and
- Supreme Court of Victoria Proceeding No. S CI 2011 6777 (**Fenceport Rights Proceeding**).

In each of the Resolved Timbercorp Apportionment Proceedings, one or more parties were appointed by the Supreme Court pursuant to Rule 16.01(2) of the Supreme Court (General Civil Procedure) Rules 2005 (Vic) (**Rule 16**) as the representative of the Growers in the Timbercorp managed investment schemes the subject of that proceeding.

As each of the Resolved Timbercorp Apportionment Proceedings involved similar issues, it was considered appropriate for one such proceeding to be heard and determined first, with the intention that the result in that proceeding would then form the basis for determination of the other proceedings. This led to the hearing and determination of the Almond Land Rights Proceeding in early 2011. By her judgment in that proceeding, Justice Davies of the Supreme Court found that the Growers in the almond projects the subject of that proceeding were not entitled to any part of the net sale proceeds and that the full amount of the net sale proceeds should be paid to the secured creditors of the land owner (**Judgment**).

The Judgment was appealed by the Representative Growers in Supreme Court of Victoria Court of Appeal Proceeding No. APCI 2011 0103 (**Almond Land Rights Appeal**). However, the appeal was not ultimately heard because the parties to that proceeding agreed to a compromise, in substantially the same form as the deed of compromise executed in respect of the Bella Vista Rights Proceeding, which was approved by the Supreme Court on 12 December 2012 as being in the best interest of growers the subject of that proceeding. The parties also agreed to compromise the other Resolved Timbercorp Apportionment Proceedings in substantially the same terms as the Almond Land Rights Appeal compromise. These compromises were also approved by the Supreme Court as being in the best interest of growers the subject of those proceedings. In the Resolved Timbercorp Apportionment Proceedings, the compromises included a payment of approximately 5% of the gross sale proceeds of the assets the subject of each proceeding for distribution to growers in accordance with their relevant entitlements.

In March 2013, two further proceedings were commenced to determine how the net sale proceeds of the remaining properties on which Timbercorp agribusiness managed investment schemes were conducted should be apportioned. These proceedings are:

- Supreme Court of Victoria Proceeding No. S CI 2013 01477 (**Bella Vista Rights Proceeding**); and

- Supreme Court of Victoria Proceeding No. S CI 2013 01478 (**Kangara Rights Proceeding**).

2 **Bella Vista Rights Proceeding**

On 25 March 2013, The Trust Company (Nominees) Ltd (**The Trust Company**) commenced the Bella Vista Rights Proceeding. The Trust Company is a secured lender with respect to the Table Grape Projects, and holds its security interests for the benefit of holders of debentures (**Debenture Holders**) issued by Align Funds Management Limited (formerly Orchard Investments Management Limited) in its capacity as the responsible entity for the Timbercorp Orchard Trust (Receiver and Manager Appointed) (**Align**) pursuant to the Timbercorp Orchard Trust Debenture Trust Deed (**Trust Deed**).

The Bella Vista Rights Proceeding is the proceeding which specifically relates to the Table Grape Projects. In this proceeding, The Trust Company seeks, among other things, declarations from the Supreme Court as to:

- its rights;
- the rights of the Growers in the Table Grape Projects; and
- the rights of other relevant parties,

if any, to the net sale proceeds from the sale of the land on which the Table Grape Projects were conducted (that land being situated in New South Wales) and associated water rights and other assets (**Table Grape Assets**). The gross sale proceeds from the sale of the Table Grape Assets were approximately \$7.7 million. In accordance with orders of the Supreme Court, certain costs have been deducted from these proceeds, and interest has accrued, with the balance of the proceeds from time to time being referred to in this document as the **Fund**.

On 19 July 2013, the Supreme Court made orders in the Bella Vista Proceeding pursuant to Rule 16 that the Growers in each of the Table Grape Projects have their interests represented in that proceeding by particular Growers. The relevant Growers are:

- (a) Anthony Cormick as representative of the Growers in the 2004 Timbercorp Table Grape Project; and
- (b) Jeyarasa and Anne Rasiah as representatives of the Growers in the 2005 Timbercorp Table Grape Project.

(collectively, the **Representative Growers** and each a **Representative Grower**).

The other party to the Bella Vista Rights Proceeding is Michael Fung in his capacity as Receiver and Manager of Align (**Receiver**). The Receiver holds the Fund on trust pending resolution of this dispute.

While the Bella Vista Rights Proceeding has been issued and the Representative Growers have been appointed, there have been no other formal steps taken in the proceeding while the parties have conferred about a possible compromise of the proceeding.

The Trust Company, Align and the Representative Growers have now reached a proposed resolution of the dispute between them as to their respective entitlements to the Fund and have, therefore, agreed to compromise the Bella Vista Rights Proceeding. The compromise is subject to Court approval. The Representative Growers each believe (for the reasons set out in section 5 of this notice) that the compromise is in the best interests of the Growers in the Table Grape Projects they represent. However, under Rule 16, the Supreme Court must also approve the compromise before it is binding on all Growers.

3 Details of the Compromise

On 14 January 2014 the parties to the Bella Vista Rights Proceeding, TSL and Align entered into a deed of compromise for the Bella Vista Rights Proceeding (**Compromise**). A copy of the deed of compromise may be viewed at any of:

www.mk.com.au

www.kordamentha.com/creditor-information/Australia/51/07

www.kordamentha.com/creditor-information/Australia/51/15

www.abl.com.au/timbercorp/timbercorp.htm

The Compromise is conditional on:

- (a) approval by the Debenture Holders of:
 - (i) the Compromise; and
 - (ii) the compromise reached in relation to the Kangara Rights Proceeding (the **Kangara Compromise**),
 by **7 March 2014**; and
- (b) approval by the Supreme Court of:
 - (i) the Compromise and the granting of orders that the Compromise shall be binding on Growers; and

- (ii) the Kangara Compromise and the granting of orders that the Kangara Compromise shall be binding on the absent growers who are represented by the appointed representative growers in that proceeding

by **30 June 2014**.

On 6 February 2014, and in accordance with the Trust Deed, The Trust Company issued a notice of meeting and other related documents in connection with the meeting to the Debenture Holders informing them that a meeting to vote on a resolution to approve the Compromise and the Kangara Compromise was to be held on 28 February 2014. At that meeting, in satisfaction of the conditions noted in paragraph (a) above, the Debenture Holders approved both the Compromise and the Kangara Compromise.

If the Supreme Court also approves the Compromise and the Kangara Compromise, all Growers will be bound by the Compromise in respect of their claims against the Fund. You will lose any right to argue for an alternative outcome of the dispute and any payment made to you will be in full and final settlement of your claim against the Fund.

Under the terms of the Compromise:

- (a) The following payments will be made from the Fund:
 - i. **to the Receiver:** for his unpaid remuneration and expenses in connection with or arising from his appointment as receiver and manager of Align, his management, maintenance and (in accordance with the deeds of compromise) disbursement of the Funds, and his costs of and incidental to the Court approval applications for the Compromise, the Kangara Compromise and the two proceedings generally (the quantum of which will either be agreed by The Trust Company or approved by the Court);
 - ii. **to TSL:** \$385,000 (approximately 5% of the relevant gross sale proceeds of the Table Grape Assets) (**Bella Vista Settlement Amount**) to be held on trust for Growers for distribution to, or on behalf of, Growers in accordance with their entitlements, as set out in section 8 of this notice; and
 - iii. **to The Trust Company:** the balance of the Funds for distribution to the Debenture Holders.
- (b) The amount set aside for Growers will be divided between Growers on a pro-rated basis according to the number of lots held by each such Grower on 2 March 2011 (being the date on which Growers' rights in the Table Grape

Projects were extinguished). The amount payable per lot will be **\$93.93**. This amount will be in full and final settlement of the Growers' claim to any part of the Fund.

- (c) Each party to the Compromise will release all other parties from any further claim in relation to their entitlement to the Fund or the allocation and disbursement of the Fund. The Representative Growers provide and receive these releases on behalf of the Growers.
- (d) The proceeding will be dismissed with the legal costs and disbursements of The Trust Company and the Representative Growers being paid by the Receiver on an indemnity basis from the net sale proceeds of the Fund, subject to a bill of costs calculated on an indemnity basis as prepared and certified by an appropriately qualified costs consultant agreed by the parties.

If the Supreme Court does not approve the Compromise and the Kangara Compromise by 30 June 2014:

- the Compromise ceases to have any effect;
- none of the parties to the deed of compromise will have any right or entitlement as a result of, or by reason of, the parties having entered into the deed of compromise or having conditionally agreed to the Compromise;
- any documents prepared or circulated pursuant to the Compromise and/or for the purposes of the application to the Supreme Court for approval of the Compromise may not be referred to or tendered in evidence in the Bella Vista Rights Proceeding or Kangara Rights Proceeding (as applicable); and
 - the Bella Vista Rights Proceeding will continue and the Growers' entitlement (if any) to the Fund will be determined by the Supreme Court.

No timetable has yet been set down by the Supreme Court for the hearing of the Bella Vista Rights Proceeding or the Kangara Rights Proceeding. Should either compromise not be approved, it is unlikely that a trial of these matters would be heard and determined before late 2014 or early 2015.

4 **Court approval**

If the Supreme Court approves the Compromise and also approves the Kangara Compromise, the Compromise will be binding on all Growers in each of the Table Grape Projects, even though only the Representative Growers (but not all Growers) are parties to the Bella Vista Rights Proceeding. The Supreme Court may approve the Compromise if it is satisfied that the Compromise is for the benefit of the Growers.

5 **Benefit of the Compromise to the Growers**

The Representative Growers have appointed Macpherson + Kelley Lawyers, and counsel retained on their behalf by Macpherson + Kelley Lawyers, to act for them in the Bella Vista Rights Proceeding. The Representative Growers have obtained legal advice from Garry Bigmore QC and Sam Hopper of counsel and from their instructing solicitors, Macpherson + Kelley Lawyers, with respect to the Compromise. In coming to their advice counsel have taken into account (among other things) the decision of her Honour Justice Davies in the Almond Land Rights Proceeding. Having regard to this advice, the certainty of the payments to be made under the Compromise once approved by the Supreme Court and the cost and delay before the Bella Vista Rights Proceeding would be finally heard and determined by the Supreme Court, the Representative Growers consider that the Compromise is for the benefit of the Growers in the Table Grape Projects.

6 **Application to the Court for approval of the Compromise (Approval Application)**

The parties to the Bella Vista Rights Proceeding will apply to the Supreme Court for approval of the Compromise (**Approval Application**). The parties anticipate that the Supreme Court will make orders in or shortly after the week beginning 11 March 2014 (among other things) confirming the date on which the Approval Application will be heard. Copies of these orders will be posted at each of:

www.mk.com.auwww.kordamentha.com/creditor-information/Australia/51/07

www.kordamentha.com/creditor-information/Australia/51/15

www.abl.com.au/timbercorp/timbercorp.htm

shortly after the conclusion of the directions hearing.

It is proposed that the hearing of the application for approval of the Kangara Compromise will be held concurrently with the hearing of the Approval Application. The current expectation is that the concurrent hearings will not be before 7 April 2014 but will be at the earliest opportunity thereafter convenient to the Court.

7 Rights of Growers in connection with the Approval Application

Although the Representative Growers believe that the Compromise is for the benefit of Growers in the Table Grape Projects (as outlined in section 5 of this notice), some Growers may wish to comment on, raise questions in relation to, or object to the Compromise. Without prejudice to any other course Growers may be advised by their own advisers to take, Growers may:

- (a) address any comments on the Compromise, the Approval Application or their individual circumstances;
- (b) ask any questions or obtain further information on the Compromise or the Approval Application; or
- (c) raise any objection to the Compromise

to the Representative Growers by calling the telephone hotline on (03) 8615 1200 or emailing investorqueries@timbercorp.com.au. The telephone hotline facility will be staffed by representatives of TSL (see section 11).

Before calling the telephone hotline facility or emailing, we suggest that you read and carefully consider this notice and the FAQ available at any of:

www.mk.com.au

www.kordamentha.com/creditor-information/Australia/51/07

www.kordamentha.com/creditor-information/Australia/51/15

www.abl.com.au/timbercorp/timbercorp.htm

for answers to your queries. If you do not find a suitable response and you call the hotline facility or email, you will receive a reply and your comments or objections will be noted and passed on to the Representative Growers for the purposes of the hearing of the Approval Application.

If you wish to object to the Compromise, you should notify the Representative Growers by calling the telephone hotline on (03) 8615 1200 or by emailing investorqueries@timbercorp.com.au **as soon as possible before 17 March 2014**.

At the hearing of the Approval Application, the Representative Growers will disclose to the Supreme Court all material facts relating to the Compromise, including all comments or objections they have received from Growers prior to the hearing of the Approval Application in relation to the Compromise or the Approval Application. Any such comments or objections will be considered by the Court in the context of determining whether the Compromise is for the benefit of Growers.

You are not required, but are able, to attend or appear at the Supreme Court for the hearing of the Approval Application. Any Grower who objects to the Compromise

may raise their objection at the Approval Application. Growers may choose to appear in person, or have their own lawyers represent them. If you wish to appear or have your own lawyers appear on your behalf, you should seek legal advice in relation to the steps that you will be required to take in order for this to happen.

Shortly after the Supreme Court delivers its decision in respect of the Approval Application the Representative Growers will publish a further notice setting out the consequences of the decision (**Second Notice**) and will notify you of the publication of the Second Notice by post or email.

8 Distribution of the Bella Vista Settlement Amount to Growers

If the Approval Application is successful, and the necessary Supreme Court approval is obtained in relation to the Kangara Compromise, the terms of the Compromise require the Bella Vista Settlement Amount to be paid to TSL on trust for the Growers for distribution to, or on behalf of, the Growers in accordance with their entitlements. As noted above, each Grower's entitlement will be calculated on a pro-rated basis based on the number of lots in the Table Grape Projects held by that Grower on 2 March 2011 (for each Grower, its **Bella Vista Settlement Entitlement**).

Growers who are recorded in the books and records of:

- (a) Timbercorp Finance Pty Limited (in liquidation) (**TFL**) as owing amounts under an outstanding loan from TFL in connection with their investment in the Table Grape Projects (**TFL Indebtedness**); or
- (b) TSL as owing amounts to TSL (**Timbercorp Indebtedness**),

will be able (should they choose) to direct that their Bella Vista Settlement Entitlements are paid, in whole or in part, to TFL or TSL to pay, to the extent possible, their TFL Indebtedness or Timbercorp Indebtedness (as applicable). The amount of your TFL Indebtedness may be affected if you accept any offer of settlement made by TFL to you.

A direction to pay form is available at any of:

www.mk.com.au
www.kordamentha.com/creditor-information/Australia/51/07
www.kordamentha.com/creditor-information/Australia/51/15
www.abl.com.au/timbercorp/timbercorp.htm

If you are recorded as having any TFL Indebtedness or Timbercorp Indebtedness you can (if you choose) give your directions to TSL by completing and returning a direction to pay form. To arrange for a direction to pay form to be sent to you, call

the telephone hotline on (03) 8615 1200 or email
investorqueries@timbercorp.com.au.

A Grower who has both TFL Indebtedness and Timbercorp Indebtedness may not give any direction to TSL to pay all or part of their Timbercorp Indebtedness out of its Bella Vista Settlement Entitlement before there is an agreement in writing between TFL and the Grower, or a court order, about the manner in which the entitlement is to be disbursed.

If you wish to confirm whether you have any, or the extent of your, TFL Indebtedness or Timbercorp Indebtedness, the number of lots you held in the Table Grape Projects on 2 March 2011 or any other private information which TSL holds in relation to your individual circumstances in respect of the Compromise, you should call the Timbercorp telephone hotline on (03) 8615 1200 or email
investorqueries@timbercorp.com.au.

To receive your Bella Vista Settlement Entitlement (if payable to you having regard to your TFL Indebtedness and Timbercorp Indebtedness, if any), you must notify TSL of the bank account you nominate to receive payment. You can notify TSL of your bank account details by completing and returning the bank account nomination form available at any of:

www.mk.com.au

www.kordamentha.com/creditor-information/Australia/51/07

www.kordamentha.com/creditor-information/Australia/51/15

www.abl.com.au/timbercorp/timbercorp.htm

To arrange for a bank account nomination form to be sent to you, call the telephone hotline on (03) 8615 1200 or email investorqueries@timbercorp.com.au.

9 Timing of payments to Growers

If the Approval Application is successful, and the necessary Supreme Court approval is obtained in relation to the Kangara Compromise, the Second Notice will notify you of (among other things) the anticipated timing of payments to Growers. The timing of a Grower's payment of their Bella Vista Settlement Entitlement will depend, in part, on their individual circumstances.

If a Grower does not have any TFL Indebtedness, TSL will pay the Grower's Bella Vista Settlement Entitlement to its nominated bank account (or, if directed by the Grower, to TSL in payment of any Timbercorp Indebtedness) as soon as practicable following the necessary approvals being obtained from the Supreme Court.

If a Grower has any TFL Indebtedness and:

- (a) has directed TSL to pay its TFL Indebtedness, to the extent possible, out of its Bella Vista Settlement Entitlement, TSL will, as soon as practicable, use the Grower's Bella Vista Settlement Entitlement to pay, to the extent possible, the TFL Indebtedness as soon as practicable and remit the balance of the Grower's Bella Vista Settlement Entitlement (if any) to the Grower into its nominated bank account (or, if directed by the Grower, to TSL in payment of any Timbercorp Indebtedness).
- (b) has directed TSL to use its Bella Vista Settlement Entitlement to pay only part of the Grower's TFL Indebtedness, TSL will, as soon as practicable, pay to TFL that part of the Grower's TFL Indebtedness and retain the balance of the Grower's Bella Vista Settlement Entitlement (if any) on trust pending an agreement between TFL and the Grower or court order as to whom it should be paid.
- (c) has not directed TSL to pay any part of its Bella Vista Settlement Entitlement to TFL, TSL will hold that Grower's Bella Vista Settlement Entitlement on trust pending agreement between TFL and the Grower or court order as to whom it should be paid.

Accordingly, there is an important difference between the treatment of a Grower's TFL Indebtedness and the treatment of a Grower's Timbercorp Indebtedness. This is because, in relation to those Growers with a TFL Indebtedness, TFL asserts that it has a proprietary and/or secured claim over those Growers' Bella Vista Settlement Entitlements, whereas the claim of TSL is merely contractual and unsecured. For this reason, if a Grower who has TFL Indebtedness chooses not to direct TSL to use its Bella Vista Settlement Entitlement to pay its TFL Indebtedness, that Grower's Bella Vista Settlement Entitlement will be held on trust pending agreement or Court order.

A Grower who has both TFL Indebtedness and Timbercorp Indebtedness may not give any direction to TSL to pay all or part of their Timbercorp Indebtedness out of its Bella Vista Settlement Entitlement before there is an agreement in writing between TFL and the Grower, or a Court order, about the manner in which the entitlement is to be disbursed.

Importantly, if a Grower gives a direction to TSL to use its Bella Vista Settlement Entitlement to pay TFL all or part of its TFL Indebtedness, that direction does not constitute an admission of liability by the Grower to TFL in respect of its TFL Indebtedness and is without prejudice to the Grower's rights (if any) in relation to its TFL Indebtedness. Similarly, nothing in the receipt by TFL of any such payment will constitute a waiver of any rights that TFL has in respect of a Grower's remaining TFL Indebtedness.

10 Tax consequences of the Compromise

The Compromise and payment of the Bella Vista Settlement Entitlement may have tax consequences for each Grower. The consequences for each Grower will depend on the Grower's individual circumstances. You may wish to seek advice from your personal financial or taxation adviser about the potential tax consequences of receiving your Bella Vista Settlement Entitlement and any choice you may make to give directions to pay your Bella Vista Settlement Entitlement to TFL or TSL or both.

11 Role of TSL

At the request of the Representative Growers, TSL has agreed to perform various administrative roles in connection with the Compromise and the Approval Application. In addition to distributing this notice on behalf of the Representative Growers, TSL has established a telephone hotline facility and email facility so that Growers may address any comments or questions, or raise any objections, with the Representative Growers. TSL will provide the Representative Growers with details of the comments, questions and objections that are received through the telephone hotline or email facilities.

The Representative Growers have agreed a protocol with TSL as to the comments, questions or objections which TSL may answer or respond to without further reference to Representative Growers and those which will be referred to the Representative Growers for the preparation of an appropriate response.

TSL will record in appropriate detail, in an affidavit to be filed with the Supreme Court on behalf of the Representative Growers in connection with the Approval Application, the tasks it has undertaken at the request and on the instruction of the Representative Growers, the substance of all comments and questions raised to it by the Growers and their responses to those Growers, and the nature of any objections made to it by Growers and the responses provided by it to those Growers.

TSL will also make the payments to or on behalf of Growers as required under the Compromise and hold amounts in trust pending their distribution to the relevant party. Under the terms of the Compromise, TSL will only be released by each Grower upon distribution in full of that Grower's Bella Vista Settlement Entitlement to the Grower or at the direction of, or on the authorisation of, the Grower.

12 Further information

The Representative Growers have prepared answers to what they believe will be frequently asked questions. These questions and answers are available online at any of:

www.mk.com.au

www.kordamentha.com/creditor-information/Australia/51/07

www.kordamentha.com/creditor-information/Australia/51/15

www.abl.com.au/timbercorp/timbercorp.htm

or can be obtained by calling the telephone hotline on (03) 8615 1200 or emailing investorqueries@timbercorp.com.au.

13 Key contacts

Telephone Hotline Facility	(03) 8615 1200
Email address	investorqueries@timbercorp.com.au
Frequently Asked Questions and Notices to Growers	Available online at any of: www.mk.com.au www.kordamentha.com/creditor-information/Australia/51/07 www.kordamentha.com/creditor-information/Australia/51/15 www.abl.com.au/timbercorp/timbercorp.htm