

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-62**' 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 Services Regulation Act 2012

Exhibit 'MAK-62'

**Copy of Deed recording special resolutions
passed to amend the constitutions**



ABN 86 768 265 615



ASIC

Australian Securities & Investments Commission

TIMBERCORP SECURITIES LIMITED
TIMBERCORP LIMITED
L 8
461 BOURKE ST
MELBOURNE VIC 3000

ASIC Information Processing Centre
14 - 22 Grey Street, Traralgon
PO Box 4000
Gippsland Mail Centre VIC 3841

Customer Inquiries: 1300 300 630
Facsimile: (03) 5177 3999
ASIC Homepage: www.asic.gov.au

Enquiries: 03 5177 3988

Account Number: 22 092311469

Receipt

ACN: 092311469

Company: TIMBERCORP SECURITIES LIMITED

Date	Description	Amount(\$)
11/08/09	Cash Payment Received Thank You -	231.00
Total Amount Paid		\$231.00

Not Subject to GST - Treasurer's Determination 2000 (Exempt Taxes, Fees and Charges).

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)
telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission form **5101**

Notification of
**change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme **2001 Timbercorp Almond Project**
ARSN 095 649 746
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

Details of change

☒ Modification of constitution authorised by special resolution of members
date of resolution (d/m/y) 31/07/09

☐ Replacement of constitution authorised by special resolution of members
date of resolution (d/m/y)

☐ Modification of constitution authorised by responsible entity
date authorised (d/m/y)

☐ Replacement of constitution authorised by responsible entity
date of replacement (d/m/y)

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

I certify that the information in this form is true and complete

print name **MARK ANTHONY KORDA** capacity Liquidator

sign here  date 11/08/09

name of registered scheme **2001 Timbercorp Almond Project**

ARSN 095 649 746

name of responsible entity **Timbercorp Securities Limited (in liquidation)**

ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09

.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2001 Timbercorp Almond Project ARSN 095 649 746

THIS DEED is made on

2009

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2001 Timbertop Almond Project (ARSN 095 649 746) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"Constitution" means the constitution dated 1 February 2001 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

3.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

4 General

4.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

4.2 Attorneys

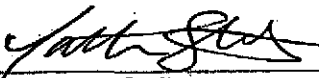
Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

4.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator



Name of witness (print)

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)
telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission form **5101**

**Notification of
change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme **2002 Timbercorp Almond Project**
ARSN 099 611 935
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

Details of change

☒ **Modification of constitution authorised by special resolution of members**
date of resolution (d/m/y) 31/07/09
☐ **Replacement of constitution authorised by special resolution of members**
date of resolution (d/m/y)
☐ **Modification of constitution authorised by responsible entity**
date authorised (d/m/y)
☐ **Replacement of constitution authorised by responsible entity**
date of replacement (d/m/y)

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

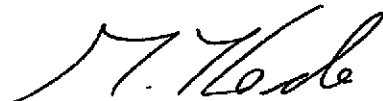
I certify that the information in this form is true and complete

print name **MARK ANTHONY KORDA** capacity Liquidator

sign here  date 11/08/09

name of registered scheme **2002 Timbercorp Almond Project**
ARSN 099 611 935
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09



.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2002 Timbercorp Almond Project ARSN 099 611 935

THIS DEED is made on

2009

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2002 Timbertop Almond Project (ARSN 099 611 935) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"Constitution" means the constitution dated 11 February 2002 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

3.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

4 General

4.1 Paramouncy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

4.2 Attorneys

Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

4.3 Governing law and jurisdiction

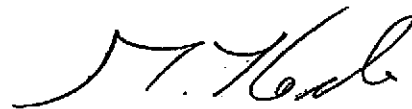
This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by **TIMBERCORP**)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by **MARK ANTHONY KORDA** in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator

JONATHAN STOKES

Name of witness (print)

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)

telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission form **5101**

**Notification of
change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme	2003 Timbercorp Almond Project
ARSN	103 197 299
name of responsible entity	Timbercorp Securities Limited (in liquidation)
ACN	092 311 469

Details of change

☒ **Modification of constitution authorised by special resolution of members**
date of resolution (d/m/y) 31/07/09

☐ **Replacement of constitution authorised by special resolution of members**
date of resolution (d/m/y) _____

☐ **Modification of constitution authorised by responsible entity**
date authorised (d/m/y) _____

☐ **Replacement of constitution authorised by responsible entity**
date of replacement (d/m/y) _____

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

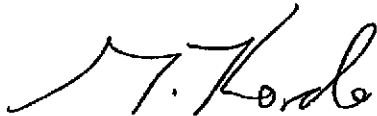
I certify that the information in this form is true and complete

print name MARK ANTHONY KORDA capacity Liquidator

sign here *M. Korda* date 11/08/09

name of registered scheme **2003 Timbercorp Almond Project**
ARSN 103 197 299
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09



.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2003 Timbercorp Almond Project ARSN 103 197 299

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2003 Timbertop Almond Project (ARSN 103 197 299) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the *Constitution* have the same meaning and:

"Constitution" means the constitution dated 17 December 2002 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

3.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

4 General

4.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

4.2 Attorneys


Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

4.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator

JONATHAN STOKES

Name of witness (print)

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)
telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission

form **5101**

**Notification of
change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme **2004 Timbercorp Almond Project**

ARSN 108 336 670

name of responsible entity **Timbercorp Securities Limited (in liquidation)**

ACN 092 311 469

Details of change

☒ **Modification of constitution authorised by special resolution of members**
date of resolution (d/m/y) 31/07/09

☐ **Replacement of constitution authorised by special resolution of members**
date of resolution (d/m/y)

☐ **Modification of constitution authorised by responsible entity**
date authorised (d/m/y)

☐ **Replacement of constitution authorised by responsible entity**
date of replacement (d/m/y)

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

I certify that the information in this form is true and complete

print name **MARK ANTHONY KORDA**

capacity **Liquidator**

sign here

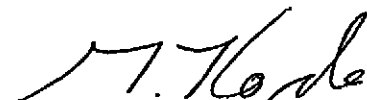
M. Korda

date

11/08/09

name of registered scheme **2004 Timbercorp Almond Project**
ARSN 108 336 670
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09



.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2004 Timbercorp Almond Project ARSN 108 336 670

THIS DEED is made on

2009

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2004 Timbertop Almond Project (ARSN 108 336 670) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"Constitution" means the constitution dated 10 March 2004 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

3.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

4 General

4.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

4.2 Attorneys


Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

4.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

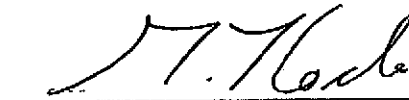
EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness

JONATHAN STOKES

Name of witness (print)



Signature of liquidator

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)
telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission form **5101**

Notification of
**change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme **2005 Timbercorp Almond Project**
ARSN 112 935 092
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

Details of change


☒ Modification of constitution authorised by special resolution of members
date of resolution (d/m/y) 31/07/09
☐ Replacement of constitution authorised by special resolution of members
date of resolution (d/m/y)
☐ Modification of constitution authorised by responsible entity
date authorised (d/m/y)
☐ Replacement of constitution authorised by responsible entity
date of replacement (d/m/y)

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

I certify that the information in this form is true and complete

print name **MARK ANTHONY KORDA** capacity Liquidator
sign here  date 11/08/09

name of registered scheme **2005 Timbercorp Almond Project**

ARSN 112 935 092

name of responsible entity **Timbercorp Securities Limited (in liquidation)**

ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09



.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2005 Timbercorp Almond Project
ARSN 112 935 092

THIS DEED is made on 11 August

2009

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2005 Timbertop Almond Project (ARSN 112 935 092) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"Constitution" means the constitution dated 9 February 2005 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

3.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

4 General

4.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

4.2 Attorneys

Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

4.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator

 JONATHAN STOKES

Name of witness (print)

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)

telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission form **5101**

Notification of
**change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme **2006 Timbercorp Almond Project**
ARSN **118 387 974**

name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN **092 311 469**

Details of change

☒ **Modification of constitution authorised by special resolution of members**
date of resolution (d/m/y) **31/07/09**

☐ **Replacement of constitution authorised by special resolution of members**
date of resolution (d/m/y)

☐ **Modification of constitution authorised by responsible entity**
date authorised (d/m/y)

☐ **Replacement of constitution authorised by responsible entity**
date of replacement (d/m/y)

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

I certify that the information in this form is true and complete

print name **MARK ANTHONY KORDA** capacity **Liquidator**

sign here *M. Korda* date **11/08/09**

name of registered scheme **2006 Timbercorp Almond Project**

ARSN 118 387 974

name of responsible entity **Timbercorp Securities Limited (in liquidation)**

ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09



.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2006 Timbercorp Almond Project
ARSN 118 387 974

THIS DEED is made on

2009

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2006 Timbertop Almond Project (ARSN 118 387 974) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"Constitution" means the constitution dated 15 February 2006 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

Except as specifically amended by this document, all terms and conditions of the Constitution remain in full force and effect.

3.2 Read as a single document

With effect on and from the Effective Date:

- (a) the parties are bound by the Constitution as amended by this deed; and
- (b) the Constitution is to be read as a single integrated document incorporating those amendments.

4 General

4.1 Paramountcy of document

If this deed conflicts with any other document, agreement or arrangement, this document prevails to the extent of the inconsistency.

4.2 Attorneys

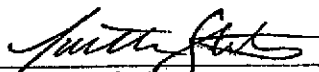
Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

4.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator

JONATHON STOKES

Name of witness (print)

ASIC registered agent number 1987
lodging party or agent name **ARNOLD BLOCH LEIBLER**
address Level 21, 333 Collins Street
MELBOURNE VICTORIA 3000
(Ref: JCS:011499489)
telephone (03) 9229 9999
facsimile (03) 9229 9900
DX number 38455 Melbourne

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission form **5101**

**Notification of
change to registered scheme's
constitution**

Corporations Act 2001
601GC

name of registered scheme **2007 Timbercorp Almond Project**
ARSN 122 511 040
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

Details of change

☒ **Modification of constitution authorised by special resolution of members**
date of resolution (d/m/y) 31/07/09
☐ **Replacement of constitution authorised by special resolution of members**
date of resolution (d/m/y)
☐ **Modification of constitution authorised by responsible entity**
date authorised (d/m/y)
☐ **Replacement of constitution authorised by responsible entity**
date of replacement (d/m/y)

**** A copy of the modification is attached to this form as Annexure A.**

NB: The modification, or repeal and replacement, of the constitution does not take effect until the copy has been lodged.

Signature

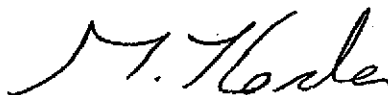
I certify that the information in this form is true and complete

print name **MARK ANTHONY KORDA** capacity Liquidator

sign here  date 11/08/09

name of registered scheme **2007 Timbercorp Almond Project**
ARSN 122 511 040
name of responsible entity **Timbercorp Securities Limited (in liquidation)**
ACN 092 311 469

THIS IS ANNEXURE "A" OF 5 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 11/08/09



.....
Mark Anthony Korda
Liquidator
11/08/09

Amendment Deed

2007 Timbercorp Almond Project
ARSN 122 511 040

PARTIES

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469
of Level 8, 461 Bourke Street, Melbourne 3000
("TSL")

BACKGROUND

- A TSL was appointed the responsible entity of the 2007 Timbertop Almond Project (ARSN 122 511 040) pursuant to the Constitution.
- B In accordance with the order of Robson J of the Supreme Court of Victoria dated 21 July 2009, TSL convened a meeting of the Scheme to consider certain resolutions proposed by the Timbercorp Growers Group.
- C Neither TSL nor the liquidators of TSL accept the validity or efficacy of any of the resolutions proposed.
- D At the meeting held on 31 July 2009, a special resolution was passed that the Constitution be modified as set out in this deed.
- E In accordance with section 601GC of the *Corporations Act 2001 (Cth)* and the special resolution passed at the meeting, TSL has executed this deed to modify the Constitution in the manner set out in this deed.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context requires otherwise, terms that are defined in the Constitution have the same meaning and:

"Constitution" means the constitution dated 2 November 2006 (as amended).

"Effective Date" means the date this deed is lodged with the Australian Securities and Investments Commission.

1.2 Interpretation

Clause 1.2 of the Constitution applies to the interpretation of this deed.

2 Amendment

The Constitution is amended with effect on and from the Effective Date as follows:

- (a) by inserting after Clause 11 the following clause:

"11A Responsible Entity's additional powers

The Responsible Entity has the power to:

- (a) borrow, for the limited purpose provided in sub-clause (d) below (and repay such borrowing and pay interest and costs in relation to such borrowing from monies in the Agency Account);
- (b) grant security over the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (c) advance funds using the moneys in the Agency Account, for the limited purpose provided in sub-clause (d) below;
- (d) seek out, negotiate and implement any restructure proposal and working capital funding proposal to be approved by Growers by ordinary resolution;"

- (b) by Inserting after Clause 14 the following clause:

"14A Responsible Entity's entitlements

The Responsible Entity is entitled to pay or be reimbursed for expenses reasonably and properly incurred in relation to sub-clause 11A(d) out of the Agency Account."

- (c) by replacing the words, "five months after 30 June each year" in sub-clause 13.7(d) with the words, "eleven months after 30 June each year".

3 Constitution

3.1 Remains in effect

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4.3 Governing law and jurisdiction

This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

EXECUTED by TIMBERCORP)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by MARK ANTHONY KORDA in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator

JONATHAN STOKES

Name of witness (print)