

**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

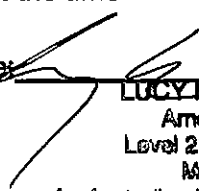
Prepared by:
ARNOLD BLOCH LEIBLER
Lawyers and Advisers
Level 21
333 Collins Street
MELBOURNE 3000

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-36**' 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-36'

**Copies of 30 December 2008
Accession Deeds**

This Deed is made on 30 December 2006 between:

1. Timbercorp Properties Limited ACN 074 825 675 (the **Additional Guarantor**);
2. Timbercorp Limited ACN 055 185 067 in its capacity as agent for each of the Guarantors under the Guarantee (the **Agent**); and
3. BOSI Security Services Limited (formerly named BWA Custodians Ltd) ABN 63 009 413 852 (the **Security Trustee**).

RECITALS

- A. This Deed is supplemental to the Guarantee and Indemnity dated 15 December 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


Executed by **TIMBERCORP**)
PROPERTIES LIMITED)
 ACN 074 825 675)



 Company Secretary/Director

Gideon Meltzer

 Name of Company Secretary/Director (print)



 Director

Sol Charles Rabinowicz

 Name of Director (print)


Executed by **TIMBERCORP LIMITED**)
 ACN 055 185 067)



 Company Secretary/Director

Gideon Meltzer

 Name of Company Secretary/Director (print)



 Director

Sol Charles Rabinowicz

 Name of Director (print)

Executed for and on behalf of **BOSI**)
SECURITY SERVICES LIMITED ABN 69)
 009 413 852 by its attorney who states that)
 no notice of revocation of the power of)
 attorney has been received in the presence)
 of:)

 Attorney

 Witness

 Name of Attorney (print)

 Name of Witness (print)

 Date of power of attorney

3. Signatories to the Accession Deed

Executed by TIMBERCORP)
PROPERTIES LIMITED)
ACN 074 825 675)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by TIMBERCORP LIMITED)
ACN 055 185 067)

Company Secretary/Director

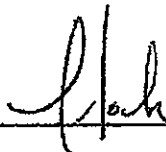
Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Witness



Jason Lock, Associate Director
BOS International

Name of Witness (Level 27, 45 Clarence Street
Sydney NSW 2000

Attorney



Michael Dawkins

Name of Attorney (print)

14 DECEMBER 2006

Date of power of attorney

DEED dated 30 December 2008

BETWEEN

1. **Timbercorp Properties Limited** ACN 074 825 675 (the **New Party**)
2. **BOSI Security Services Limited (formerly named BWA Custodians Limited)** ABN 63 009 413 852 (the **Security Trustee**) for itself and on behalf of each of the other parties to the Security Trust Deed.

IT IS AGREED as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document **Security Trust Deed** means the document entitled "Security Trust Deed (Timbercorp Security Trust)" dated 15 December 2006 between Timbercorp Limited ACN 055 185 067, the Security Trustee and others.

1.2 Interpretation

Clauses 1.2 to 1.5 (inclusive) of the Security Trust Deed apply to this document as if set out in this document in full, with any necessary changes.

2. ACCESSION

With effect from and including the date of this document:

- (a) the New Party shall become a party to the Security Trust Deed and shall assume the obligations and acquire the rights of a "New Obligor" and an "Obligor" under and for all purposes of the Security Trust Deed; and
- (b) each other party to the Security Trust Deed shall acquire corresponding rights against and assume corresponding obligations towards the New Party; and
- (c) the New Party unconditionally and irrevocably agrees to comply with, perform its obligations, undertakings, covenants, agreements and other liabilities in accordance with, and to be bound by the provisions of the Security Trust Deed in its capacity as a "New Obligor" and an "Obligor".

3. CONFIRMATION BY NEW PARTY

The New Party confirms that:

- (a) It has received a copy of the Security Trust Deed, together with all other documents and information which it requires in connection with the transactions contemplated by the Transaction Documents; and
- (b) It has not relied and will not rely on any other party to the Security Trust Deed or any Beneficiary to check or enquire on its behalf into the legality, validity, effectiveness, adequacy or completeness of any of those documents or that information.

4. NOTICES

For the purpose of the Transaction Documents, the details for the New Party for any notice, consent, request, demand, approval or other communication are:

Address: [*]
Facsimile: [*]
Attention: [*]

5. MISCELLANEOUS

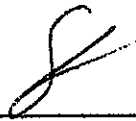
- (a) Each party to this document acknowledges receiving good and valuable consideration for entering into this document.
- (b) Each party to this document acknowledges that this document is a "Transaction Document".
- (c) A provision of this document, or right created under it, may not be waived or varied except in writing signed by or on behalf of the party or parties to be bound.
- (d) The New Party agrees to do anything the Security Trustee reasonably requests (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the New Party under this document and the Security Trust Deed.
- (e) Each attorney executing this document states that he or she has no notice of revocation or suspension of his or her power of attorney.
- (f) This document may be executed in counterparts.

6. LAW

- (a) This document is governed by the law in force in Victoria.
- (b) Each party to this document 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.
- (c) The New Party irrevocably waives any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
TIMBERCORP PROPERTIES LIMITED)
by its attorney in the presence of:)



Attorney DIRECTOR

Sol Charles Rabinowicz

Print name



Witness 
Gideon Meltzer

Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)

Attorney

Witness

Print name

Print name

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
TIMBERCORP PROPERTIES LIMITED)
by its attorney in the presence of:)

Attorney

Witness

Print name

Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)



Attorney



Witness



Print name

DIRECTOR



Print name

This Deed is made on 30 ~~December~~ ²⁰⁰⁶ between:

1. OIM #6 Pty Ltd ACN 121 948 963 (the **Additional Guarantor**);
2. Timbercorp Limited ACN 055 185 067 in its capacity as agent for each of the Guarantors under the Guarantee (the **Agent**); and
3. BOSI Security Services Limited (formerly named BWA Custodians Ltd) ABN 63 009 413 852 (the **Security Trustee**).

RECITALS

- A. This Deed is supplemental to the Guarantee and Indemnity dated 15 December 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

Executed by OIM #6 PTY LTD)
ACN 121 948 963)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by TIMBERCORP LIMITED)
ACN 055 185 067)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Witness

Name of Witness (print)

Attorney

Name of Attorney (print)

Date of power of attorney

3. Signatories to the Accession Deed


Executed by OIM #6 PTY LTD)
ACN 121 948 963)



Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

Sol Charles Rabinowicz

Name of Director (print)


Executed by TIMBERCORP LIMITED)
ACN 055 185 067)




Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

 Sol Charles Rabinowicz

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Witness

Name of Witness (print)

Attorney

Name of Attorney (print)

Date of power of attorney

DEED dated 30 December 2008

BETWEEN

1. **OIM #6 Pty Ltd ACN 121 948 963 (the New Party)**
2. **BOSI Security Services Limited (formerly named BWA Custodians Limited) ABN 63 009 413 852 (the Security Trustee)** for itself and on behalf of each of the other parties to the Security Trust Deed.

IT IS AGREED as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document **Security Trust Deed** means the document entitled "Security Trust Deed (Timbercorp Security Trust)" dated 15 December 2006 between Timbercorp Limited ACN 055 185 067, the Security Trustee and others.

1.2 Interpretation

Clauses 1.2 to 1.5 (inclusive) of the Security Trust Deed apply to this document as if set out in this document in full, with any necessary changes.

2. ACCESSION

With effect from and including the date of this document:

- (a) the New Party shall become a party to the Security Trust Deed and shall assume the obligations and acquire the rights of a "New Obligor" and an "Obligor" under and for all purposes of the Security Trust Deed; and
- (b) each other party to the Security Trust Deed shall acquire corresponding rights against and assume corresponding obligations towards the New Party; and
- (c) the New Party unconditionally and irrevocably agrees to comply with, perform its obligations, undertakings, covenants, agreements and other liabilities in accordance with, and to be bound by the provisions of the Security Trust Deed in its capacity as a "New Obligor" and an "Obligor".

3. CONFIRMATION BY NEW PARTY

The New Party confirms that:

- (a) it has received a copy of the Security Trust Deed, together with all other documents and information which it requires in connection with the transactions contemplated by the Transaction Documents; and
- (b) it has not relied and will not rely on any other party to the Security Trust Deed or any Beneficiary to check or enquire on its behalf into the legality, validity, effectiveness, adequacy or completeness of any of those documents or that information.

4. NOTICES

For the purpose of the Transaction Documents, the details for the New Party for any notice, consent, request, demand, approval or other communication are:

Address: [*]
Facsimile: [*]
Attention: [*]

5. MISCELLANEOUS

- (a) Each party to this document acknowledges receiving good and valuable consideration for entering into this document.
- (b) Each party to this document acknowledges that this document is a "Transaction Document".
- (c) A provision of this document, or right created under it, may not be waived or varied except in writing signed by or on behalf of the party or parties to be bound.
- (d) The New Party agrees to do anything the Security Trustee reasonably requests (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the New Party under this document and the Security Trust Deed.
- (e) Each attorney executing this document states that he or she has no notice of revocation or suspension of his or her power of attorney.
- (f) This document may be executed in counterparts.

6. LAW

- (a) This document is governed by the law in force in Victoria.
- (b) Each party to this document 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.
- (c) The New Party irrevocably waives any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
OIM #6 PTY LTD)
by its attorney in the presence of:)

Attorney

Witness

Print name

Print name

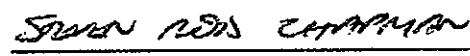
SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)



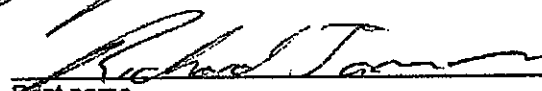
Attorney



Witness




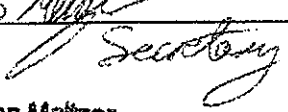
Print name *STEVEN ROSS CHAPMAN*
DIRECTOR




Print name


EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
OIM #6 PTY LTD)
by its attorney in the presence of:)


Witness 
Gideon Meltzer

Print name



Attorney **DIRECTOR**


Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)

Witness

Print name

Attorney

Print name

This Deed is made on 30 December 2006 between:

1. OIM #8 Pty Ltd ACN 119 004 714 (the Additional Guarantor);
2. Timbercorp Limited ACN 055 185 067 in its capacity as agent for each of the Guarantors under the Guarantee (the Agent); and
3. BOSI Security Services Limited (formerly named BWA Custodians Ltd) ABN 63 009 413 852 (the Security Trustee).

RECITALS

- A. This Deed is supplemental to the Guarantee and Indemnity dated 15 December 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

Executed by OIM #8 PTY LTD)
ACN 119 004 714)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by TIMBERCORP LIMITED)
ACN 055 185 067)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Attorney

Witness

Name of Attorney (print) *DAVID JONES*

Name of Witness (print)

Date of power of attorney

3. Signatories to the Accession Deed


Executed by OIM #8 PTY LTD)
ACN 119 004 714)



Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

Sol Charles Rabinowicz

Name of Director (print)


Executed by TIMBERCORP LIMITED)
ACN 055 185 087)



Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

Sol Charles Rabinowicz

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Witness

Name of Witness (print)

Attorney

Name of Attorney (print)

Date of power of attorney

DEED dated 30 December 2008

BETWEEN

1. **OIM #8 Pty Ltd** ACN 119 004 714 (the New Party)
2. **BOSI Security Services Limited (formerly named BWA Custodians Limited)** ABN 63 009 413 852 (the Security Trustee) for itself and on behalf of each of the other parties to the Security Trust Deed.

IT IS AGREED as follows.

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this document **Security Trust Deed** means the document entitled "Security Trust Deed (Timbercorp Security Trust)" dated 15 December 2006 between Timbercorp Limited ACN 055 185 067, the Security Trustee and others.

1.2 **Interpretation**

Clauses 1.2 to 1.5 (inclusive) of the Security Trust Deed apply to this document as if set out in this document in full, with any necessary changes.

2. **ACCESSION**

With effect from and including the date of this document:

- (a) the New Party shall become a party to the Security Trust Deed and shall assume the obligations and acquire the rights of a "New Obligor" and an "Obligor" under and for all purposes of the Security Trust Deed; and
- (b) each other party to the Security Trust Deed shall acquire corresponding rights against and assume corresponding obligations towards the New Party; and
- (c) the New Party unconditionally and irrevocably agrees to comply with, perform its obligations, undertakings, covenants, agreements and other liabilities in accordance with, and to be bound by the provisions of the Security Trust Deed in its capacity as a "New Obligor" and an "Obligor".

3. **CONFIRMATION BY NEW PARTY**

The New Party confirms that:

- (a) it has received a copy of the Security Trust Deed, together with all other documents and information which it requires in connection with the transactions contemplated by the Transaction Documents; and
- (b) it has not relied and will not rely on any other party to the Security Trust Deed or any Beneficiary to check or enquire on its behalf into the legality, validity, effectiveness, adequacy or completeness of any of those documents or that information.

4. **NOTICES**

For the purpose of the Transaction Documents, the details for the New Party for any notice, consent, request, demand, approval or other communication are:

Address: [*]
Facsimile: [*]
Attention: [*]

5. MISCELLANEOUS

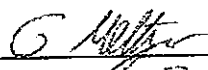
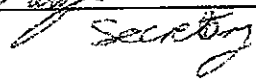
- (a) Each party to this document acknowledges receiving good and valuable consideration for entering into this document.
- (b) Each party to this document acknowledges that this document is a "Transaction Document".
- (c) A provision of this document, or right created under it, may not be waived or varied except in writing signed by or on behalf of the party or parties to be bound.
- (d) The New Party agrees to do anything the Security Trustee reasonably requests (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the New Party under this document and the Security Trust Deed.
- (e) Each attorney executing this document states that he or she has no notice of revocation or suspension of his or her power of attorney.
- (f) This document may be executed in counterparts.


6. LAW

- (a) This document is governed by the law in force in Victoria.
- (b) Each party to this document 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.
- (c) The New Party irrevocably waives any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
OIM #8 PTY LTD)
by its attorney in the presence of:)


Witness 
Gideon Meltzer
Print name


Attorney DIRECTOR
Sol Charles Rabinowicz
Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)

Witness
Print name

Attorney
Print name

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
OIM #8 PTY LTD)
by its attorney in the presence of:)

Attorney

Witness

Print name

Print name

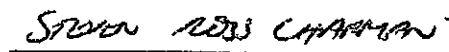
SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)



Attorney



Witness



Print name *STEVEN ROSS CHAPMAN*
DIRECTOR



Print name

DEED dated 30 December 2008

BETWEEN

1. **OIM #10 Pty Ltd ACN 123 041 403 (the New Party)**
2. **BOSI Security Services Limited (formerly named BWA Custodians Limited) ABN 63 009 413 852 (the Security Trustee)** for itself and on behalf of each of the other parties to the Security Trust Deed.

IT IS AGREED as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document **Security Trust Deed** means the document entitled "Security Trust Deed (Timbercorp Security Trust)" dated 15 December 2006 between Timbercorp Limited ACN 055 185 067, the Security Trustee and others.

1.2 Interpretation

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2. ACCESSION

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- (a) the New Party shall become a party to the Security Trust Deed and shall assume the obligations and acquire the rights of a "New Obligor" and an "Obligor" under and for all purposes of the Security Trust Deed; and
- (b) each other party to the Security Trust Deed shall acquire corresponding rights against and assume corresponding obligations towards the New Party; and
- (c) the New Party unconditionally and irrevocably agrees to comply with, perform its obligations, undertakings, covenants, agreements and other liabilities in accordance with, and to be bound by the provisions of the Security Trust Deed in its capacity as a "New Obligor" and an "Obligor".

3. CONFIRMATION BY NEW PARTY

The New Party confirms that:

- (a) it has received a copy of the Security Trust Deed, together with all other documents and information which it requires in connection with the transactions contemplated by the Transaction Documents; and
- (b) it has not relied and will not rely on any other party to the Security Trust Deed or any Beneficiary to check or enquire on its behalf into the legality, validity, effectiveness, adequacy or completeness of any of those documents or that information.

4. NOTICES

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Facsimile: ["]
Attention: ["]

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- (d) The New Party agrees to do anything the Security Trustee reasonably requests (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the New Party under this document and the Security Trust Deed.
- (e) Each attorney executing this document states that he or she has no notice of revocation or suspension of his or her power of attorney.
- (f) This document may be executed in counterparts.

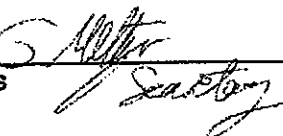
6. LAW

- (a) This document is governed by the law in force in Victoria.
- (b) Each party to this document 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.
- (c) The New Party irrevocably waives any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
OIM #10 PTY LTD)
by its attorney in the presence of:)


Witness



Gideon Meltzer

Print name

Attorney



DIRECTOR

Sol Charles Rabinowicz

Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)

Witness

Attorney

Print name

Print name

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
OIM #10 PTY LTD)
by its attorney in the presence of:)


Attorney

Witness

Print name

Print name


SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)



Attorney



Witness



Print name



Print name

This Deed is made on 30 December 2008 between:

1. OIM #10 Pty Ltd ACN 123 041 403 (the Additional Guarantor);
2. Timbercorp Limited ACN 055 185 067 in its capacity as agent for each of the Guarantors under the Guarantee (the Agent); and
3. BOSI Security Services Limited (formerly named BWA Custodians Ltd) ABN 63 009 413 852 (the Security Trustee).

RECITALS

- A. This Deed is supplemental to the Guarantee and Indemnity dated 15 December 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

Executed by OIM #10 PTY LTD)
ACN 123 041 403)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by TIMBERCORP LIMITED)
ACN 055 185 067)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

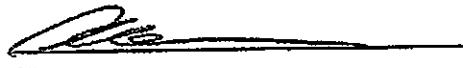
Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)



Attorney



Witness



Name of Attorney (print) **STEVEN ROSS CHAPMAN**
ONEYOK



Name of Witness (print)

Date of power of attorney

3. Signatories to the Accession Deed


Executed by OIM #10 PTY LTD)
ACN 123 041 403)



Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

Sol Charles Rabinowicz

Name of Director (print)


Executed by TIMBERCORP LIMITED)
ACN 055 185 067)



Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

Sol Charles Rabinowicz

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Attorney

Witness

Name of Attorney (print)

Name of Witness (print)

Date of power of attorney

This Deed is made on ~~30 December~~ ²⁰⁰⁶ between:

1. Timbercorp Lot Investments Pty Ltd ACN 125 427 492 (the **Additional Guarantor**);
2. Timbercorp Limited ACN 055 185 067 in its capacity as agent for each of the Guarantors under the Guarantee (the **Agent**); and
3. BOSI Security Services Limited (formerly named BWA Custodians Ltd) ABN 63 009 413 852 (the **Security Trustee**).

RECITALS

- A. This Deed is supplemental to the Guarantee and Indemnity dated 15 December 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

Executed by TIMBERCORP LOT)
INVESTMENTS PTY LTD)
ACN 125 427 492)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)

Executed by TIMBERCORP LIMITED)
ACN 055 185 067)

Company Secretary/Director

Director

Name of Company Secretary/Director (print)

Name of Director (print)


Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)



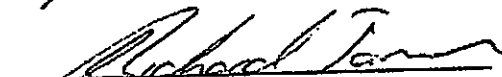
Witness



Attorney



Name of Attorney (print) *ARETOR*



Name of Witness (print)

Date of power of attorney

3. Signatories to the Accession Deed


Executed by TIMBERCORP LOT)
INVESTMENTS PTY LTD)
ACN 125 427 492)



Company Secretary/Director

Gideon Meltzer

Name of Company Secretary/Director (print)



Director

Sol Charles Rabinow

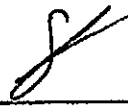
Name of Director (print)

Executed by TIMBERCORP LIMITED)
ACN 055 185 067)



Company Secretary/Director

Name of Company Secretary/Director (print)



Director

Name of Director (print)

Executed for and on behalf of BOSI)
SECURITY SERVICES LIMITED ABN 69)
009 413 852 by its attorney who states that)
no notice of revocation of the power of)
attorney has been received in the presence)
of:)

Witness

Name of Witness (print)

Attorney

Name of Attorney (print)

Date of power of attorney

DEED dated 30 December 2008

BETWEEN

1. **Timbercorp Lot Investments Pty Ltd** ACN 125 427 492 (the **New Party**)
2. **BOSI Security Services Limited (formerly named BWA Custodians Limited)** ABN 63 009 413 852 (the **Security Trustee**) for itself and on behalf of each of the other parties to the Security Trust Deed.

IT IS AGREED as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document **Security Trust Deed** means the document entitled "Security Trust Deed (Timbercorp Security Trust)" dated 15 December 2006 between Timbercorp Limited ACN 055 185 067, the Security Trustee and others.

1.2 Interpretation

Clauses 1.2 to 1.5 (inclusive) of the Security Trust Deed apply to this document as if set out in this document in full, with any necessary changes.

2. ACCESSION

With effect from and including the date of this document:

- (a) the New Party shall become a party to the Security Trust Deed and shall assume the obligations and acquire the rights of a "New Obligor" and an "Obligor" under and for all purposes of the Security Trust Deed; and
- (b) each other party to the Security Trust Deed shall acquire corresponding rights against and assume corresponding obligations towards the New Party; and
- (c) the New Party unconditionally and irrevocably agrees to comply with, perform its obligations, undertakings, covenants, agreements and other liabilities in accordance with, and to be bound by the provisions of the Security Trust Deed in its capacity as a "New Obligor" and an "Obligor".

3. CONFIRMATION BY NEW PARTY

The New Party confirms that:

- (a) it has received a copy of the Security Trust Deed, together with all other documents and information which it requires in connection with the transactions contemplated by the Transaction Documents; and
- (b) it has not relied and will not rely on any other party to the Security Trust Deed or any Beneficiary to check or enquire on its behalf into the legality, validity, effectiveness, adequacy or completeness of any of those documents or that information.

4. NOTICES

For the purpose of the Transaction Documents, the details for the New Party for any notice, consent, request, demand, approval or other communication are:

Address: [*]
Facsimile: [*]
Attention: [*]

5. MISCELLANEOUS

- (a) Each party to this document acknowledges receiving good and valuable consideration for entering into this document.
- (b) Each party to this document acknowledges that this document is a "Transaction Document".
- (c) A provision of this document, or right created under it, may not be waived or varied except in writing signed by or on behalf of the party or parties to be bound.
- (d) The New Party agrees to do anything the Security Trustee reasonably requests (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the New Party under this document and the Security Trust Deed.
- (e) Each attorney executing this document states that he or she has no notice of revocation or suspension of his or her power of attorney.
- (f) This document may be executed in counterparts.

6. LAW

- (a) This document is governed by the law in force in Victoria.
- (b) Each party to this document 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.
- (c) The New Party irrevocably waives any immunity from set-off, suits, proceedings and execution to which it or any of its property may now or in the future be entitled under any applicable law.

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
TIMBERCORP LOT INVESTMENTS PTY LTD)
by its attorney in the presence of:)

Witness

Gideon Meltzer

Print name

Attorney DIRECTOR

Sol Charles Rabinowicz

Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)

Witness

Print name

Attorney

Print name

EXECUTED as a deed.

SIGNED SEALED and DELIVERED for and on)
behalf of)
TIMBERCORP LOT INVESTMENTS PTY LTD)
by its attorney in the presence of:)

Attorney

Witness

Print name

Print name

SIGNED SEALED and DELIVERED for and on)
behalf of)
BOSI SECURITY SERVICES LIMITED)
by its attorney in the presence of:)

Attorney

Witness

STEVEN ROSS CHAPMAN
Print name DIRECTOR

Print name