

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

LIST E

SCI 2009 10699

BETWEEN:

**BOSI SECURITY SERVICES LIMITED (ACN 009 413 852) as trustee for
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
(ACN 005 357 522) and BOS INTERNATIONAL (AUSTRALIA) LIMITED
(ACN 066 601 250) and WESTPAC BANKING CORPORATION
(ACN 007 457 141)**

Plaintiff

and

**AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
(ACN 005 357 522) & ORS (according to the attached Schedule)**

Defendants

CERTIFICATE IDENTIFYING EXHIBIT

Date of document: 3 March 2010
Filed on behalf of: the Second, Third and Fourth Defendants

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: []
(Leon Zwier lwier@abl.com.au /
Lucy Kirwan lkirwan@abl.com.au)

This is the exhibit marked '**MAK-34**' now produced and shown to MARK ANTHONY KORDA at the time of swearing this affidavit on 3 March 2010.

Before me:

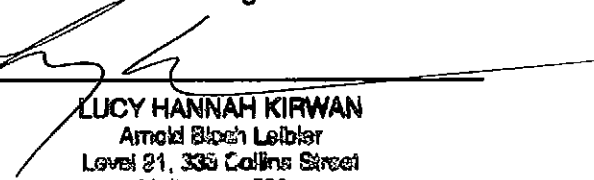

LUCY HANNAH KIRWAN
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

Exhibit 'MAK-34'
**Copy of Syndicate
Guarantee**

Guarantee and Indemnity

Each entity named in the schedule
BOS International (Australia) Limited
BWA Custodians Ltd
ABN 63 009 413 852

Level 39
101 Collins Street
MELBOURNE VIC 3000
Telephone: (03) 9679 5000
Fax: (03) 9679 3111

Ref: MPC JJO 09-1404-4810

© Blake Dawson Waldron 2006

CONTENTS

1.	INTERPRETATION	1
1.1	Definitions	1
1.2	Rules for interpreting this document	2
1.3	Multiple parties	2
1.4	Capacity of Security Trustee	3
2.	GUARANTEE	3
2.1	Consideration	3
2.2	Obligations guaranteed	3
2.3	Consequences of Debtor's defaults	3
2.4	Nature of obligations and enforcement	4
2.5	Preservation of Guarantor's obligations	4
2.6	Continuity	6
2.7	Limitations on Guarantor's rights	6
2.8	No marshalling	6
2.9	Effect of Insolvency Event	7
2.10	Security Trustee and Beneficiaries not liable	8
3.	INDEMNITY IN RESPECT OF ALL GUARANTEED OBLIGATIONS	8
3.1	Indemnity	8
3.2	Application of the indemnity	8
4.	DEFAULT INTEREST	9
4.1	Guarantor must pay interest	9
4.2	Interest after judgment	9
4.3	Accrual and calculation of interest	9
5.	PAYMENTS	9
5.1	How payments must be made	9
5.2	Deductions and withholdings	10
5.3	Currency of payments	10
5.4	Currency indemnity	10
6.	REPRESENTATIONS AND WARRANTIES	10
6.1	Representations and warranties	10
6.2	Repetition of representations and warranties	13
6.3	Reliance on representations and warranties	13
6.4	No representations by any Beneficiary	13
6.5	Beneficiaries have no duty to disclose	13

7. UNDERTAKINGS	13
7.1 General undertakings	13
7.2 Financial undertakings	15
7.3 Application of insurance money	16
8. GENERAL INDEMNITY	16
9. CONFIDENTIALITY	17
10. NOTICES	18
10.1 How to give a notice	18
10.2 When a notice is given	18
10.3 Address for notices	18
11. AMENDMENT AND ASSIGNMENT	19
11.1 Amendment	19
11.2 Assignment	19
11.3 Accession of Additional Guarantors	19
12. GENERAL	19
12.1 Governing law	19
12.2 Liability for expenses	19
12.3 Giving effect to this document	20
12.4 Waiver of rights	20
12.5 Operation of indemnities	20
12.6 Consents	20
12.7 Statements by the Security Trustee	20
12.8 Set-off	21
12.9 No merger	21
12.10 Exclusion of contrary legislation	21
12.11 Inconsistency with other documents	21
12.12 Execution by less than all parties	21
12.13 Counterparts	21
12.14 Attorneys	22
Schedule	
1 GUARANTORS	23
2 FORM OF ACCESSION DEED	24

GUARANTEE AND INDEMNITY

DATE 15 December 2006

PARTIES

Each entity named in the schedule (each an Initial Guarantor)

BOS International (Australia) Limited ABN 23 066 601 250 (Facility Agent)

BWA Custodian Ltd ABN 63 009 413 852 (Security Trustee)

RECITAL

Each Guarantor considers that it will benefit commercially by entering into this document.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

Terms defined in the Syndicated Loan Agreement have the same meaning when used in this document. In addition, the following definitions apply in this document.

Accession Deed means a properly authorised and executed deed substantially in the form set out in schedule 2.

Additional Guarantor means an entity which becomes an additional guarantor in accordance with clause 11.3.

Beneficiary means:

- (a) the Security Trustee;
- (b) the Facility Agent; and
- (c) each Financier.

Debtor means Timbercorp Limited ACN 055 185 067.

Guaranteed Money means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the Debtor to any Beneficiary in connection with the Transaction Documents on any account at any time, whether:

- (a) present or future, actual or contingent;
- (b) incurred alone, jointly, severally or jointly and severally;
- (c) the Debtor is liable on its own account or the account of, or as surety for, another person and without regard to the capacity in which the Debtor is liable;

- (d) due to the Beneficiary alone or with another person;
- (e) the Beneficiary is entitled for its own account or the account of another person;
- (f) arising from a banker and customer relationship or any other relationship;
- (g) originally contemplated by any Guarantor, the Debtor or any Beneficiary or not; and
- (h) the Beneficiary is the original person in whose favour any of the above amounts were owing or an assignee and, if the Beneficiary is an assignee:
 - (i) whether or not any Guarantor or the Debtor consented to or knew of the assignment;
 - (ii) no matter when the assignment occurred; and
 - (iii) whether or not the entitlements of that original person were assigned with this document.

Guaranteed Obligations means the obligations of the Debtor to pay its Guaranteed Money and all its other obligations to the Beneficiaries (monetary or non monetary, present or future, actual or contingent) with respect to each Transaction Document however arising.

Guarantor means each Initial Guarantor and each Additional Guarantor.

Secured Property means any property which is charged or mortgaged by the Debtor or any Guarantor under a Security.

Syndicated Loan Agreement means the syndicated loan agreement dated on or about the date of this document between the Debtor (as borrower), BOS International (Australia) Limited (as facility agent), the Security Trustee and others.

1.2 Rules for interpreting this document

Clauses 1.2 (Rules for interpreting this document) and 1.3 (Non Business Days) of the Syndicated Loan Agreement apply to this document as if set out in full in this document, with any necessary changes.

1.3 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and

- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.4 Capacity of Security Trustee

- (a) The Security Trustee has entered into this document in its capacity as trustee of the Security Trust and in no other capacity. Its liability under this document is limited in the manner set out in clause 1.7 of the Security Trust Deed. This document is held by the Security Trustee on the terms of the Security Trust.
- (b) If the Security Trustee is replaced as trustee of the Security Trust under the Security Trust Deed:
 - (i) this document is to take effect from the date on which the Security Trustee was so replaced as if the replacement trustee had executed this document, and any reference in this document to the Security Trustee will be from that date a reference to the replacement trustee to the exclusion of the party that has been replaced; and
 - (ii) the parties must enter into an accession deed or other documentation, and take such other steps, as are necessary to give effect to this.

1.5 Capacity of Facility Agent

The Facility Agent has entered into this document in its capacity as Facility Agent of the Financiers and in no other capacity. Its liability under this document is limited in the manner set out in clause 1.7 of the Security Trust Deed. This document is held by the Security Trustee on the terms of the Security Trust.

2. GUARANTEE

2.1 Consideration

Each Guarantor acknowledges that it has received valuable consideration for entering into this document.

2.2 Obligations guaranteed

Each Guarantor guarantees to each Beneficiary the due and punctual:

- (a) payment by the Debtor of its Guaranteed Money; and
- (b) performance by the Debtor of its Guaranteed Obligations.

2.3 Consequences of Debtor's defaults

- (a) If the Debtor defaults in the due and punctual payment of any Guaranteed Money, each Guarantor must pay that money on demand to, or as directed by, the Security Trustee.

- (b) If the Debtor defaults in the due and punctual performance of any Guaranteed Obligation, each Guarantor:
 - (i) must indemnify each Beneficiary against all losses, liabilities and expenses (including legal expenses on a full indemnity basis) that a Beneficiary incurs (directly or indirectly) as a result of that default; and
 - (ii) must pay the amount of those losses, liabilities and expenses on demand to, or as directed by, the Security Trustee.

2.4 Nature of obligations and enforcement

Each Guarantor's obligations in this document:

- (a) are principal obligations, and not ancillary or collateral to any other right or obligation; and
- (b) may be enforced against it without a Beneficiary first being required to:
 - (i) exhaust any remedy it may have against the Debtor; or
 - (ii) enforce any security it may hold relating to the Guaranteed Obligations.

2.5 Preservation of Guarantor's obligations

Each Guarantor's obligations in this document are absolute, unconditional and irrevocable. The liability of each Guarantor under this document extends to and is not affected by any circumstance, act or omission which, but for this subclause, might otherwise affect it at law or in equity including:

- (a) the grant of any time, waiver or other indulgence or concession;
- (b) the discharge or release of any Debtor, any Guarantor or any other person;
- (c) any transaction or arrangement that may take place between a Beneficiary and any Debtor, any Guarantor or any other person;
- (d) the occurrence of an Insolvency Event in relation to any Debtor, any Guarantor or any other person;
- (e) a Beneficiary or any other person dealing or not dealing in any way with any other Guarantee, Security Interest, document or agreement;
- (f) a Beneficiary or any other person:
 - (i) exercising or not exercising any other Guarantee or Security Interest or any right or remedy conferred on it by law or in equity or by any document or agreement; or
 - (ii) not recovering any money owing by any Debtor;

- (g) any variation (including a variation which increases, or extends the duration of, any Guaranteed Money or any Guaranteed Obligations), replacement, extinguishment, unenforceability, failure, loss, abandonment or transfer of any document or agreement relating to any Guaranteed Obligations (including this document and any other Guarantee or Security Interest held by a Beneficiary from any person at any time);
- (h) any Guaranteed Obligations or the obligations of any Guarantor or any other person under this document or any other document or agreement relating to any Guaranteed Obligations or this document (including any other Guarantee or Security Interest) being or becoming illegal, void, voidable, unenforceable or disclaimed by a liquidator or trustee for creditors or in bankruptcy;
- (i) a Beneficiary not giving any Guarantor notice of any default by any Debtor or any other person;
- (j) a Beneficiary not disclosing any information to any Guarantor;
- (k) any representation made or information given by a Beneficiary to any Guarantor;
- (l) any change in the legal capacity, rights or obligations of, or other circumstance related to, any Debtor, any Guarantor or any other person;
- (m) any legal limitation, disability, incapacity or other circumstance related to any Debtor, any Guarantor or any other person;
- (n) any invalidity or irregularity in the execution of this document or any deficiency in the powers of any Debtor or any Guarantor;
- (o) any assignment by a Beneficiary, with or without the knowledge of any Debtor or any Guarantor;
- (p) any obligation of any Debtor being discharged by operation of law;
- (q) any person who was intended to be bound as a guarantor or surety in relation to any Guaranteed Obligations not becoming bound or ceasing to be bound;
- (r) any laches, acquiescence, delay, act, omission or mistake on the part of, or suffered by, a Beneficiary or any other person, in relation to this document or any other Guarantee, Security Interest, document or agreement;
- (s) the receipt by a Beneficiary or any other person of any dividend or money after an Insolvency Event in relation to any Debtor, any Guarantor or any other person;
- (t) any judgment or right which a Beneficiary may have or exercise against any Debtor, any Guarantor or any other person;
- (u) the opening or operation of a new account by any Debtor with a Beneficiary or any other person;

- (v) the amendment of the constitution, trust deed or other constituent document of any Debtor or any Guarantor;
- (w) if any Debtor or any Guarantor is a member of a partnership, firm, joint venture or association, any change in the structure, membership, name or business of that partnership, firm, joint venture or association;
- (x) if any Debtor or any Guarantor is a trustee of a trust, any breach or variation of the terms of that trust; or
- (y) if any Guarantor is a director or shareholder of any Debtor, any change in that directorship or shareholding.

2.6 Continuity

This document is a continuing security, and remains in full force until all Guaranteed Obligations have been irrevocably paid and performed in full despite any transaction or other thing (including a settlement of account or intervening payment).

2.7 Limitations on Guarantor's rights

Until all Guaranteed Obligations have been irrevocably paid and performed in full, no Guarantor may:

- (a) share in any Guarantee, Security Interest or money received or receivable by a Beneficiary in relation to any Guaranteed Obligations, or stand in the place of the Security Trustee in relation to any Guarantee, Security Interest or right to receive money;
- (b) take any steps to enforce a right or claim against any Debtor relating to any money paid by any Guarantor to a Beneficiary under this document;
- (c) have or exercise any rights as surety in competition with a Beneficiary;
- (d) subject to clause 2.9(a)(ii), receive, claim or have the benefit of any payment (including a payment under a Guarantee), distribution or Security Interest from or on account of any Debtor or any other person;
- (e) in reduction of its liability under this document, raise a defence, set off or counterclaim available to itself, any Debtor or a co-surety or co-indemnifier against a Beneficiary or claim a set off or make a counterclaim against a Beneficiary; or
- (f) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any agreement or document to which a Beneficiary is a party.

2.8 No marshalling

No Beneficiary is not under any obligation to marshal or appropriate in favour of any Guarantor or to exercise, apply, perfect or recover any Security Interest that the Beneficiary

holds at any time or any funds or property that the Beneficiary may be entitled to receive or have a claim on.

2.9 Effect of Insolvency Event

- (a) If the Debtor is wound up or bankrupted:
 - (i) each Guarantor irrevocably authorises each Beneficiary to:
 - (A) prove for all money that the Guarantor has paid under this document; and
 - (B) retain and carry to a suspense account and appropriate at the Beneficiary's discretion any dividends and other money received in relation to any Guaranteed Money,
 until all Guaranteed Obligations have been irrevocably paid and performed in full. The Beneficiaries are not obliged to do this.
 - (ii) each Guarantor may prove for any money owing by the Debtor to that Guarantor (other than any money which a Beneficiary is authorised to prove for under clause 2.9(a)(i)(A)).
- (b) If an Insolvency Event has occurred in relation to the Debtor or a Guarantor, any amount paid by the Debtor or the Guarantor (as the case may be) within the preceding 6 months (relevant payment) will only be applied against any Guaranteed Obligations if:
 - (i) the Security Trustee forms the opinion in good faith (which will be conclusively binding on the Guarantor) that it will not be required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors; or
 - (ii) a final judgment is given by a court of competent jurisdiction in favour of the Security Trustee or the relevant Beneficiary that it is not required to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors.
- (c) If an amount is applied against any Guaranteed Obligations and the Security Trustee or the relevant Beneficiary forms the opinion in good faith that it is obliged to pay the relevant payment to any person under any law relating to bankruptcy, winding up or the protection of creditors:
 - (i) each Beneficiary's rights are to be reinstated and will be the same in relation to that amount as if the application, or the payment or transaction giving rise to it, had not been made; and
 - (ii) each Guarantor must immediately do anything (including the signing of documents) required by the Security Trustee to restore to the relevant Beneficiaries any Guarantee or Security Interest to which it was entitled

immediately before that application or the payment or transaction giving rise to it.

- (d) Any discharge or release between a Beneficiary and any Guarantor is subject to reinstatement of a Beneficiary's rights under this subclause.

2.10 Security Trustee and Beneficiaries not liable

The Security Trustee and the Beneficiary's are not liable for any loss suffered by any Guarantor as a direct or indirect result of:

- (a) the Security Trustee's exercise or attempted exercise of, or failure to exercise, any of its rights contained in this document; or
- (b) any release or dealing with any other Guarantee or Security Interest (including any prejudice to or loss of any Guarantor's rights of subrogation).

3. INDEMNITY IN RESPECT OF ALL GUARANTEED OBLIGATIONS

3.1 Indemnity

For the consideration mentioned in clause 2.1, each Guarantor (as primary obligor) must unconditionally indemnify each Beneficiary against, and must pay a Beneficiary on demand the amount of, any loss that a Beneficiary may suffer because:

- (a) any of the Guaranteed Obligations are unenforceable; or
- (b) any of the Guaranteed Money is not recoverable from the Debtor or is repaid or restored after it has been recovered,

including the amount of any Guaranteed Money (or any money which, if recoverable, would have formed part of any Guaranteed Money) that is not or may not be recoverable.

3.2 Application of the indemnity

The indemnity in clause 3.1 extends to any money that is not recoverable:

- (a) because of any legal limitation, disability or incapacity of or affecting any Debtor or any other person;
- (b) because any transaction relating to that money was void, illegal, voidable or unenforceable;
- (c) whether or not any Beneficiary knew or should have known any of the relevant matters or facts; and
- (d) because of any fact or circumstance.

4. DEFAULT INTEREST

4.1 Guarantor must pay interest

- (a) Each Guarantor must pay interest on each amount that is not paid when due from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, at the rate calculated in accordance with paragraph (b). This interest must be paid on demand.
- (b) Interest on an unpaid amount accrues each day in the Default Interest Period at the Default Rate for that Default Interest Period, and is capitalised (if not paid) on the last day of that Default Interest Period.
- (c) This subclause does not affect any Guarantor's obligation to pay each amount under this document when it is due.
- (d) For the avoidance of doubt interest on an unpaid amount will only accrue under this clause 4.1 at any time if interest is not also accruing on that amount at that time under the Syndicated Loan Agreement.

4.2 Interest after judgment

If a liability of a Guarantor becomes merged in a judgment or order, the Guarantor, as an independent obligation, must pay interest on the amount of that liability, from (and including) the date of the judgment or order until it is paid in full, at the higher of the rate that applies under the judgment or order and the rate calculated in accordance with clause 4.1.

4.3 Accrual and calculation of interest

Interest under this clause:

- (a) accrues daily; and
- (b) is calculated on the basis of the actual number of days on which interest has accrued and of a 365 day year.

5. PAYMENTS

5.1 How payments must be made

- (a) Each Guarantor must make each payment to a Beneficiary under this document by delivering an unendorsed bank cheque to a Beneficiary at the place, or by direct transfer of cleared funds to the credit of the account, that the relevant Beneficiary nominates at least 1 Business Day before the payment is made.
- (b) Each Guarantor must make each payment to a Beneficiary under this document without any set-off or counterclaim and (to the extent permitted by law) free and clear of, and without deduction or withholding for or on account of, any Taxes.

5.2 Deductions and withholdings

If at any time an applicable law obliges a Guarantor to make a deduction or withholding in respect of Taxes from a payment to a Beneficiary under this document, the Guarantor must:

- (a) notify the Beneficiary of the obligation promptly after the Guarantor becomes aware of it;
- (b) ensure that the deduction or withholding does not exceed the minimum amount required by law;
- (c) pay to the relevant Government Agency on time the full amount of the deduction or withholding and promptly deliver to the Beneficiary a copy of any receipt, certificate or other proof of payment; and
- (d) indemnify the Beneficiary against the deduction or withholding by paying to the Beneficiary, at the time that the payment to the Beneficiary is due, an additional amount that ensures that, after the deduction or withholding is made, the Beneficiary receives a net sum equal to the sum that it would have received if the deduction or withholding had not been made.

5.3 Currency of payments

Each Guarantor must pay each amount required to be paid by it under this document in Australian dollars.

5.4 Currency indemnity

If, for any reason (including as a result of a judgment or order), an amount payable by a Guarantor under or in respect of this document (Relevant Amount) is received by a Beneficiary in a currency (Payment Currency) that is not the currency in which the amount is expressed to be payable under this document (Required Currency) then the Guarantor, as an independent obligation, must indemnify the Beneficiary against, and must pay the Beneficiary on demand the amount of, any shortfall between:

- (a) the amount of Required Currency which the Beneficiary receives on converting the amount it received in the Payment Currency into an amount in the Required Currency in accordance with its usual practice; and
- (b) the Relevant Amount in the Required Currency.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

Each Guarantor represents and warrants that:

- (a) (status) it and each of its subsidiaries is a company limited by shares under the Corporations Act;

- (b) (power) it has full legal capacity and power to:

- (i) own its property and to carry on its business; and
- (ii) enter into the Transaction Documents to which it is a party and to carry out the transactions that those documents contemplate;

- (c) (corporate authority) it has taken all corporate action that is necessary or desirable to authorise its entry into the Transaction Documents to which it is a party and its carrying out the transactions that those documents contemplate;

- (d) (Authorisations) it holds each Authorisation that is necessary or desirable to:

- (i) enable it to properly execute the Transaction Documents to which it is a party and to carry out the transactions that those documents contemplate;
- (ii) ensure that the Transaction Documents to which it is a party are legal, valid, binding and admissible in evidence; or
- (iii) enable it to properly carry on its business,

and it is complying with any conditions to which any of these Authorisations is subject;

- (e) (documents effective) each Transaction Document to which it is a party constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;

- (f) (ranking)

- (i) in the case of the Debtor and each other Guarantor who has granted an Equitable Mortgage of Shares, the payment obligations under each Transaction Document to which the Debtor, or that Guarantor, is a party rank ahead of all its unsecured and unsubordinated payment obligations (whether present or future, actual or contingent); and
- (ii) the payment obligations of each other Guarantor under each Transaction Document to which it is a party rank at least equally with all of its unsecured and unsubordinated payment obligations (whether present or future, actual or contingent) other than obligations that are mandatorily preferred by law;

- (g) (no contravention) neither its execution of any Transaction Document nor the carrying out by it of the transactions that those documents contemplate, does or will:

- (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
- (ii) contravene any Authorisation;

- (iii) contravene any undertaking or instrument binding on it or any of its property;
 - (iv) contravene its constitution; or
 - (v) require it to make any payment or delivery in respect of any Financial Indebtedness before it would otherwise be obliged to do so;
- (b) (no litigation) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, threatened which, if adversely decided, could have a Material Adverse Effect on it or any of its subsidiaries;
- (i) (other information):
- (i) the other information and reports (if any) that it has given to the Facility Agent in connection with any Transaction Document are true and accurate in all material respects and not misleading in any material respect (including by omission); and
 - (ii) any forecasts and opinions in them are fair and reasonable (and were made or formed after due inquiry and consideration by its appropriate officers),
- as at the date of this document or, if given later, when given;
- (j) (disclosure of relevant information) it or another Guarantor has disclosed to the Facility Agent all the information that is material to an assessment by the Facility Agent of the risks that it assumes by entering any Transaction Document;
 - (k) (no Security Interest) no Fixed Charge Property and no Relevant Asset is subject to an Security Interest other than a Permitted Security Interest;
 - (l) (no default) no Event of Default and, to the best of its knowledge and belief after making due and proper enquiry, no Potential Event of Default has occurred and is continuing, and it is not in breach of any other document or agreement in a manner that could have a Material Adverse Effect on it;
 - (m) (no Controller) no Controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries;
 - (n) (no trust) except as otherwise agreed, it is not entering into any Transaction Document or acquiring any Relevant Asset as trustee of any trust or settlement or as responsible entity of any managed investment scheme;
 - (o) (no security to Guarantor) it has not taken any Security Interest from any Debtor for or in consideration of assuming any of its obligations under any Transaction Document to which it is a party;
 - (p) (commercial benefit) its execution of each Transaction Document to which it is a party and the carrying out by it of the transactions that each such Transaction

Document contemplate is for its corporate benefit of and in its commercial interests; and

- (q) (solvency) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable.

6.2 Repetition of representations and warranties

- (a) The representations and warranties in clause 6.1 are taken to be repeated on each Drawdown Date and (other than clause 6.1(i) to the extent it relates to information given on the date of this document, clause 6.1(j) and clause 6.1(l) to the extent it relates to a Potential Event of Default) on each Interest Payment Date, on the basis of the facts and circumstances as at that date.
- (b) The representations and warranties in clause 9 of the Syndicated Loan Agreement are repeated by the Debtor in respect of an Additional Guarantor on the date that the relevant Additional Guarantor becomes a Security Provider in accordance with clause 10.6 of the Syndicated Loan Agreement, on the basis of the facts and circumstances as at that date.

6.3 Reliance on representations and warranties

Each Guarantor acknowledges that the Beneficiaries have executed the Transaction Documents and agreed to take part in the transactions that those documents contemplate in reliance on the representations and warranties that are made or repeated in this clause.

6.4 No representations by any Beneficiary

Each Guarantor acknowledges that it has not relied and will not rely on any representation, statement or promise made by or on behalf of any Beneficiary in deciding to enter into any Transaction Document or to exercise any right or perform any obligation under them.

6.5 Beneficiaries have no duty to disclose

Except as provided in this document, the Beneficiaries are not, before execution of this document by any Guarantor, and are not in the future, liable to do anything (including disclosing any information to any Guarantor) relating to any Debtor's affairs or transactions with any of them.

7. UNDERTAKINGS

7.1 General undertakings

Each Guarantor must:

- (a) (maintain status) maintain, and ensure that each of its subsidiaries maintains, its status as a company limited by shares under the Corporations Act;
- (b) (comply with law) comply with, and ensure that each of its subsidiaries complies with, all applicable law including by paying when due all Taxes for which it or any of its property is assessed or liable (except to the extent that these are being

diligently contested in good faith and by appropriate proceedings and it or the relevant subsidiary has made adequate reserves for them);

- (c) (keep books) keep, and ensure that each of its subsidiaries keeps, proper books (as defined in the Corporations Act) recording its activities and those of each of its subsidiaries (including financial records in accordance with the Corporations Act), and permit the Facility Agent or its representatives on request to examine and take copies of them;
- (d) (hold Authorisations) obtain and maintain each Authorisation that is necessary or desirable to:
 - (i) execute the Transaction Documents to which it is a party and to carry out the transactions that those documents contemplate;
 - (ii) ensure that the Transaction Documents to which it is a party are legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business,and must comply with any conditions to which any of these Authorisations is subject;
- (e) (no administrator) not appoint, and ensure that none of its subsidiaries appoints, an administrator without notice to the Facility Agent;
- (f) (no security to Guarantor) not take any Security Interest from any Debtor for or in consideration of assuming any of its obligations under any Transaction Document;
- (g) (notice of litigation) give to the Facility Agent full details of any litigation, arbitration, mediation, conciliation or administrative proceedings which, if adversely decided, could have a Material Adverse Effect on it, as soon as the proceedings are commenced or threatened;
- (h) (other information) give to the Facility Agent promptly on request (and in any event within 5 Business Days) any other information relating to the financial condition, business, property and affairs of itself or any of its related bodies corporate that the Facility Agent reasonably requests, and
- (i) (filings or Taxes) do all things requested of it by the Facility Agent to ensure that all filings and registration which are required to be effected, and all Taxes which are required to be paid, to ensure that any Transaction Documents are legal, valid, binding and admissible in evidence and have the priority that they contemplate are effected, paid or otherwise completed.

7.2 Financial undertakings

Each Guarantor must:

- (a) (negative pledge) not create or permit to exist any Security Interest over any Fixed Charge Property or over any Relevant Asset, other than a Permitted Security Interest;
- (b) (no disposal of property) not dispose of, declare a trust over or otherwise create an interest in, and must ensure that none of its subsidiaries disposes of, declares a trust over or otherwise creates an interest in, a Relevant Asset except (subject to anything to the contrary in any other Transaction Document):
 - (i) as permitted by paragraph (a);
 - (ii) with the prior written consent of the Facility Agent (acting on the instructions of the Majority Financiers); or
 - (iii) at arm's length in a transaction that is entered into in the ordinary course of its ordinary business,provided that if any such transaction constitutes a disposal of the Relevant Asset to a person who is not a Security Provider the Debtor contemporaneously with the completion of the transaction have prepaid the Advance originally designated for any such Relevant Asset in accordance with clause 7.3 of the Syndicated Loan Agreement. In addition, without limiting clause 7.2(e), a Guarantor must not dispose of any property that is subject to a mortgage or a fixed charge in favour of the Security Trustee except with the Security Trustee's consent;
- (c) (insurance) keep, and must ensure that each of its subsidiaries keeps, all of its business and Relevant Assets insured:
 - (i) against the risks and in the amounts that are prudent or usual for a person conducting a business similar to it (including public risk or other insurances), with sound and reputable insurers; or
 - (ii) as the Facility Agent requires,and must provide the Facility Agent on request with details of the insurance, evidence that it is in full effect and evidence that all premiums have been paid and in respect of any Relevant Asset, ensure that the Security Trustee is noted as first loss payee; and
- (d) (preserve and protect Relevant Assets) promptly do everything necessary or reasonably required by the Guarantor to:
 - (i) preserve and protect the value of its Relevant Assets; and
 - (ii) protect and enforce its title to its Relevant Assets.

7.3 Application of insurance money

- (a) Subject to clause 7.3(c), if no Event of Default or Potential Event of Default has occurred and is subsisting, any money received or recovered under a claim involving the Secured Property or a Relevant Asset, or any other claim for which the loss funds are payable to any Guarantor must be held in a separate account for the Security Trustee and applied, at the option of the Guarantor:
 - (i) towards satisfaction of the Guaranteed Obligations; or
 - (ii) to the extent necessary, to repair, replace or reinstate the Secured Property or the Relevant Asset (as applicable) or otherwise for the purpose for which the relevant insurance policy was maintained.
- (b) Subject to clause 7.3(c) if an Event of Default or Potential Event of Default occurs and is subsisting moneys referred to in clause 7.3(a) must be kept in a separate account for the Security Trustee and will be applied as follows:
 - (i) any such moneys up to the amount of \$2,000,000 in any 12 month period will be applied at the option of the Guarantor for any of the purposes referred to in clause 7.3(a)(i) or clause 7.3(a)(ii); and
 - (ii) any such moneys over the amount of \$2,000,000 in any 12 month period will be applied at the option of the Security Trustee for any of the purposes referred to in clause 7.3(a)(i) or clause 7.3(a)(ii) but in exercising its option (and without limiting the rights of the Security Trustee in any way) the Security Trustee will consider any rights of the Growers in respect of the relevant Secured Property or the Relevant Asset.
- (c) If required under the terms of a reinstatement policy, the Guarantor must apply all proceeds payable under the reinstatement policy to the reinstatement of its Secured Property or the Relevant Asset.
- (d) The Guarantor must ensure that:
 - (i) any money received or recovered under a claim for workers compensation or public risk and products liability is paid to the person entitled to be compensated under the relevant policy; and
 - (ii) any money received or recovered under a reinstatement policy is paid, if required under the terms of the policy, to the person entitled to payment under the contract for reinstatement of the Secured Property.

8. GENERAL INDEMNITY

Each Guarantor must indemnify each Beneficiary against, and must pay a Beneficiary on demand the amount of, all losses, liabilities, expenses and Taxes incurred in connection with the administration, and any actual or attempted preservation or enforcement, of any rights under this document.

9. CONFIDENTIALITY

A party must not disclose any information concerning the contents of, or the transactions contemplated by, this document to any person who is not a party to the Transaction Documents, except to the extent that:

- (a) (permitted by documents) the disclosure is expressly permitted by this document;
- (b) (consent of other party) the other party consents to the disclosure;
- (c) (public domain) the information is already in the public domain, unless it entered the public domain because of a breach of confidentiality by the party;
- (d) (employees and advisers) the disclosure is made on a confidential basis to the party's officers, employees, agents, financiers or professional advisers of the party or its holding company, and is necessary for the party's business;
- (e) (comply with laws) the disclosure is necessary to comply with any applicable law, or an order of a court or tribunal;
- (f) (related body corporate) the disclosure is made to a related body corporate of a party;
- (g) (comply with directives) the disclosure is necessary to comply with a directive or request of any Government Agency or stock exchange (whether or not having the force of law) so long as a responsible person in a similar position would comply;
- (h) (obtain Authorisations) the disclosure is necessary or desirable to obtain an Authorisation from any Government Agency or stock exchange;
- (i) (responsible entity) the disclosure is necessary to enable a party to perform its obligations as responsible entity of any managed investment scheme;
- (j) (discovery and litigation) the disclosure is necessary or desirable in relation to any discovery of documents, or any proceedings before a court, tribunal, other Government Agency or stock exchange; or
- (k) (assignee of Beneficiary) the disclosure is made to a potential transferee, assignee, participant or sub-participant in respect of the a Beneficiary's rights or interests under this document or to any other person who is considering entering into contractual relations with a Beneficiary in connection with this document, but only if the recipient agrees in writing to use the information only for the purposes for which it has been disclosed and to be otherwise bound by the terms of this clause 9 as if it were named in this document; or
- (l) (provider of Financial Indebtedness) the disclosure is made to a potential or existing provider of Financial Indebtedness but only to the extent that disclosure consists of providing that person with a copy of this document or another Security and only if the recipient agrees in writing to be otherwise bound by this clause as if it were a party to this document.

10. NOTICES

10.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.

10.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is delivered or sent by fax:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail - on actual receipt.

10.3 Address for notices

A person's address and fax number are those set out below, or as the person notifies the sender:

Security Trustee

Address: Level 27
45 Clarence Street
SYDNEY NSW 2000
Fax number: (612) 8299 8888
Attention: Michael Dawkins, Agency & Trustee Services

Each Guarantor

Address: Level 8
461 Bourke Street
Melbourne VIC 3000

Fax number: (03) 9678 4271
Attention: General Manager, Corporate Finance

11. AMENDMENT AND ASSIGNMENT

11.1 Amendment

This document can only be amended, supplemented, replaced or novated by another document signed by the parties.

11.2 Assignment

Clause 12.2 of the Security Trust Deed applies to this document as if set out in full, except that references to "Obligors" are to be read as references to Guarantors.

11.3 Accession of Additional Guarantors

- (a) Each Guarantor shall ensure that each entity which becomes a wholly owned subsidiary of it or Qualifying Subsidiary shall promptly complete, sign and deliver to the Security Trustee an Accession Deed pursuant to which that wholly owned subsidiary or Qualifying Subsidiary agrees to be bound by all of the terms of this Guarantee as if it had originally been a party to this Guarantee as a Guarantor (together with such board resolutions and other corporate documentation as the Security Trustee may reasonably require).
- (b) Each of the Guarantors (other than the person or entity executing the Accession Deed in its capacity as Additional Guarantor) irrevocably authorises the Debtor as its agent to execute on its behalf any Accession Deed which has been duly completed, signed and delivered by an Additional Guarantor.

12. GENERAL

12.1 Governing law

- (a) This document is governed by the law in force in Victoria.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

12.2 Liability for expenses

Each Guarantor must indemnify the Security Trustee and the Facility Agent against, and must pay the Security Trustee and the Facility Agent on demand the amount of, all Taxes and reasonable expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this document;
- (b) the transactions that this document contemplates; and

12.8 Set-off

If:

- (a) an Event of Default subsists;
- (b) the Security Trustee has made a demand on the Guarantors under clause 2.3(a),
a Beneficiary may set-off
- (c) any amounts owed or that may become owing by it to the Debtor on the Debtor's own account (and not, for the avoidance of doubt, on account of any Grower); and
- (d) any amounts owed or that may become owing by it to any other Guarantor on that Guarantor's own account (and not, for the avoidance of doubt, on account of any Grower) in respect of, or relating to, a Relevant Asset,

against amounts owing to the Beneficiary in respect of the Guaranteed Obligations.

12.9 No merger

Nothing in this document merges with any other Security Interest, or any Guarantee, judgment or other right or remedy, that a Beneficiary may hold at any time.

12.10 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of any Guarantor, or the exercise by a Beneficiary of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

12.11 Inconsistency with other documents

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

12.12 Execution by less than all parties

This document binds each of the persons executing it even if:

- (a) 1 or more of the persons named in this document as a Guarantor does not execute this document or is not bound or ceases to be bound by this document; or
- (a) a Beneficiary does not execute or only subsequently executes this document.

12.13 Counterparts

This document may be executed in counterparts.

- (a) any amendment to, or any consent, approval, waiver, release or discharge of or under, this document,

including legal expenses on a full indemnity basis and expenses incurred in engaging consultants.

12.3 Giving effect to this document

Each Guarantor must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the Security Trustee may reasonably require to give full effect to this document.

12.4 Waiver of rights

A right may only be waived in writing, signed by the Security Trustee, and:

- (a) no other conduct of the Security Trustee (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

12.5 Operation of indemnities

- (a) Each indemnity in this document survives the expiry or termination of this document.
- (b) The Financier may recover a payment under an indemnity in this document before it makes the payment in respect of which the indemnity is given.

12.6 Consents

Where this document contemplates that the Security Trustee or the Facility Agent may agree or consent to something (however it is described), the Security Trustee or the Facility Agent may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this document expressly contemplates otherwise.

12.7 Statements by the Security Trustee

A statement by the Security Trustee on any matter relating to this document (including any amount owing by any Guarantor) is conclusive unless clearly wrong on its face.

12.14 Attorneys

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SCHEDULE 1

GUARANTORS

	Name	AGN
1.	Almond Land Pty Ltd	091 460 392
2.	Almonds Australia Pty Ltd	094 429 419
3.	B.B. Olives Pty Ltd	083 992 367
4.	Jindalee Enterprises Pty Ltd	007 774 763
5.	Mango Land Pty Ltd	111 278 936
6.	OIM#4 Pty Ltd	115 519 607
7.	Olivecorp Land Pty Ltd	090 141 512
8.	Olivecorp Processing Facility Pty Ltd	098 581 081
9.	Timbercorp Finance Pty Ltd	054 581 190
10.	Timbercorp Lands Pty Ltd	085 886 835
11.	Timbercorp Plantations Pty Ltd	094 789 554
12.	Timbercorp Plantations 2002 IAB Pty Ltd	100 116 827
13.	Timbercorp Treasury Pty Limited	097 898 130

SCHEDULE 2

FORM OF ACCESSION DEED

This Deed is made on [] between:

1. [] ACN and [] (the Additional Guarantor) [insert ACN/ABN and registered Office/Address];
2. Timbercorp Limited ACN 055 185 067 in its capacity as agent for each of the Guarantors under the Guarantee (the Agent); and
3. BWA Custodians Ltd ABN 63 009 413 852 (the Security Trustee).

RECITALS

- A. This Deed is supplemental to the Guarantee and Indemnity dated [] 2006 (the Guarantee) between, among others, the Agent and the Security Trustee.
- B. This Deed has been entered into to record the accession of the Additional Guarantor as a Guarantor under the Guarantee.

IT IS AGREED AS FOLLOWS

1. Accession of New Parties

- (a) The Additional Guarantor agrees to become with immediate effect, a party to, and agrees to be bound by the terms of, the Guarantee as if it had originally been a party to the Guarantee as a Guarantor.
- (b) The Additional Guarantor confirms that its address details for notices are as follows:
Address:
Facsimile:
Attention of:

2. Law

This Deed shall be governed by the law of the state or territory in Victoria.

The Additional Guarantor accepts the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum. This is without prejudice to the Security Trustee's ability to take proceedings against the Additional Guarantor in another jurisdiction.

3. Signatories to the Accession Deed

The Additional Guarantor

[insert appropriate execution language for execution as deed]

The Agent

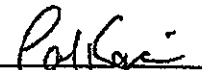
[insert appropriate execution language for execution as deed]

BWA Custodians Ltd

[insert appropriate execution language for execution as deed]

EXECUTED as a deed.

SIGNED, SEALED and DELIVERED for
BWA CUSTODIANS LIMITED under
power of attorney in the presence of:


Signature of witness

CAROL KOVACIC
Name

SIGNED, SEALED and DELIVERED for
BOS INTERNATIONAL (AUSTRALIA)
LIMITED under power of attorney in the
presence of:


Signature of witness

SMOL LEGG
Name

SIGNED, SEALED and DELIVERED for
ALMOND LAND PTY LTD under power
of attorney in the presence of:

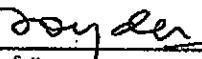

Signature of witness director

Robert James Hancox
Name


Signature of attorney

M. COLEMAN
Name

Date of power of attorney


Signature of attorney

Rayden Isaacs
Name

Date of power of attorney


Signature of attorney company secretary

Mark Hamilton Pty Ltd
Name

Name

Date of power of attorney

SIGNED, SEALED and DELIVERED for
ALMONDS AUSTRALIA PTY LTD
under power of attorney in the presence of:


Signature of witness director

Robert James Hancox
Name

SIGNED, SEALED and DELIVERED for
B.B. OLIVES PTY LTD under power of
attorney in the presence of:


Signature of witness director

Robert James Hancox
Name

SIGNED, SEALED and DELIVERED for
JINDALEE ENTERPRISES PTY LTD
under power of attorney in the presence of:


Signature of witness director

Robert James Hancox
Name

Name


Signature of attorney company secretary

Mark Hamilton Pty Ltd
Name

Date of power of attorney


Signature of attorney company secretary

Mark Hamilton Pty Ltd
Name



Date of power of attorney




Signature of attorney company secretary

Mark Hamilton Pty Ltd
Name



Date of power of attorney



SIGNED, SEALED and DELIVERED for
MANGO LAND PTY LTD under power
of attorney in the presence of:


Signature of witness director

Name
Date of power of attorney




Signature of attorney company secretary

Name
Date of power of attorney



SIGNED, SEALED and DELIVERED for
OIM#4 PTY LTD under power of attorney
in the presence of:


Signature of witness director

Name
Date of power of attorney




Signature of attorney company secretary

Name
Date of power of attorney



SIGNED, SEALED and DELIVERED for
OLIVECORP LAND PTY LTD under
power of attorney in the presence of:


Signature of witness director

Name
Date of power of attorney




Signature of attorney company secretary

Name
Date of power of attorney



SIGNED, SEALED and DELIVERED for
OLIVECORP PROCESSING
FACILITY PTY LTD under power of
attorney in the presence of:


Signature of witness director

Name
Date of power of attorney




Signature of attorney company secretary

Name
Date of power of attorney



SIGNED, SEALED and DELIVERED for
TIMBERCORP FINANCE PTY LTD
under power of attorney in the presence of:


Signature of witness director

Name
Date of power of attorney


Signature of attorney company secretary

Name
Date of power of attorney

SIGNED, SEALED and DELIVERED for
TIMBERCORP LANDS PTY LTD under
power of attorney in the presence of:


Signature of witness director

Name
Date of power of attorney


Signature of attorney company secretary

Name
Date of power of attorney

SIGNED, SEALED and DELIVERED for
TIMBERCORP PLANTATIONS PTY
LTD under power of attorney in the
presence of:



Signature of witness director

Robert James Hancox

Name

Signature of attorney company secretary

Mark Hamilton Pryn

Name

Date of power of attorney

SIGNED, SEALED and DELIVERED for
TIMBERCORP PLANTATIONS 2002
IAB PTY LTD under power of attorney in
the presence of:



Signature of witness director

Robert James Hancox

Name

Signature of attorney company secretary

Mark Hamilton Pryn

Name

Date of power of attorney

SIGNED, SEALED and DELIVERED for
TIMBERCORP TREASURY PTY
LIMITED under power of attorney in the
presence of:



Signature of witness director

Robert James Hancox

Name

Signature of attorney company secretary

Mark Hamilton Pryn

Name

Date of power of attorney