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 <u>lzwier@abl.com.au/</u> Lucy Kirwan <u>lkirwan@abl.com.au</u>)

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 Amoki Biosin Lelbhy Lovel 21, 336 Collins Stross Melbourne 3000

Exhibit 'MAK-62'

Copy of Deed recording special resolutions passed to amend the constitutions

ASIC registered agent number lodging party or agent name address 1987 ARNOLD BLOCH LEIBLER

Level 21, 333 Collins Street MELBOURNE VICTORIA 3000

(Ref:JCS 1499489)/*

telephone facsimile DX number (03) 9229 9999 (03) 9229 9900 **455 MELBOURNE**

A BARCO	DE IS NOT	
REQUIRED ON THIS		
DOCU	MENT	
	ASS.	
	PROC.	

Australian	Securities	&	Investments	Comm	ission
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form 104

Record of lodgement of documents duplicate

This is a record of documents lodged with the Australian Securities and Investments Commission. It is not a receipt for documents. At this time, ASIC will not issue an ASCOT or a cashier's receipt

Documents enclosed Fee form number & title company name A.C.N. or A.R.B.N. \$33.00 F5101 (6 PAGES) 2001 TIMBERCORP 095 649 746 ALMOND PROJECT F5101 (6 PAGES) \$33.00 099 611 935 2002 TIMBERCORP ALMOND PROJECT \$33.00 F5101 (6 PAGES) 2003 TIMBERCORP 103 197 299 ALMOND PROJECT \$33.00 F5101 (6 PAGES) 2004 TIMBERCORP 108 336 670 ALMOND PROJECT F5101 (6 PAGES) \$33.00 112 935 092 2005 TIMBERCORP ALMOND PROJECT \$33.00 F5101 (6 PAGES) 2006 TIMBERCORP 118 387 974 ALMOND PROJECT \$33.00 2007TIMBERCORP F5101 (6 PAGES) 112 511 040 ALMOND PROJECT 1 1 AUG 2009 M.S.C. TOTAL \$231.00 CASH PAID ASIC use only place of lodgment 11/08/2009 time date of lodgment receiver to sign here

original to lodging party

duplicate to ASIC





ASIC

Australian Securities & Investments Commission

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

TIMBERCORP SECURITIES LIMITED TIMBERCORP LIMITED L8 **461 BOURKE ST MELBOURNE VIC 3000**

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 lodging party or agent name ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 address (Ref: JCS:011499489) (03) 9229 9999 ASS.

REQ-A telephone (03) 9229 9900 facsimile CASH TREQ-P 38455 Melbourne DX number PROC. form 5101 Australian Securities & Investments Commission Corporations Act 2001 Notification of change to registered scheme's 601GC constitution 2001 Timbercorp Almond Project name of registered scheme 095 649 746 ARSN Timbercorp Securities Limited (in liquidation) name of responsible entity 092 311 469 Details of change Modification of constitution authorised by special resolution of members date of resolution (d/m/y) 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. The modification, or repeal and replacement, of the constitution does not take effect until the copy NB: has been lodged. Signature I certify that the information in this form is true and complete capacity Liquidator MARK ANTHONY KORDA 11/08/09 date

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

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.
- 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

Maine of withess (print)

, ASIC registered agent number lodging party or agent name address	1987 ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref: JCS:011499489)	
telephone facsimile	(03) 9229 9999 (03) 9229 9900	ASS. REQ-A
DX number	38455 Melbourne	CASH REQ-P PROC.
	Australian Securities & Investments Co	ommission form 5101
	Notification of change to registered scheme's constitution	Corporations Act 2001 601GC
name of registered scheme	2002 Timbercorp Almond Proje	ect
ARSN	099 611 935	
name of responsible entity	Timbercorp Securities Limited	(in liquidation)
ACN	092 311 469	
Details of change		
☑ date of resolution (d/m/y)	Modification of constitution authorised by special re 31/07/09	solution of members
date of resolution (d/m/y)	Replacement of constitution authorised by special re	:
date authorised (d/m/y)	Modification of constitution authorised by responsib	-
date of replacement (d/m/y)	Replacement of constitution authorised by responsib	•
**	A copy of the modification is attached to this form	as Annexure A.
NB:	The modification, or repeal and replacement, of the has been lodged.	ne constitution does not take effect until the copy
Signature		
Pignature	I certify that the information in this form is true and o	complete
print name	MARK ANTHONY KORDA.	capacity Liquidator
sign here	T. Hod	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

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.
- 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 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 lodging party or agent name address	1987 ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref. JCS:011499489)			
telephone	(03) 9229 9999			ASS. TREQ-A
facsimile DX number	(03) 9229 9900 38455 Melbourne			CASH C REQ-P
DA Itulioo	JO433 Mctoodine			PROC.
	Australian Securities & Investments Co	mmission	form 51 ()1
	Notification of change to registered scheme's constitution		Corporation 601GC	ons Act 2001
name of registered scheme	2003 Timbercorp Almond Proje	ect		
ARSN	103 197 299			
name of responsible entity	Timbercorp Securities Limited	(in liquida	tion)	
ACN	092 311 469			·
Details of change	'			
date of resolution (d/m/y)	Modification of constitution authorised by special re 31/07/09	solution of men	nbers	
date of resolution (d/m/y)	Replacement of constitution authorised by special re	esolution of men	nbers	
date authorised (d/m/y)	Modification of constitution authorised by responsib	le entity		
date of replacement (d/m/y)	Replacement of constitution authorised by responsib	le entity		
**	A copy of the modification is attached to this form	as Annexure A	\.	e V
NB:	The modification, or repeal and replacement, of the has been lodged.			ffect until the copy
S:			<u> </u>	
Signature	I certify that the information in this form is true and c	complete		
print name	MARK ANTHONY KORDA	capacity Liq	uidator	
sign here	17. Kado	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.

Signature of liquidator

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

CONATHON STOKES

Name of witness (print)

ASIC registered agent number lodging party or agent name address	1987 ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref: JCS:011499489)	
telephone facsimile DX number	(03) 9229 9999 (03) 9229 9900 38455 Melbourne	ASS. REQ-A C CASH REQ-P P PROC. P
	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 liquid	ation)
ACN	092 311 469	
	70-317-5	
Details of change	•	
date of resolution (d/m/y)	Modification of constitution authorised by special resolution of me 31/07/09	mbers
date of resolution (d/m/y)	Replacement of constitution authorised by special resolution of me	mbers
date authorised (d/m/y)	Modification of constitution authorised by responsible entity	
date of replacement (d/m/y)	Replacement of constitution authorised by responsible entity	
**	A copy of the modification is attached to this form as Annexure	: A.
NB:	The modification, or repeal and replacement, of the constitution has been lodged.	a does not take effect until the copy
Signature		
Diguetes	I certify that the information in this form is true and complete	
print name	MARK ANTHONY KORDA capacity L	iguidator
sign here	T. Harlo 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

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.
- 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.

Signature of liquidator

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

JONATHON STOKES

Name of witness (print)

ASIC registered agent number lodging party or agent name address	1987 ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref: JCS:011499489)			
telephone	(03) 9229 9999			ASS. TREQ-A
facsimile	(03) 9229 9900 38455 Melbourne			CASH REQ-P
DX number	38455 Melbourne			PROC.
	4	····Indian	- 51 0	11
	Australian Securities & Investments Co	mmission	form 510	<i>)</i> 1
	Notification of change to registered scheme's constitution		Corporatio	ons Act 2001
name of registered scheme	2005 Timbercorp Almond Proje	ect		
ARSN	112 935 092			
name of responsible entity	Timbercorp Securities Limited	(in liquida	ition)	
ACN	092 311 469	<u>-</u>		
Details of change	•			
data of resolution (d/m/s)	Modification of constitution authorised by special re 31/07/09	solution of mem	nbers	
date of resolution (d/m/y)	31/01/09			
date of resolution (d/m/y)	Replacement of constitution authorised by special re		pbers	
date authorised (d/m/y)	Modification of constitution authorised by responsib			
	Replacement of constitution authorised by responsib	ole entity		
date of replacement (d/m/y)				
* *	A copy of the modification is attached to this form	as Annexure A	k.	
NB:	The modification, or repeal and replacement, of the has been lodged.	te constitution (does not take ef	fect until the copy
			····	
Signature	I certify that the information in this form is true and c	complete		
print name	MARK ANTHONY KORDA	capacity Liq	uidator	
sign here	1.Made	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

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.
- 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

Name of witness (print)

Signature of liquidator

1987 ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref: JCS:011499489)			
(03) 9229 9999 (03) 9229 9900 38455 Melbourne			ASS. REQ-A CASH REQ-P ROC.
			PROC. CL
Australian Securities & Investments Co	mmission	form 510	1
Notification of change to registered scheme's constitution		Corporatio	ons Act 2001
2006 Timbercorp Almond Proje	ect		
118 387 974			
Timbercorp Securities Limited	(in liquida	tion)	· · · · · · · · · · · · · · · · · · ·
092 311 469			
Modification of constitution authorised by special re 31/07/09	solution of mem	bers	
Replacement of constitution authorised by special re	esolution of mem	ibers	
Modification of constitution authorised by responsit	ole entity		
Replacement of constitution authorised by responsit	ole entity		
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The modification, or repeal and replacement, of the has been lodged.	he constitution (does not take e	ffect until the copy
	·		
I certify that the information in this form is true and	complete		
MARK ANTHONY KORDA	capacity Liq	uidator	· · · · · · · · · · · · · · · · · · ·
T. Horle	date	11/08/	09
	ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref. ICS:011499489) (03) 9229 9999 (03) 9229 9900 38455 Melbourne Australian Securities & Investments Colling to registered scheme's constitution 2006 Timbercorp Almond Projection 118 387 974 Timbercorp Securities Limited 1092 311 469 Modification of constitution authorised by special registered to constitution authorised by responsible Replacement of constitution is attached to this form. The modification, or repeal and replacement, of this been lodged.	ARK ANTHONY KORDA (03) 9229 9999 (03) 9229 9999 (03) 9229 9999 (03) 9229 9990 (03) 9229 9990 (03) 9229 9990 (03) 9229 9990 (03) 9229 9900 (03) 922 9900 (03) 922 920	ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref. ICS.011499489) (03) 9229 9990 (03) 9229 9900 38455 Melbourne Australian Securities & Investments Commission Notification of change to registered scheme's constitution 2006 Timbercorp Almond Project 118 387 974 Timbercorp Securities Limited (in liquidation) 092 311 469 Modification of constitution authorised by special resolution of members 31/07/09 Replacement of constitution authorised by responsible entity Replacement of constitution authorised by responsible cutity A copy of the modification is attached to this form as Annexure A. The modification, or repeal and replacement, of the constitution does not take chas been lodged. I certify that the information in this form is true and complete MARK ANTHONY KORDA capacity Liquidator

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

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.
- 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

JONATHON STOKES

Name of witness (print)

Signature of liquidator

ASIC registered agent number lodging party or agent name address	1987 ARNOLD BLOCH LEIBLER Level 21, 333 Collins Street MELBOURNE VICTORIA 3000 (Ref: JCS:011499489)		
telephone facsimile DX number	(03) 9229 9999 (03) 9229 9900 38455 Melbourne		ASS. REQ-A CASH REQ-P PROC.
	Australian Securities & Investments Co	ommissi <u>on</u>	form 5101
	Notification of change to registered scheme's constitution		Corporations Act 2001 601GC
name of registered scheme	2007 Timbercorp Almond Proje	ect	
ARSN	122 511 040		
name of responsible entity	Timbercorp Securities Limited	(in liquida	tion)
ACN	092 311 469		
Details of change	Modification of constitution authorised by special re	esolution of mem	sharc
date of resolution (d/m/y)		Solution of mon	
date of resolution (d/m/y)	Replacement of constitution authorised by special re		ibers
date authorised (d/m/y)	Modification of constitution authorised by responsib		
date of replacement (d/m/y)	Replacement of constitution authorised by responsit		
		4	
**	A copy of the modification is attached to this form		
NB:	The modification, or repeal and replacement, of the has been lodged.	he constitution (noes not take effect until the copy
Signature	I certify that the information in this form is true and	complete	
print name	MARK ANTHONY KORDA	capacity Liq	uidator
sign here	T. Horde	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.
- 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

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.

Governing law and jurisdiction 4.3

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:

JONATHON STOKES
Name of witness (print)

Signature of liquidator