

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 lzwier@abl.com.au /
Lucy Kirwan lkirwan@abl.com.au)

This is the exhibit marked '**MAK-64**' 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
meaning of the Legal Profession Act 2004

Exhibit 'MAK-64'

**Copy of Deeds amending the Almond
Project 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 (03) 9229 9999
facsimile (03) 9229 9900
DX number 455 MELBOURNE

**A BARCODE IS NOT
REQUIRED ON THIS
DOCUMENT**

ASS. ☐ REQ-A ☐
CASH ☐ REQ-P ☐
PROC. ☐

Australian Securities & Investments Commission

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

A.C.N. or A.R.B.N.	company name	form number & title	Fee
112 309 234	1997 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
112 309 216	1998 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
085 827 872	1999 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
091 172 093	2000 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
094 392 000	2001 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
098 233 571	2002 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
103 183 446	2003 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
108 099 645	2004 TIMBERCORP EUCALYPTS PROJECT	F5101 (5 PAGES)	\$33.00
108 336 830	2004 TIMBERCORP TIMBERLOT (SINGLE PAYMENT) PROJECT	F5101 (5 PAGES)	\$33.00
11 683 491	2005 TIMBERCORP TIMBERLOT (SINGLE PAYMENT) PROJECT	F5101 (5 PAGES)	\$33.00
122 510 981	2007/2008 TIMBERCORP TIMBERLOT (SINGLE PAYMENT) PROJECT	F5101 (5 PAGES)	\$33.00
095 649 746	2001 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
099 611 935	2002 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
103 197 299	2003 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
108 336 670	2004 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
112 935 092	2005 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
118 387 974	2006 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
122 511 040	2007 TIMBERCORP ALMOND PROJECT	F5101 (5 PAGES)	\$33.00
094 382 082	2001 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2
098 233 455	2002 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2
104 648 473	2003 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2

RECEIVED

1 SEP 2004

REC'D

[Handwritten signature]

108 744 378	2004 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2
119 182 179	2006 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2
123 155 715	2007 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2
129 307 722	2008 TIMBERCORP OLIVE PROJECT	F5101 (6 PAGES) & F5101 (5 PAGES)	\$33.00 x 2

TOTAL

\$1056.00
cheque
attachedASIC use only place of lodgment
date of lodgment

1/09/2009

time

RECEIVED

- 1 SEP 2009

receiver to sign here

original to lodging party

duplicate to ASIC

Timbercorp Securities Limited (in liquidation)
ACN 092 311 469

Amendment Deed

2001 Timbercorp Almond Project
ARSN 095 649 746

THIS DEED POLL is made on

28 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 2001 Timbercorp Almond Project (ARSN 095 649 746) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any licence and joint venture agreement of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each licence and joint venture agreement on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Licence and Joint Venture Agreement;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 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.

3.3 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)

Amendment Deed

2002 Timbercorp Almond Project
ARSN 099 611 935

THIS DEED POLL is made on 28 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 2002 Timbercorp Almond Project (ARSN 099 611 935) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any licence and joint venture agreement of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each licence and joint venture agreement on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Licence and Joint Venture Agreement;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 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.

3.3 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)

Timbercorp Securities Limited (in liquidation)
ACN 092 311 469

Amendment Deed

2003 Timbercorp Almond Project
ARSN 103 197 299

THIS DEED POLL is made on

28 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 2003 Timbercorp Almond Project (ARSN 103 197 299) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any licence and joint venture agreement of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each licence and joint venture agreement on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Licence and Joint Venture Agreement;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 Attorneys

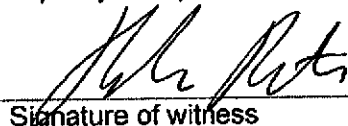
Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

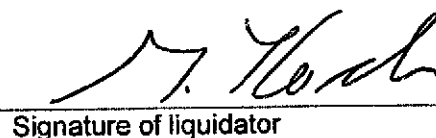
3.3 Governing law and jurisdiction

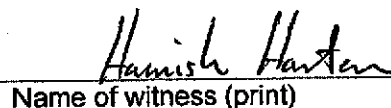
This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

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)

Amendment Deed

2004 Timbercorp Almond Project
ARSN 108 336 670

THIS DEED POLL is made on 28 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 2004 Timbercorp Almond Project (ARSN 108 336 670) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any sub-leases of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each sub-lease on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Sub-lease;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 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.

3.3 Governing law and jurisdiction

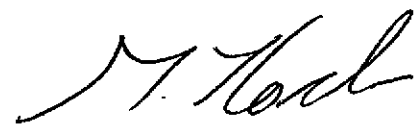
This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

EXECUTED as a DEED

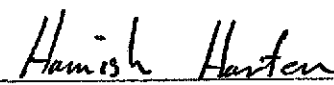
EXECUTED by **TIMBERCORP**)
SECURITIES LIMITED (in liquidation) by)
being signed in its name and on its behalf)
by **MARK ANTHONY KORDA** in his)
capacity as liquidator in the presence of:)



Signature of witness



Signature of liquidator



Name of witness (print)

Amendment Deed

2005 Timbercorp Almond Project
ARSN 112 935 092

THIS DEED POLL is made on 28 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 Timbercorp Almond Project (ARSN 112 935 092) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any sub-leases of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each sub-lease on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Sub-lease;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 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.

3.3 Governing law and jurisdiction

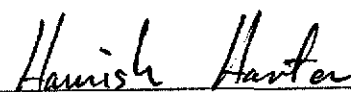
This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

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

Amendment Deed

2006 Timbercorp Almond Project
ARSN 118 387 974

THIS DEED POLL is made on 28 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 2006 Timbercorp Almond Project (ARSN 118 387 974) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any sub-leases of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each sub-lease on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Sub-lease;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 Attorneys

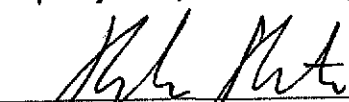
Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

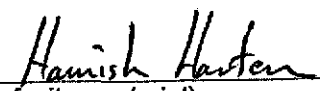
3.3 Governing law and jurisdiction


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

Amendment Deed

2007 Timbercorp Almond Project
ARSN 122 511 040

THIS DEED POLL is made on 28 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 2007 Timbercorp Almond Project (ARSN 122 511 040) pursuant to the Constitution.
- B TSL is desirous of disposing of its assets including various leases granted by third parties.
- C In order to give clear and free title to the assignee of any lease, any sub-leases of the leased land may be surrendered.
- D TSL considers it appropriate that it be granted the power to surrender each sub-lease on behalf of the Growers.
- E On 21 August 2009, Justice Robson of the Supreme Court of Victoria directed TSL and the liquidators of TSL that the liquidators of TSL would be justified in executing or procuring TSL to execute a deed amending the Constitution, pursuant to section 601GC(1)(b) of the *Corporations Act*, in the form of this Deed.
- F In accordance with section 601GC of the *Corporations Act* and the directions of the Court, 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 by inserting after clause 11(f) the following clause:

"(fa) to assign, terminate, surrender or otherwise deal with any Sub-lease;"

2.1 Remains in effect

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

2.2 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.

3 General

3.1 Paramountcy of document

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

3.2 Attorneys

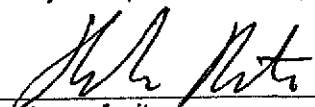
Each person who executes this deed on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

3.3 Governing law and jurisdiction

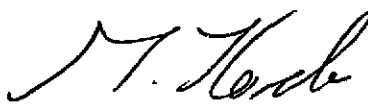
This deed will be governed by and construed in accordance with the laws in force in the State of Victoria and each party submits to the non-exclusive jurisdiction of the courts of that State.

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)