

IN THE FEDERAL COURT OF AUSTRALIA  
VICTORIA DISTRICT REGISTRY

No. of 2009

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED  
(IN LIQUIDATION)  
ACN 092 311 469

AND

IN THE MATTER OF TIMBERCORP LIMITED  
(IN LIQUIDATION)  
ACN 055 185 067

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)  
(ACN 092 311 469)  
Applicant

PLANTATION LAND LIMITED  
(ACN 090 443 333)  
Respondent

**CERTIFICATE IDENTIFYING EXHIBIT**

This is the exhibit marked "**MAK-8**" now produced and shown to  
**MARK ANTHONY KORDA** at the time of swearing his affidavit on 3 July 2009.

Before me: 

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

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Filed on behalf of the Plaintiffs

**ARNOLD BLOCH LEIBLER**  
Lawyers and Advisers  
Level 21  
333 Collins Street  
Melbourne 3000

DX 38455 Melbourne  
Tel: 9229 9999  
Fax: 9229 9900  
Ref: LZ:JCS:011499489  
(Jane Sheridan)



KordaMentha

15 June 2009

Plantation Land Limited  
c/- Mr Phillip Jones  
Maddocks Lawyers  
DX 259  
MELBOURNE VIC 3000

Via email: [phillip.jones@maddocks.com.au](mailto:phillip.jones@maddocks.com.au)

Dear Sir

**Timbercorp Group of Companies (All Administrators Appointed) ("the Companies")**

We refer to our previous letter dated 28 April 2009 advising that certain Partners of KordaMentha were appointed Administrators of the Companies on 23 April 2009. Since our appointment as Administrators of the Companies, we have been faced with a number of difficulties including the significant issue that Timbercorp Securities Limited (Administrators Appointed) is hopelessly insolvent.

Accordingly, the Administrators now propose a "standstill" arrangement in relation to leases in relation to the properties listed in the enclosed Lessor Agreement ("the Leases"):

- a) landlords will agree to a standstill on the payment of rent for the period from 1 July 2009 to 30 September 2009 ("September Quarter");
- b) existing arrangements under the Leases will be maintained and the Companies will continue to use, occupy and remain in possession of the leased properties;
- c) the Administrators will not personally adopt any of the Leases and will not be personally liable for rent for the September Quarter; and
- d) landlords' claims against the relevant Companies will not be affected - you will still be able to claim in the administration, or subsequent liquidation, of the relevant Company for rent payable for the September Quarter.

The proposed standstill arrangement will give the Administrators time to finalise their investigations into the Companies and examine whether there are ways for the various Timbercorp horticultural and forestry managed investment schemes ("Projects") to continue. This may benefit all stakeholders including the grower investors, landlords, trade creditors, shareholders and financiers of the Companies and the rural communities who are reliant on the continuation of the Projects.

We will not reach a final position regarding the viability of each Company and Project prior to 30 June 2009. Updates in relation to the Administrations are available on our website ([www.kordamentha.com](http://www.kordamentha.com)) for your information.

Corporate Recovery Services  
Turnaround & Restructuring Services  
Real Estate Advisory  
Forensics

[info@kordamentha.com](mailto:info@kordamentha.com)  
[www.kordamentha.com](http://www.kordamentha.com)

Liability limited by a scheme  
approved under Professional  
Standards Legislation

**Melbourne**

KordaMentha Pty Ltd  
ACN 100 169 391  
Level 24, 333 Collins Street  
Melbourne VIC 3000  
GPO Box 2985  
Melbourne VIC 3001  
Office: 03 8623 3333  
Fax: 03 8623 3399

**KordaMentha Offices**

Adelaide Perth  
Brisbane Singapore  
Gold Coast Sydney  
Melbourne Townsville  
New Zealand

**Cooperation with AlixPartners**

Chicago Munich  
Dallas New York  
Detroit Paris  
Düsseldorf San Francisco  
London Shanghai  
Los Angeles Tokyo  
Milan

Would you please carefully consider this proposal and if acceptable, please sign and return the attached Lessor Agreement to Jonathon Stokes at KordaMentha, Level 24, 333 Collins Street, Melbourne (or by email (jstokes@kordamentha.com) or fax (+61 3 8623 3399)) on or before **22 June 2009**.

If you do not agree to the standstill arrangement, please advise us in writing (or email) by **22 June 2009**.

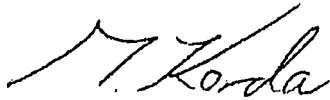
If you (and other lessors) fail to agree to this standstill proposal we may:

- seek an order from the Court that we, as Administrators of the Companies, will not be personally liable for amounts owing under the Leases to which the Companies are a party; and/or
- not assert a right against you to continue to occupy, or be in possession of, the property subject to the Leases for the purposes of section 443B(6) of the Corporations Act 2001.

The Administrators would be grateful for your cooperation in these difficult times.

If you have any queries in relation to this letter, please do not hesitate to call Jonathon Stokes on (03) 8623 3428.

Yours sincerely



MARK KORDA  
Administrator

*Enc.*

## LESSOR AGREEMENT

### Leased Properties

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According to the books and records of the Companies, the following land and/or properties are leased by one or more of the Companies from your organisation:

- Various Properties (refer to enclosed Schedule A)

### Additional Leased Properties

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Please insert any additional land and/or properties leased by one or more of the Companies that relate to any of the forestry and horticultural schemes and provide details or attach copies of all lease agreements to this response:

.....  
.....

### Agreement

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I, ..... (name), in my capacity as ..... (capacity) for and on behalf of ..... (lessor name) agree that:

- a) the Administrators of the Companies will not be personally liable for any amounts payable under or in connection with any leases or occupancy agreements with you ("the Leases") arising during or payable in respect of the September Quarter;
- b) the lessor will not claim against the Administrators of any of the Companies pursuant to section 443A or 443B of the Corporations Act 2001 for any rent, licence fee or other amount which may be due and payable under or in connection with the Leases during the September Quarter; and
- c) you will notify any transferee or assignee of your interest in the land subject to the Leases of the terms of this agreement.

Capitalised terms have the same meaning as in the letter from the Administrators dated 15 June 2009.

The Administrators acknowledge that the signing of this Lessor Agreement is without prejudice to your right to make a claim against any Company at a later stage after the expiry of the September Quarter or the commencement of the liquidation of the relevant Company, however your agreement not to claim against the Administrators personally will be ongoing.

SIGNED for and on behalf of the lessor in the )  
presence of: )

---

Signature of witness

---

Signature of lessor representative

---

Name of witness (print)

---

Name of lessor representative (print)

## SCHEDULE A

Timbercorp Group of Companies (All Administrators Appointed)

Leases held with Plantation Land Limited ("PLL")

Description	Contract Number	Lessee	Instalment Payment (\$)	Frequency
Arrandoovong 12	Not available	Timbercorp Limited	0.00	Quarterly
Bateman 25	Not available	Timbercorp Limited	34,570.13	Quarterly
Baxter 28	Not available	Timbercorp Limited	74,710.22	Quarterly
Bond 38	Not available	Timbercorp Limited	0.00	Quarterly
Branton 47	Not available	Timbercorp Limited	21,095.71	Quarterly
Broers 51	Not available	Timbercorp Limited	17,415.73	Quarterly
Broers 52	Not available	Timbercorp Limited	0.00	Quarterly
Brown 55	Not available	Timbercorp Limited	17,383.84	Quarterly
Calvert 65	Not available	Timbercorp Limited	9,603.79	Quarterly
Caulfield 72	Not available	Timbercorp Limited	21,891.46	Quarterly
Chick 79	Not available	Timbercorp Limited	4,990.04	Quarterly
Circelli 85	Not available	Timbercorp Limited	18,437.40	Quarterly
Congeith 93	Not available	Timbercorp Limited	83,330.47	Quarterly
Elad 148	Not available	Timbercorp Limited	0.00	Quarterly
Erewhon 151	Not available	Timbercorp Limited	19,035.22	Quarterly
Fridays 184	Not available	Timbercorp Limited	13,980.93	Quarterly
Fullertons 518	Not available	Timbercorp Limited	11,920.44	Quarterly
Hawker 214	Not available	Timbercorp Limited	54,275.51	Quarterly
Laurie 272	Not available	Timbercorp Limited	31,050.35	Quarterly
Lester 276	Not available	Timbercorp Limited	51,139.06	Quarterly
Lord 284	Not available	Timbercorp Limited	84,464.53	Quarterly
Merna 311	Not available	Timbercorp Limited	18,894.13	Quarterly
Merna 312	Not available	Timbercorp Limited	498.53	Quarterly
Milltown 314	Not available	Timbercorp Limited	34,278.79	Quarterly
Mules 330	Not available	Timbercorp Limited	13,103.72	Quarterly
Nelson 338	Not available	Timbercorp Limited	38,224.68	Quarterly
Nigel 339	Not available	Timbercorp Limited	21,243.81	Quarterly
Pitt 365	Not available	Timbercorp Limited	26,742.92	Quarterly
Redhill 375	Not available	Timbercorp Limited	25,831.76	Quarterly
Scanlon 396	Not available	Timbercorp Limited	14,223.14	Quarterly
Settlers 401	Not available	Timbercorp Limited	9,859.00	Quarterly
Sharrock 405	Not available	Timbercorp Limited	7,846.92	Quarterly
Stephens 429	Not available	Timbercorp Limited	14,051.70	Quarterly
Stribling 430	Not available	Timbercorp Limited	7,047.25	Quarterly
Warrabkook 474	Not available	Timbercorp Limited	6,174.38	Quarterly
Zum Park 516	Not available	Timbercorp Limited	4,334.71	Quarterly

NB: We have been unable to locate a contract number for every plantation in the Company's books and records.



## Maddocks

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140 William Street  
Melbourne Victoria 3000 Australia

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Facsimile 61 3 9288 0666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

### Email Letter

<b>From</b> Philip Jones	<b>Date</b> 24/06/2009	
<b>Direct</b> 03 9288 0640	<b>Email</b> philip.jones@maddocks.com.au	
<b>To</b> Mark Korda	<b>Organisation</b> Korda Mentha	<b>Email</b> mkorda@kordamentha.com
<b>And to</b> Chris Martin	Korda Mentha	cmartin@kordametha.com

Our Ref PGJ:5549616

Dear Mr Korda

#### **Plantation Land Limited (PLL) and Timbercorp Limited (Administrators Appointed) (Timbercorp)**

We refer to your letter dated 16 June 2009 (which we received on 18 June 2009) in which you requested that our clients enter into "standstill" arrangements concerning the leases over the land owned by PLL.

Our clients do not agree to enter into unilateral "standstill" arrangements. Our clients are willing to consider any proposal put forward by the Administrators concerning forestry assets and will keep an open mind concerning alternate arrangements. However, our clients do intend to issue a notice of termination under the leases if rent due on 30 June 2009 is not paid. In this regard, we ask you to please note that there is a 30 day notice period under the leases with PLL and accordingly, there remains a period of approximately 5 weeks during which it would be open to the Administrators to resolve some alternate arrangements with our clients, should the preservation of the leases be an important element of any such arrangements.

Should you have any queries please contact Philip Jones.

Yours faithfully  
Maddocks

Transmission authorised by:  
Philip Jones  
Partner