

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

SCI 2010 398

IN THE MATTER OF TIMBERCORP SECURITIES LIMITED
(IN LIQUIDATION)

ACN 092 311 469

TIMBERCORP SECURITIES LIMITED (IN LIQUIDATION)
ACN 092 311 469 IN ITS CAPACITY AS RESPONSIBLE ENTITY
OF THE 2005 TIMBERCORP CITRUS PROJECT (ARSN 114 091 299)
AND ORS

Plaintiffs

CERTIFICATE IDENTIFYING EXHIBIT

Date of document: 8 February 2010
Filed on behalf of: the Plaintiffs

Prepared by:
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(Leon Zwier - lzwier@abl.com.au)

This is the exhibit marked "**MAK-7**" now produced and shown to **MARK ANTHONY KORDA**
at the time of swearing his affidavit on 8 February 2010.

Before me: 

CATHERINE HELEN MACRAE
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

Exhibit "MAK-7"
2005 Citrus Scheme Constitution

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

	ASS. <input type="checkbox"/> REQ-A <input type="checkbox"/>
	CASH <input type="checkbox"/> REQ-P <input type="checkbox"/>
	PROC. <input type="checkbox"/>

Australian Securities & Investments Commission

form **5101**

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

Corporations Act 2001
601GC

name of registered scheme	2005 Timbercorp Citrus Project
ARSN	114 091 299
name of responsible entity	Timbercorp Securities Limited (in liquidation)
ACN	092 311 469

Details of change


<input type="checkbox"/>	Modification of constitution authorised by special resolution of members
date of resolution (d/m/y)	/ /
<input type="checkbox"/>	Replacement of constitution authorised by special resolution of members
date of resolution (d/m/y)	/ /
<input checked="" type="checkbox"/>	Modification of constitution authorised by responsible entity
date authorised (d/m/y)	28/01/10
<input type="checkbox"/>	Replacement of constitution authorised by responsible entity
date of replacement (d/m/y)	/ /

** A copy of the modification / new constitution is attached to this form.

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 28/01/10

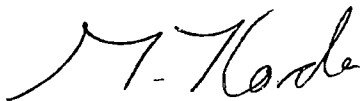
name of registered scheme **2005 Timbercorp Citrus Project**

ARSN 114 091 299

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

ACN 092 311 469

THIS IS ANNEXURE "A" OF 4 PAGES REFERRED TO IN THE FORM 5101 SIGNED
BY ME AND DATED 28/01/10



.....
MARK ANTHONY KORDA
LIQUIDATOR of Timbercorp Securities
Limited (in liquidation)

Timbercorp Securities Limited (in liquidation)
ACN 092 311 469

Further Amendment Deed
2005 Timbercorp Citrus Project
ARSN 114 091 299

Arnold Bloch Leibler
Ref:JCS:011499489
ABL/879691v1

THIS DEED POLL is made on

28 January

2010

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 Citrus Project (ARSN 114 091 299) pursuant to the Constitution.
- B TSL wishes to amend a typographical error in the Constitution and considers that the modification of the Constitution to correct the typographical error will not adversely affect members' rights.
- C In accordance with section 601GC of the *Corporations Act*, 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 May 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 amending clause 11(fa) to read:

"(fa) to assign, terminate, surrender or otherwise deal with any Licence 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)

C 2005 001

CONSTITUTION

2005 TIMBERCORP CITRUS PROJECT

Timbercorp Securities Limited
(ACN 092 311 469)

Each Participant Grower

[EXECUTION COPY]

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Details of this Constitution

Date of the Deed:

This Deed is made on

2 May

2005.

Parties to the Deed:

1. **TIMBERCORP SECURITIES LIMITED**
ACN 092 311 469
Level 8, 461 Bourke Street
Melbourne Victoria 3000
(Responsible Entity)
 2. **EACH PARTICIPANT GROWER**
(Participant Grower)
-

Background to the Deed

- A. The Responsible Entity is the holder of an Australian financial services licence, issued by ASIC and which authorises it to operate the Project.
 - B. The Responsible Entity proposes to issue the PDS, which will invite persons to participate in the Project. By participating, either through the PDS or by some other means, such as a secondary sale, a person will become a Participant Grower and be bound by this Deed.
 - C. Each Participant Grower will be granted a licence by the Responsible Entity, in its personal capacity, in respect of one or more Citruslots under the Licence Agreements.
 - D. The Licence Agreements permits each several Participant Grower to use its Citruslots for the purpose of cultivation of Citrus and each Participant Grower intends to use its Citruslots for this purpose.
 - E. Each Participant Grower wishes to engage Timbercorp Securities in its personal capacity to cultivate, maintain and harvest the Citrus Trees on, and generally manage, the Citruslots in accordance with the Management Plan and to carry out and perform each Participant Grower's obligations under the Licence Agreements.
 - F. Each Participant Grower further wishes to engage Timbercorp Securities in its personal capacity to procure the processing of the Citrus and to sell the Product on behalf of the Participant Grower and for that purpose has authorised the Responsible Entity to enter into the Project Documents subject to the terms and conditions of this Deed.
 - G. This Deed comprises the Constitution of the Project, as required under Part 5C.3 of Chapter 5C of the Corporations Act, and is made with the intent that it be legally enforceable as between the Responsible Entity and each several Participant Grower.
-

The Parties Agree as Follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires or implies, the following words and expressions have the meanings set opposite each of them:

AFSL:	the Australian Financial Services Licence (Licence Number 235653) and the conditions of it, granted to the Responsible Entity by ASIC;
Agency Account:	the bank account or accounts kept by the Responsible Entity in accordance with clause 12;
Applicant:	a person who has applied to become a Participant Grower in the Project by completing an application form, but who is not yet a Participant Grower;
Application:	an application made pursuant to clause 6;
Application Money:	the application money each Applicant is required to pay for each Citruslot under paragraph 6.3(c) and as set out in the First Schedule;
ASIC	the Australian Securities and Investments Commission;
Attorney:	means the person appointed in accordance with clause 19.4;
Auditor:	the auditor or auditors for the time being of the Project duly appointed under the Corporations Act;
Authorised Investments:	<p>(a) money;</p> <p>(b) interest bearing deposits at call or for a term not exceeding 3 months with or without security with any Financial Institution or Bank;</p> <p>(c) negotiable certificates of deposit issued by or bills of exchange drawn, accepted or endorsed by any Bank; and</p> <p>(d) any deposit in the short term money market with any company that has been approved by the Reserve Bank of Australia, or by ASIC (pursuant to section 65 of the Corporations Act), as an authorised dealer in that market,</p> <p>in each case subject to the restrictions in this Deed and the Corporations Act and the Responsible Entity's AFSL;</p>
Bank:	a bank licensed to carry on the business of banking in Australia under the Banking Act 1959 (Cth) or otherwise lawfully carrying on the business of banking in Australia or any of its States or Territories;
Business Day:	a day other than a Saturday, Sunday or public holiday on which all trading banks are open for general banking business with the public in Melbourne, Victoria;
Capital Works:	<p>(a) the infrastructure and capital works on the Orchard as at the date of this Deed; and</p> <p>(b) the infrastructure and capital works that Timbercorp Securities has agreed to procure the Land Owner to carry</p>

	out, and any other works that Timbercorp Securities, Timbercorp or the Land Owner may be required in future to carry out, at their cost respectively, on the Orchard;
Chargee:	any chargee or mortgagee of the Participant Grower's Citruslots, the name and status of which (as such chargee) appears for the time being in the Register;
Citrus:	the Citrus grown or growing on the Participant Grower's Citruslots or the Orchard, whichever is applicable, and whether or not harvested and any other products, rights, benefits or credits derived from the Citrus Trees;
Citrus Trees:	the Citrus trees planted or to be planted on the Participant Grower's Citruslots or the Orchard, whichever is applicable;
Citruslot:	<p>(a) an interest in the Project held by the Participant Grower, including its interest in, and rights in relation to, each coupled Existing Citruslot and New Citruslot on which a Participant Grower will conduct the Citruslot Operations and which includes the Citrus Trees, the Capital Works and the Required Water Licences attributed to the Project, and in relation to a Participant Grower means the Participant Grower's Citruslots;</p> <p>(b) the expression "Participant Grower's Citruslots" or "Citruslots" means all of the Participant Grower's Citruslots;</p>
Citruslot Management Agreement:	the agreement of that name between Timbercorp Securities, in its personal capacity, and each Participant Grower substantially in the form contained in the Second Schedule, but with the Schedule to that agreement completed by the Responsible Entity in such manner as it sees fit, or in such other form as the Responsible Entity, with the consent of Timbercorp Securities, substitutes prior to the issue of the PDS, or if the Project has commenced, as amended from time to time (until varied, replaced or cancelled);
Citruslot Operations:	the growing and cultivation of Citrus on, and management of, the relevant Citruslots for the production of Product for commercial gain;
Citruslot Statement:	the notice which the Responsible Entity is required to issue under clause 10.1 of this Deed;
Constitution:	this Deed as may from time to time be amended and in force;
Corporations Act:	the <i>Corporations Act 2001</i> (Cth);
CPI:	the "Weighted Average of Eight Capital Cities All Groups Consumer Price Index" as currently maintained and published by the Australian Bureau of Statistics or if in the opinion of the Responsible Entity that index is no longer appropriate for calculating changes in the cost of living for the eight capital cities of Australia, such other index number as is recommended by the Auditor as most closely reflecting changes in the cost of living for the eight capital cities of Australia;
Custodian:	Trust Company of Australia Limited (ACN 004 027 749) of Level 3, 151 Rathdowne Street, Carlton, Victoria and its successors and assigns, or any other person duly appointed by the Responsible Entity to provide custodial services in relation to the Project;

Deed:	this document including the Schedules to this document, comprising the Constitution for the Project, and such other deed or other instruments as may be in force for the time being amending or being supplemental to or collateral with this document or any of the foregoing components of this document;
Defaulting Grower:	a Participant Grower who is in breach of any of the Grower Agreements or this Deed or ceases to participate in the Project due to a breach of any of the Grower Agreements or this Deed, and for the purposes of this Deed, a Participant Grower remains a Defaulting Grower even though any of the Grower Agreements in respect of Citruslots of that Participant Grower are terminated;
Defaulting Joint Venturer:	a Joint Venturer in default of its obligations set out in clause 29 or otherwise under this Deed or the Grower Agreements;
Entitlement Date:	the date on which each Participant Grower becomes entitled to a several share of the whole of the Citrus and Product in proportion to its Participating Interest. For Early Growers, the Entitlement Date is 1 July 2005 and for Post 30 June Growers, the Entitlement Date is 1 October 2005.
Existing Citruslot:	each separate and identifiable area of the Existing Orchard which in aggregate comprises approximately 0.15 hectares consisting of 14 young Citrus Trees, 16 intermediate Citrus Trees and 37 mature Citrus Trees (each individually numbered and separately identifiable) and the area of land immediately surrounding the Citrus Trees;
Existing Orchard:	all of the Existing Citruslots established on the Solara Estate, comprising approximately 309 hectares;
Financial Institution:	has the same meaning as that given to the definition "transferring financial institution" in Schedule 4 of the Corporations Act, excluding paragraphs (e), (f) and (g) of that definition;
Financial Year:	a period of 12 months ending on 30 June in any year and includes the period commencing on the date of this Deed and ending on 30 June 2005 and the period ending on the termination of this Deed and commencing on the preceding 1 July;
First Joint Venturer:	the first Joint Venturer as described in the Application;
Government Agency:	a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;
Grower Agreements:	the Licence Agreements and the Citruslot Management Agreements;
GST:	a tax, levy, duty, charge or deduction, together with any related additional tax, interest, penalty, fine or other charge, imposed by or under a GST Law;
GST Law:	has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (as amended);
GST Rate:	the rate of GST under the GST Law;
Indexed:	the amount adjusted on the date on which a relevant payment is

due or the date upon which the relevant calculation is made, as the case requires (**the Adjustment Date**) in accordance with the following formula:

$$A_t = A_0 \times \text{CPI}_t / \text{CPI}_0$$

where:

- A_t = the amount on the Adjustment Date;
- A_0 = the amount being adjusted;
- CPI_t = the highest CPI for a full calendar quarter published between the date CPI_0 is published and the Adjustment Date, including CPI_0 ;
- CPI_0 = the CPI for a full calendar quarter most recently published before the date from which the adjustment is being made (**the Base Date**), provided that if no Base Date is specified, " CPI_0 " will be the CPI published for the full calendar quarter that ended 12 months before the full calendar quarter in respect of which the CPI has most recently been published before the Adjustment Date;

Innocent Joint Venturer:	a Joint Venturer who is not a Defaulting Joint Venturer at the relevant time;
Joint Venture:	the joint venture between the Joint Venturers constituted by clause 29 in respect of the Joint Venture Operations, and which comprise a particular Participant Grower under this Deed, the Grower Agreements and any Project Documents;
Joint Venturers:	the First and Second Joint Venturers;
Joint Venture Assets:	<ul style="list-style-type: none"> (a) all of the right title and interest of the Joint Venture in and to the Joint Venture Citruslots and any other assets which the Joint Venture may acquire from time to time, and all agreements entered into, in respect of the Joint Venture; (b) all Citrus and Product produced from the Joint Venture; and (c) the Joint Venture Proceeds;
Joint Venture Citruslots:	the Citruslots of the Joint Venture;
Joint Venture Operations:	the growing and cultivation of Citrus Trees on, and management of, the Citruslots for the production and processing of Citrus for commercial gain that are attributable to a Participant Grower that is a Joint Venture;
Joint Venture Proceeds:	the entitlement to the Proceeds of a Participant Grower that is a Joint Venture;
Kangara Undeveloped Land:	those parts of the undeveloped land located on the Kangara estate near Renmark, South Australia, more particularly described in Allotment 9/FP 106444 on Certificate of Title 5171/43 on which the New Orchard will be established on or about 31 December 2005;
Land:	the land on which the Project will be conducted, as described in the PDS and includes the Solara Estate and the Kangara Undeveloped

Land Owner:	Land and such other land that is used in the Project; (a) in respect of the Existing Orchard, OIM #2 and its permitted assigns and successors. (b) in respect of the New Orchard, OIML and its permitted assigns and successors;
Law:	includes those principles of law or equity established or recognised by decisions of courts and Commonwealth, State, Territory or local government legislation, including statutes, regulations, by-laws, ordinances, orders, proclamations and other subordinate legislation;
Licence Agreements:	the agreements of that name between Timbercorp Securities, in its personal capacity, and each Participant Grower, substantially in the forms contained in the Third Schedule, or in such other form as the Responsible Entity with the consent of Timbercorp Securities, substitutes prior to the issue of the PDS, or if the Project has commenced, as amended from time to time (until varied, replaced or cancelled);
Licence Fees:	the licence fees payable by a Participant Grower under the Licence Agreements;
Management Fees:	the fees payable by a Participant Grower under a Citruslot Management Agreement;
Management Plan:	the management plan for the Financial Year prepared by, or on behalf of, Timbercorp Securities, in accordance with the Citruslot Management Agreement;
Minimum Subscription:	the minimum number of Citruslots stated in the PDS, if any, that, in the opinion of the directors of the Responsible Entity, must be applied for to make the Project commercially viable;
month:	a calendar month;
New Citruslot	each separate identifiable area of the New Orchard comprising approximately 0.1 hectares to be established by the Land Owner on the Kangara Undeveloped Land on or about 31 December 2005;
New Orchard:	all of the New Citruslots to be established on the Kangara Undeveloped Land, comprising approximately 200 hectares;
OIM #2:	means OIM #2 Pty Ltd (ACN 112 691 997) as trustee for the Timbercorp Orchard Trust #2, of Level 6, 505 St Kilda Road, Melbourne, Victoria;
OIML:	means Orchard Investments Management Limited (ACN 105 684 231) as responsible entity for the Timbercorp Orchard Trust (ARSN 106 557 297), of Level 6, 505 St Kilda Road, Melbourne, Victoria;
Orchard:	all of the Existing Orchard and the New Orchard;
Ordinary Resolution:	a resolution passed at a meeting of Participant Growers concerned, duly convened and held in accordance with the provisions of clause 22 of this Deed, by a majority of the persons voting at that meeting upon a show of hands and if a poll is demanded then by a majority of the votes given on such a poll. Any resolution which may be put pursuant to this Deed is an Ordinary Resolution unless otherwise

	provided;
Participant Grower:	<p>each several person (or in the case of joint applicants or Joint Venturers or successors or permitted assigns, each of those persons) who becomes a party to this Deed (as a participant Grower in the Project) as a result of either:</p> <ul style="list-style-type: none"> (a) the allotment of Citruslots pursuant to an Application in the PDS; or (b) a transmission, transfer, assignment or other disposal pursuant to clause 20 of this Deed, <p>and who remains registered under this Deed as the holder for the time being of any Citruslots.</p> <p>The expression "all Participant Growers" means all persons who have so become a party to this Deed as a Participant Grower and remain the registered holder for the time being of relevant Citruslots.</p> <p>Where relevant:</p> <ul style="list-style-type: none"> (a) the expression "Early Grower" means a person whose application was accepted on or before 15 June 2005; and (b) the expression "Post 30 June Grower" means a person whose application was accepted on or after 1 July 2005 until 30 September 2005;
Participating Interest:	has the same meaning as in the Citruslot Management Agreement;
party:	any of the Participant Grower, the Participant Growers, the Responsible Entity or any one or more of them as the context requires;
PDS:	the product disclosure statement (as defined in section 761 of the Corporations Act) in relation to the Project;
person:	includes company, firm or body of persons;
Prescribed Proportion:	the proportionate interest of the First and Second Joint Venturers respectively in the Joint Venture Assets as set out in clause 29.4;
Proceeds:	<ul style="list-style-type: none"> (a) interest received on moneys in the Agency Account; (b) any moneys payable to the Participant Growers under any policy of insurance in relation to the Participant Growers' Citruslots, the Citrus Trees, the Product or the Project, subject to clause 13.9; (c) proceeds payable to Participant Growers under the Citruslot Management Agreement from the sale of the Product in accordance with this Deed; and (d) any other moneys payable to a Participant Grower from, or in relation to the Project;
process:	sort, grade, package and store and " processing " has a similar meaning;
Product:	Citrus produced in a saleable condition from the relevant Participant Grower's Citruslots or the Orchard, whichever is applicable;

Production Period:	the period of time from the commencement of harvesting of the Participant Grower's Citruslots until the day all of the produce from that harvest of all Participant Growers' Citruslots is processed and sold;
Project:	the project of managing, cultivating and harvesting Citrus Trees and the processing and sale of Citrus, known as the 2005 Timbercorp Citrus Project and being the entire undertaking, scheme, enterprise or arrangement to which the Participant Growers and the Participant Growers' corresponding Citruslots relate, being Citruslots that will be first offered in the financial year ending 30 June 2005;
Project Documents:	the agreements entered into by the Responsible Entity under clauses 13.3 and 13.4;
Project Property:	the funds for the time being in the Agency Account, all Authorised Investments, assets and any other property acquired throughout the term of the Project using the money or property contributed by Participant Growers, including the Proceeds, but excluding any assets or other property vested directly in the Participant Growers in accordance with this Deed, such as the Citrus, the Product, interests in the Grower Agreements or assets or property belonging to the Land Owner or the Responsible Entity in its own right;
Register:	the register of Participant Growers set up and established by the Responsible Entity under clause 10.3 of this Deed;
relevant Citruslots:	<p>the Citruslots which are allotted to a particular Participant Grower under the PDS, allocated to a Participant Grower under paragraph 8.7(b) in substitution for other Citruslots or transmitted, transferred, assigned or otherwise disposed of from a predecessor in title, which predecessor in title or some earlier predecessor in title was allotted the Citruslots under the PDS and, where applicable, includes any rights, interests, powers, privileges, obligations and liabilities held by the Participant Grower under this Deed and under each of the Grower Agreements including without limitation:</p> <ul style="list-style-type: none"> (a) any Application Money held on behalf of the Participant Grower; (b) any Proceeds to which the Participant Grower is entitled or which are held on behalf of the Participant Grower in the Agency Account; and (c) any other rights, powers, authorities to which the Participant Grower is entitled under this Deed or otherwise;
Required Water Licences:	the water licences that are, or will be, licensed to Timbercorp Securities and that are attributed to the Project as required from time to time under each Licence Agreement;
Responsible Entity:	the responsible entity for the time being under this Deed whether original or substituted;
Second Joint Venturer:	the second Joint Venturer being a person other than a natural person as described in the Application;
Solara Estate:	those parts of the land located at Bookpurnong near Renmark, South Australia, more particularly described in Certificate of Title Register Book Volume 5278 Folio 11, Volume 5278 Folio 12, Volume

	5471 Folio 442, and Volume 5519 Folio 293 on which the Existing Orchard was established;
Special Resolution:	has the meaning given to it in section 9 of the Corporations Act;
Sub-lease:	the deeds (as amended) made or to be entered into between Timbercorp Securities (in its personal capacity, as sub-lessee) and Timbercorp, as the sub-lessor, whereby Timbercorp Securities has been, or will be granted a sub-lease of the Orchard;
Timbercorp:	Timbercorp Limited (ACN 055 185 067); and
Timbercorp Securities:	Timbercorp Securities Limited (ACN 092 311 469).

1.2 Construction

(a) Singular and plural

Words importing the singular number include the plural and vice versa.

(b) Gender

Words importing a gender include any gender.

(c) Headings

Headings are for ease of reference only and do not affect the construction of this Deed.

(d) Definitions

Where a word or phrase is given a defined meaning in this Deed, any other part of speech or other grammatical form in respect of such word or phrase unless the context otherwise requires has a corresponding meaning.

(e) References to statute

A reference to a statute, ordinance, code or other law includes all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof.

(f) Conversion of foreign currency to Australian currency

Whenever it is necessary for the calculation of any cost, value, price or any other amount under this Deed to convert a foreign currency into Australian currency, the Australian currency equivalent of the foreign currency will be determined at the spot telegraphic transfer buying rate of that foreign currency quoted by the Financial Institution or Bank that the Responsible Entity may at any time and from time to time nominate on the date of the calculation or, where the nominated Financial Institution or Bank is closed for business, on the date of calculation on the next day on which the nominated Financial Institution was open for business, or by such other method as the Responsible Entity considers prudent.

(g) Deed includes Schedules

A reference to this Deed includes a reference to an applicable Schedule.

(h) Currency

A reference to 'dollars' or '\$' is a reference to the lawful currency of Australia.

(i) ASIC Instruments

If relief from the provisions of the Corporations Act granted by an ASIC instrument requires that this Deed contain certain provisions, then those provisions are taken to be incorporated into this Deed at all times at which they are required to be included and prevail over any other provisions of this Deed to the extent of any inconsistency. However, if the relief is granted by class order (rather than specifically in relation to the Project) then the ASIC instrument (and the provisions it requires) will only be taken to be incorporated if the Responsible Entity declares in writing that this is the case.

(j) Deed Binds Responsible Entity and Participant Growers

This Deed as amended from time to time binds the Responsible Entity and each Participant Grower.

(k) Participant Grower and Deed

(i) The term "**Participant Grower**" in this Deed is a reference to the particular Participant Grower in respect of the Citruslots that have been or will be licenced to it under the Licence Agreements.

(ii) The term "**Participant Growers**" in this Deed is a reference to all Participant Growers that hold Citruslots in the Project and according to the context, the term "Participant Growers" may also include the Participant Grower.

(iii) This Deed is entered into in respect of the Participant Grower's Citruslots referred to in the Licence Agreements and must be read as if it were a separate Deed on the terms and conditions of this Deed in respect of the relevant Citruslots held by the Participant Grower.

(l) Joint Venturers and Deed

Each set of Joint Venturers comprise a particular Participant Grower under this Deed, the Grower Agreements and any Project Documents.

2. PRODUCT DISCLOSURE STATEMENT

The Responsible Entity will issue the PDS inviting or offering for subscription Citruslots in the Project at the application prices set out in the First Schedule for each Citruslot and on the terms and conditions set out in the PDS.

3. APPOINTMENT OF RESPONSIBLE ENTITY

Each Participant Grower irrevocably appoints the Responsible Entity as its agent, representative and attorney in relation to the Project with the powers, rights, duties and indemnities set out in this Deed and the Responsible Entity accepts such appointment.

4. BARE TRUST

4.1 Bare Trust

Until the Minimum Subscription (if any) is reached under the PDS, the Responsible Entity must hold all Application Money as a bare trustee for the Applicant.

4.2 Special Trust Account

Any amounts paid by any Applicant in accordance with clauses 6.4 and 6.5 must be accounted for by the Responsible Entity in a special trust account and such amounts must be placed in one or more bank accounts kept solely for the purpose of depositing Application Money in relation to the Project.

4.3 Pooling of Amounts

Any amounts paid by any Applicant may be pooled with any amounts paid by any other Applicant.

4.4 Interest

Subject to clauses 7.3 and 8.2, interest (if any) earned from Application Moneys of any special trust account provided for in clause 4.2 will, upon the Applicant becoming a Participant Grower, be retained by the Responsible Entity as fees (such fees being in addition to any other fees it is entitled to under this Deed).

5. PROJECT PROPERTY

5.1 Responsible Entity to hold property for the Participant Growers

- (a) Subject to clause 5.2, all Project Property must be held by the Responsible Entity for the Participant Growers for the term of the Project.
- (b) The interest of a Participant Grower in the Project Property is in the proportion that its Participating Interest bears to the aggregate Participating Interests of all Participant Growers in the Project.

5.2 Dealing with and holding property

The Responsible Entity may appoint an agent to hold Project Property separately from any other property. The terms of the appointment will be determined by the Responsible Entity and the agent. However the terms must be consistent with the provisions of this Deed.

5.3 Giving directions to an agent

If the Responsible Entity has engaged an agent to hold Project Property then the Responsible Entity must direct the agent to invest and deal with Project Property in accordance with this Deed.

6. APPLICATION PROCEDURE

6.1 Minimum Application

- (a) Applicants who are natural persons must apply for a minimum of 6 Citruslots or such greater number stipulated in the PDS.
- (b) Where Applicants apply as a Joint Venture where the First Joint Venturer is a natural person, the Joint Venture must apply for a minimum of 12 Citruslots or such greater number stipulated in the PDS.
- (c) All other applicants must apply for a minimum of two Citruslots.

6.2 Receipt of Application

The Responsible Entity may itself or by its duly authorised representatives receive Applications under the PDS.

6.3 How to Apply

Every Applicant must deliver to the Responsible Entity or to the duly authorised lawful agents of the Responsible Entity at the place set out in the PDS or any other place or places as the Responsible Entity may from time to time determine the following:

- (a) an Application for Citruslots, incorporating an offer to become a Participant Grower under this Deed, being in the form attached to the PDS, and signed or executed by the Applicant;
- (b) a Power of Attorney, being in the form attached to the PDS, signed or executed by the Applicant, appointing the Responsible Entity to be the Applicant's attorney and, on the Applicant's behalf, to execute the Grower Agreements and any other documents which are ancillary or related to the Grower Agreements, or contemplated by the provisions of the Grower Agreements; and
- (c) as required by the PDS but subject to clauses 6.5, a cheque for the Application Money for each Citruslot being the amount set out in the First Schedule.

6.4 Payment in Full or by Instalments

- (a) Subject to clauses 6.5 and 7.1 and subject to the Responsible Entity electing to make available to Applicants a facility to pay the Application Moneys by instalments, at the option of any Applicant, the Application Money for each Citruslot may be payable in full at the time of application or may be payable by instalments. If the Applicant elects to pay the Application Money by instalments, the Applicant must pay at the time of delivering of the Application the amount shown in the application as the "DEPOSIT", and the balance of the Application Money must be paid by the Applicant (or Participant Grower, if that Applicant has become a Participant Grower in accordance with the provisions of this Deed), to the Responsible Entity by the date specified in the Application (if any) and if no such date is specified, by such date as the Responsible Entity may, in its absolute discretion, determine, provided that in its absolute discretion, the Responsible Entity may extend that date to such later day as the Responsible Entity determines.
- (b) If an Applicant, or Participant Grower, whichever is the case, fails to pay the amount shown in the Application against the words "BALANCE" (or any part of it) by the day specified in the Application, or by any other date determined by the Responsible Entity, for payment of it, the Responsible Entity is authorised to exercise all or any of the remedies below (in addition to and without prejudice to any rights at law or in equity or pursuant to this Deed). The Responsible Entity is entitled to recover from the Applicant (or Participant Grower, whichever is the case) the balance together with interest on the balance outstanding at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria) as at the date specified in the Application for payment, from the day so specified in the Application until payment; and either:
 - (i) the Responsible Entity may sue the Applicant (or Participant Grower, whichever is the case) for specific performance of its agreement; or
 - (ii) the Responsible Entity may terminate all the right, title and interest of the Applicant (or Participant Grower, whichever is the case) pursuant to the provisions of this Deed and any Grower Agreement and the

Applicant (or Participant Grower, whichever is the case) must forfeit the deposit money paid, provided the Responsible Entity has first given the Applicant (or Participant Grower, whichever is the case) a notice in writing informing the Applicant (or Participant Grower, whichever is the case) of the default and giving the Applicant (or Participant Grower, whichever is the case) a period of 10 days from the date of posting of the notice to remedy the breach.

- (c) If the Responsible Entity exercises its right under paragraph 6.4(b)(ii), then within 14 days of exercising that right, the Responsible Entity must make an appropriate notation in the Register.

6.5 Condition as to Finance

If an amount is shown in an Application against the words "Amount subject to finance" (if those words appear in the Application), the Application will only be accepted by the Responsible Entity on condition that a person (which person may include the Responsible Entity) has agreed to lend that amount to the Applicant. The Responsible Entity does not warrant, undertake, covenant or agree that such finance will be provided or procured.

7. REFUSAL OF APPLICATIONS

7.1 Refusal of Application

The Responsible Entity may in its absolute discretion, give notice in writing to any Applicant to the effect that its Application has been refused.

7.2 Notice of Refusal

The notice provided for in clause 7.1 may specify that the Application has been refused:

- (a) wholly in relation to the Application; or
- (b) partly, that is, with respect to a proportion of the Application Money contributed with the Application;

without giving any reasons for the refusal.

7.3 Repayment to Applicant

Upon the Responsible Entity having given notice to an Applicant that its Application has been refused, the Applicant will be entitled to be repaid the amount paid by the Applicant with respect to the Application so refused with interest (if any) earned in relation to that amount (each Applicant so refused receiving its share of the aggregate interest earned in relation to all relevant Applicants in the proportion that the money of the Applicant bears to the money held on behalf of all relevant Applicants calculated from day to day) and without any deduction except for bank fees and government charges.

7.4 Applicant ceases to be an Applicant

If any Application is wholly refused then upon repayment of any money payable to the Applicant under clause 7.3, the Applicant will also cease to be an Applicant under this Deed and have no rights or obligations in relation to this Deed in any respect.

8. ACCEPTANCE OF APPLICATIONS

8.1 Applicant to Become Participant Grower on Acceptance

Upon an Application being accepted by the Responsible Entity in whole or part, and the Minimum Subscription, if any, being reached or waived by the Responsible Entity, the Applicant will become a Participant Grower.

8.2 Minimum Subscription Not Reached

If Minimum Subscription, if any, is not reached within the time specified in the PDS or waived by the Responsible Entity, the Responsible Entity must within 7 days of the end of such period repay to each Applicant so much of the Application Money as has been paid by those Applicants with any interest earned in relation to that Application Money (each Applicant receiving its share of the aggregate interest earned in relation to all Applicants in the proportion that the money of the Applicant bears to the money held on behalf of all Applicants calculated from day to day) and without any deduction except for bank fees and government charges.

8.3 No Communication Necessary

Subject to clause 10.1, in no case will it be necessary to communicate the acceptance of an Application under this Deed to any Applicant who becomes a Participant Grower and becomes bound to this Deed on the acceptance by the Responsible Entity of the Application.

8.4 Deemed Acceptance

An Application received pursuant to the PDS, and not refused under clause 7.1, will be deemed to have been accepted immediately upon receipt, subject to the Application Money in respect of that Application being paid and the Minimum Subscription, if any, being reached or waived by the Responsible Entity.

8.5 Joint Applicants

In the absence of any express instructions to the contrary in or accompanying any Application or in any of the Grower Agreements, any persons who jointly constitute the Participant Grower hold their Citruslots and enter into the Grower Agreements jointly and severally and as tenants in common.

8.6 Applicant Deemed to Enter this Deed

Upon an Application being accepted by the Responsible Entity in whole or in part, the Applicant is deemed to have contemporaneously become a party to this Deed as a Participant Grower and thereby bound to the covenants and obligations on the part of each individual Participant Grower provided for in this Deed.

8.7 Allocation and Allotment of Citruslots and Entry into Grower Agreements

- (a) At the time or times specified in the PDS, the Responsible Entity, following the acceptance of a Application:
 - (i) must immediately allocate and allot a Citruslot or Citruslots to the Participant Grower from the Land (of such location or locations within the Land as the Responsible Entity in its absolute discretion thinks fit) and the Responsible Entity must within 21 days thereafter register the name, number or other description of the Citruslot or Citruslots in the

appropriate place in the Register in relation to the entry of that Participant Grower; and

- (ii) will, as attorney for and on behalf of the Participant Grower, enter into the Grower Agreements in relation to the Citruslots allocated to the Participant Grower, and any other documents which are ancillary or related to the Grower Agreements, or contemplated by the provisions of the Grower Agreements.
- (b) The Responsible Entity may at any time after the Grower Agreements described in paragraph 8.7(a)(ii) are entered into, allocate a Citruslot or Citruslots to a Participant Grower, wherever situated on the Land as the Responsible Entity in its absolute discretion thinks fit, in substitution for a Citruslot or Citruslots allocated to a Participant Grower. The allocation of a Citruslot or Citruslots in substitution for another Citruslot or Citruslots under this paragraph 8.7(b) does not affect, or detract from, any rights, interests, powers, privileges, obligations and liabilities held by the Participant Grower under this Deed and under each of the Grower Agreements, other than that the Participant Grower will cultivate and harvest Citrus on the replacement Citruslot or Citruslots on and from the date of substitution.
- (c) The Responsible Entity may, and is authorised by the Participant Grower to, enter into, each as attorney for and on behalf of the Participant Grower, such documents, and the Responsible Entity may do such other things, as the Responsible Entity in its absolute discretion considers necessary or desirable in order to give effect to this clause 8.7, including but not limited to making amendments to any Grower Agreement or Project Document, or any lease or licence in respect of all or any part of the Land.

9. RESPONSIBLE ENTITY TO ARRANGE ENTRY INTO LICENCE AGREEMENTS AND CITRUSLOT MANAGEMENT AGREEMENT

9.1 Preparation of Licence Agreements and Citruslot Management Agreement

Following acceptance of an Application, the Responsible Entity will prepare the Licence Agreements and Citruslot Management Agreement. The Licence Agreements and Citruslot Management Agreement:

- (a) must be completed in accordance with the details specified in the Application; and
- (b) will commence from such date as is determined by the Responsible Entity.

9.2 Responsible Entity to be reasonably satisfied

Before the release of moneys referred to in clause 9.3, the Responsible Entity must be reasonably satisfied that:

- (a) the Licence Agreements and the Citruslot Management Agreement are in the form required by this Deed and have been duly entered into by all parties;
- (b) Timbercorp Securities has the capacity to grant the licence under the Licence Agreements;
- (c) all necessary condition precedents to the grant of the licence under the Licence Agreements and entry into the Licence Agreements and the Citruslot

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- Management Agreement have been satisfied;
- (d) all necessary consents to the grant of the licence under the Licence Agreements and entry into the Licence Agreements and the Citruslot Management Agreement have been obtained or will be obtained;
 - (e) the Land the subject of the Licence Agreements is not subject to any encumbrance or restriction which detrimentally affects the interests of the Applicant;
 - (f) any other matter which is necessary for the creation of the licence under the Licence Agreements and the effective vesting in the Participant Grower of its Licence Agreements and Citruslot Management Agreement, whether by reason of this Deed or otherwise, has been attended to; and
 - (g) there are no outstanding material breaches of any of the provisions of this Deed which are detrimental to the interests of the Participant Growers whose Application Money are to be allocated pursuant to clause 9.3.

9.3 Release of Application Money

(a) **Release of Application Money**

In relation to each Application that is unconditional as to finance, or is subject to finance and for which finance is approved, the Responsible Entity must within 2 Business Days of the Responsible Entity being satisfied of the matters specified in clause 9.2, release the Application Money and apply it in payment of the fees payable under the Licence Agreements and Citruslot Management Agreement provided that where a deposit has been paid as provided for in clause 6.4, the balance of the Application Money must be paid to the Responsible Entity in accordance with the requirements of clause 6.4.

(b) **Refund of Application Moneys**

Where the Responsible Entity does not issue a Citruslot to an Applicant within the time required by the Corporations Act, the Responsible Entity must refund to the Applicant the relevant Application Money paid with any interest earned in relation to that Application Money, the amount of such interest to be calculated in accordance with clause 7.3.

(c) **Extinguishment of the Licence Agreements and Citruslot Management Agreement**

Upon the refund of the moneys referred to in paragraph 9.3(b), the Participant Grower's Licence Agreements and Citruslot Management Agreement will be extinguished and the Responsible Entity will make an entry in the Register noting the extinguishment.

(d) **Transfer Interest to Responsible Entity**

In accordance with clause 4.4, the Responsible Entity may transfer to itself the interest component (if any) from the Application Money at any time, but not before the first transfer of Application Money is made pursuant to paragraph 9.3(a).

9.4 Compliance with AFSL Requirements

In the course of and in accordance with its duties as responsible entity and in order to:

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- (a) comply with its AFSL; and
 - (b) protect the interests of Participant Growers in the Project,
- the Responsible Entity must lodge the Sub-lease for registration in its name beneficially under the land titles law of the State or Territory in which the Citruslots are situated.
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10. CITRUSLOT STATEMENTS AND REGISTER

10.1 Issue of Citruslot Statements

Within 2 months after the allotment of Citruslots to a Participant Grower, the allocation of Citruslots to a Participant Grower under paragraph 8.7(b) in substitution for other Citruslots or when accounting to a Participant Grower after any change in the holding of the Participant Grower in the Register, the Responsible Entity must issue to the Participant Grower an Citruslot Statement which must be substantially in the form set out in the Fourth Schedule or such other form as the Responsible Entity determines.

10.2 Citruslot Statements

- (a) Each Citruslot Statement must specify such information regarding the Citruslots held by the Participant Grower as set out in the Fourth Schedule.
- (b) The Citruslot Statements may be prepared and printed as the Responsible Entity may from time to time determine and may be issued by computer or other mechanical means and must be signed on behalf of the Responsible Entity.
- (c) A Citruslot Statement is not a certificate of title to any Citruslot, but is merely a statement from the Responsible Entity as to the state of affairs of the Register (or part of it) as it affects the Participant Grower at a particular time.

10.3 Register of Participant Growers

The Responsible Entity must set up and maintain a Register of Participant Growers in accordance with Chapter 2C of the Corporations Act.

10.4 Chargee

Any person may be registered as the Chargee of any relevant Citruslots if that person is named as such in the Application in relation to those Citruslots, or a direction to that effect is received from the person registered as the Participant Grower (in the form set out in Item 1 of the Fifth Schedule as varied from time to time by the Responsible Entity), or the Responsible Entity is otherwise satisfied that the relevant Citruslots are subject to a mortgage or charge, provided that in no circumstances will the Responsible Entity be taken to have notice of (or be bound to enquire into) the terms of any mortgage or charge of the relevant Citruslots.

10.5 References to Chargees in Register

Upon the written request of a Chargee in the form set out in Item 2 of the Fifth Schedule as varied from time to time by the Responsible Entity, the Responsible Entity must strike from the Register all reference to the Chargee in relation to the Citruslots referred to in the request.

11. RESPONSIBLE ENTITY'S POWERS

Each Participant Grower agrees that the Responsible Entity has irrevocable power as the agent, representative and attorney of the Participant Grower and whether in the name of the Participant Grower or the Responsible Entity or both:

- (a) subject to the requirements of ASIC and of the Corporations Act, to receive and hold the Application Money;
- (b) to invest any money held in a special trust account in any Authorised Investment;
- (c) to invest moneys standing in the Agency Account in any Authorised Investment in accordance with clause 16;
- (d) to use the Application Money of the Participant Grower in discharging the Participant Grower's obligations under the Grower Agreements or under this Deed;
- (e) to prepare reports and accounts in relation to the Citruslot Operations and in relation to the processing of Citrus and the sale of Product;
- (f) to monitor the performance of all parties to the Project Documents;
- (g) to appoint agents to enter into the Project Documents on behalf of a Participant Grower and to exercise all rights and powers of the Participant Grower under any Project Documents;
- (h) generally to enter, make or engage in transactions, undertakings, activities and arrangements of every kind and nature which a natural person of full age and capacity could enter, make or engage in and which constitute or are part of or relate to or are incidental to the Citruslot Operations on behalf of the Participant Grower;
- (i) to appoint auditors to audit and/or monitor the accounting records and other records of the Responsible Entity and any party to a Project Document in relation to the Citrus and Product from the Project;
- (j) subject to there being adequate moneys in respect of any costs or expenses (or indemnities satisfactory to the Responsible Entity instead of them), to make claims and bring legal or arbitration proceedings against any person who is a party to any Grower Agreement or Project Document, to take legal or other arbitral or alternative dispute resolution proceedings on behalf of the Participant Grower or Participant Growers and to defend or compromise any claim or legal or arbitral proceedings arising out of the interest of the Participant Grower and relating to any Grower Agreement;
- (k) to execute any deed, agreement, certificate or other document and to do all such things as are necessary or desirable to further the powers granted to the Responsible Entity in this clause 11, including for the purposes of protecting, insofar as is legally possible, the Participant Grower's tenure to its Citruslots; and
- (l) to lease the Land from the owner or sublessor of the Land, and licence it to, the Participant Grower.

12. AGENCY ACCOUNT

12.1 Agency Account

The Responsible Entity must keep or cause to be kept a separate Agency Account or

Agency Accounts for the purpose of depositing the Proceeds and any other money that the Responsible Entity may hold for the Participant Grower, other than Application Money and interest on Application Money.

12.2 Use of Moneys in Agency Account

Subject to clause 16.3, the Responsible Entity must hold the moneys standing to the credit of the Participant Grower in the Agency Account for the Participant Grower to be dealt with in accordance with the provisions of this Deed.

12.3 Bank Account May be Interest Earning

The bank account or accounts in which the Responsible Entity deposits moneys standing in any Agency Account may be interest earning. Any interest so earned will be treated as Proceeds.

12.4 Pooling of Moneys

Moneys held by the Responsible Entity for any of the Participant Growers may be pooled in any one or more bank accounts with moneys held on behalf of any other Participant Growers.

13. PROCESSING AND SALE OF PRODUCT

13.1 Citrus and Product of the Project

- (a) On and from the Entitlement Date:
 - (i) subject to clause 13.2, each Participant Grower is entitled to a several share of the whole of the Citrus in each Financial Year in proportion to the Participant Grower's Participating Interest;
 - (ii) each Participant Grower severally authorises and requests the Responsible Entity to procure Timbercorp Securities to harvest the Citrus and store its Participating Interest in the Citrus;
- (b) each Participant Grower participates in the Project with the intention of having its Participating Interest in the Citrus in each year then processed in accordance with the Citruslot Management Agreement.

13.2 Citrus and Product of Defaulting Grower

Subject to clauses 18.4(e) and 18.5, a Participant Grower is not entitled to receive its Participating Interest in the Citrus and Product and the Proceeds from the sale of the Citrus and Product, in each Financial Year where the Participant Grower is a Defaulting Grower, in which case that Participant Grower's Participating Interest in the Citrus and Product and the Proceeds from the sale of the Citrus and Product, will be used to satisfy the Participant Grower's obligations in the manner set out in clause 13.7.

13.3 Processing of Citrus

Each Participant Grower severally authorises and requests the Responsible Entity to procure Timbercorp Securities to:

- (a) process its Participating Interest in the Citrus;
- (b) enter into any processing agreement as agent and attorney for the Participant Grower and/or the Responsible Entity on behalf of the Participant Grower; and

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- (c) store its Participating Interest in the Product,
in accordance with the Citruslot Management Agreement.

13.4 Sale of Product

Each Participant Grower severally authorises and requests the Responsible Entity to procure Timbercorp Securities to:

- (a) sell its Participating Interest in that part of the Citrus that is not processed as Product under the Citruslot Management Agreement;
- (b) sell its Participating Interest in the Product,

in accordance with the Citruslot Management Agreement, and on such terms and conditions as Timbercorp Securities in its absolute discretion determines, and for this purpose to enter into any agreement for the sale of the Participant Grower's Participating Interest in the Product and any Citrus as agent and attorney for the Participant Grower and/or the Responsible Entity on behalf of the Participant Grower.

13.5 Records

The Responsible Entity must keep full and complete records of the sale of the Participant Grower's Participating Interest in the Product and any Citrus and separately account to the Participant Grower for the sale of the Participant Grower's Participating Interest in the Product and unprocessed Citrus.

13.6 Payment into Agency Account

The Responsible Entity must pay into the Agency Account:

- (a) proceeds from the sale of Citrus attributable to the Participant Growers' Citruslots to which the Participant Grower is entitled;
- (b) proceeds from the sale of Product produced from the Citrus attributable to the Participant Growers' Citruslots to which the Participant Grower is entitled;
- (c) proceeds of any insurance policy to which the Participant Growers are entitled to benefit; and
- (d) any other amount properly related to the proceeds from the Participant Growers' Citruslots to which the Participant Growers are entitled.

13.7 Participant Grower's Entitlement

- (a) A Participant Grower is entitled to the money in the Agency Account which represents his Participating Interest in the gross income from the sale of the Product or Citrus for a particular Production Period less:
 - (i) any fees payable under the Participant Grower's Licence Agreements plus interest;
 - (ii) any fees payable under the Participant Grower's Citruslot Management Agreement plus interest; and
 - (iii) any other amounts payable by the Participant Grower under this Deed, the Participant Grower's Citruslot Management Agreement and the Participant Grower's Licence Agreements plus interest.
- (b) The Participant Grower authorises the Responsible Entity to make the deductions listed in paragraph 13.7(a) and pay the deducted amounts to the persons entitled to them. The Responsible Entity may make these payments within 14 days of receiving the money into the Agency Account in respect of the relevant Participant Grower.

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- (c) If, in any Financial Year in which there is a Production Period, there is insufficient money to make all the required payments, then the deductions or adjustments to be made under paragraph 13.7(a) must be made in the priority in which they are listed.
 - (d) The surplus available to each Participant Grower after all deductions are made by the Responsible Entity must be paid by the Responsible Entity to the relevant Participant Grower. The payment must be made within five months after 30 June each year in which there is a Production Period, provided that the Responsible Entity will not be under the obligation to make payments, directions and distributions of Proceeds in relation to the Project under this clause:
 - (i) unless and until the amount of Proceeds payable or distributable to the Grower is at least \$200 per Citruslot; and
 - (ii) unless Proceeds have been held in the Agency Account for no less than 30 days before the distribution is required to be made.
 - (e) If there are any accruals of amounts to be paid in any of the categories listed in the definitions of "Proceeds" then the accrual must be paid in the same order of preference as the items listed in paragraph 13.7(a).

13.8 Product Liability Insurance

The Responsible Entity must at all times keep current with a reputable insurance company a product liability policy in respect of all of the Product or Citrus of the Participant Grower which is sold by or on behalf of the Participant Grower. The policy must be in the names of the Responsible Entity and the Participant Grower.

13.9 Proceeds from Insurance

- (a) This clause 13.9 applies where insurance proceeds are paid in respect of some only of the Participant Growers' Citruslots.
- (b) Where there is an event which only affects some Participant Growers' Citruslots and insurance proceeds are paid in respect of that event, the proceeds are to be divided between those Participant Growers only and according to the proportion that the area of each Participant Growers' Citruslots affected bears to the total area of the Participant Growers' Citruslots affected.
- (c) In the event this clause 13.9 is operative, the Participant Growers who receive their proportion of the insurance proceeds are not to receive any part of the other Proceeds in respect of the Production Periods to which the claim relates and accordingly, the Participating Interest of each Participant Grower in the other Proceeds is to be recalculated with the area of the affected Citruslots excluded.

13.10 Interim distribution of entitlements

Despite anything contained in this Deed, the Responsible Entity may from time to time and at any time make such interim distributions to Participant Growers on account of their respective entitlements under this clause 13. The timing and the amount of the distributions is at the complete discretion of the Responsible Entity.

13.11 Deduction of Taxes

The Responsible Entity may, at its discretion, deduct or require to be deducted from any amounts payable to any Participant Grower, the amount of any tax or duty which is paid or payable by the Responsible Entity in respect of the Participant Grower.

13.12 Indemnity

The Responsible Entity is indemnified by each person who is or was at any time a Participant Grower in respect of any tax or duty referred to in clause 13.11.

13.13 Pooling

Each Participant Grower severally authorises Timbercorp Securities to:

- (a) gather in and store each Participant Grower's Participating Interest in the Citrus and Product that may be harvested and stored;
- (b) then procure the processing of each Participant Grower's Participating Interest in the Citrus; and
- (c) then sort, market and sell the Participant Grower's Participating Interest in any unprocessed Citrus and the Product,

with those of other Participant Growers without having regard to the quantity or quality of the particular Citrus or Product from the particular Citruslots.

14. REMUNERATION

14.1 Fees

The Responsible Entity will receive in respect of the Project by way of remuneration for carrying out its duties and obligations under this Deed, the Grower Agreements and the Project Documents and otherwise managing the Project, those fees provided for in this Deed, the Licence Agreements and the Citruslot Management Agreement. The rights of the Responsible Entity to receive the remuneration specified in this clause are available only in relation to the proper performance of the Responsible Entity's duties.

14.2 Further Fees

The Responsible Entity will be entitled to be paid any interest earned on Application Money (pursuant to clause 4.4) and to collect, receive, get in and retain all dividends, interest, rents and other income from the Authorised Investments from time to time comprised in or forming part of the Agency Account (pursuant to clause 16.3).

14.3 Payment of Expenses

Subject to, and without derogating from, the rights of Timbercorp Securities and the Participant Growers under the Citruslot Management Agreements, the Responsible Entity will be responsible for payment of all expenses relating to the operation and administration of the Project up to the harvest stage.

14.4 Retirement benefit

The Responsible Entity is entitled to agree with an incoming responsible entity to be remunerated by, or to receive a benefit from, the incoming responsible entity in relation to:

- (a) entering into an agreement to submit a proposal for its retirement to a meeting of Growers, and nominating to the Growers the incoming responsible entity as its replacement; or
- (b) its retirement as Responsible Entity,

and is not required to account to Participant Growers for such remuneration or benefit.

15. USE OF MONEYS IN THE AGENCY ACCOUNT

15.1 Authority to Make Payments

The Responsible Entity must as the agent for each of the Participant Growers pay moneys pursuant to any obligations on the part of the Participant Grower under this Deed, the Project Documents or under the provisions of the Grower Agreements.

15.2 Expenditure to be shared between Participant Growers

Expenditure will be shared between all of the Participant Growers such that each Participant Grower pays its share of the aggregate expenditure in the proportion that its Participating Interest bears to the aggregate Participating Interests of all Participant Growers in the Project.

16. INVESTMENT OF MONEYS BY RESPONSIBLE ENTITY

16.1 Power of Investment

The Responsible Entity may apply the whole or part of such moneys as are for the time being standing in any Agency Account in such Authorised Investments in the name of the Responsible Entity as the Responsible Entity sees fit.

16.2 Variation of Investments

Should the Responsible Entity at any time consider it desirable in the interests of a Participant Grower or the Participant Growers to sell or otherwise dispose of, exchange, vary, modify or otherwise change any investment made pursuant to clause 16.1, the Responsible Entity may at its absolute discretion do so.

16.3 Application of Income from the Authorised Investments

Any interest or other income earned from Authorised Investments in any Agency Account will be treated as Proceeds.

17. ANNUAL AND EXTRAORDINARY EXPENSES OF THE PROJECT

17.1 Contribution of Further Moneys

Each Participant Grower agrees to contribute further moneys on the dates, in the amounts and in the manner set out in this Deed, the Licence Agreements and the Citruslot Management Agreement by making payment to, or at the direction of, the parties entitled to such payments. Except to the extent that any payment comprises Application Money, at least 1 month prior to any payment being due under this clause, the relevant party must give written notice to each Participant Grower as to the amount due.

18. THE LICENCE AGREEMENTS AND CITRUSLOT MANAGEMENT AGREEMENT

18.1 Status of Grower Agreements

The Licence Agreements entered into between Timbercorp Securities and each of the Participant Growers and the Citruslot Management Agreement entered into between Timbercorp Securities and each of the Participant Growers must be read subject to the terms of this Deed.

18.2 Retention of Grower Agreements

- (a) The Responsible Entity will arrange for the Licence Agreements and Citruslot Management Agreements to be stamped (if required) and then retain each in safe custody until the end of the Project.
- (b) A Participant Grower may obtain a copy of its Licence Agreements and Citruslot Management Agreement by written request to the Responsible Entity.

18.3 Termination of Grower Agreements

- (a) If the Licence Agreements and Citruslot Management Agreements are terminated for whatever reason, then the parties (including the Participant Growers) acknowledge that the Responsible Entity has the rights specified in paragraph 18.3(b) in respect of all Citruslots (including those in respect of which Grower Agreements have been terminated). The Responsible Entity reserves these rights in order to permit Timbercorp Securities to properly carry out its duties under the Licence Agreements and Citruslot Management Agreements which have not been terminated. The Responsible Entity will not exercise its rights except for this purpose.
- (b) The Responsible Entity's rights are:
 - (i) rights of access to control pests, weeds, undergrowth or similar alien material;
 - (ii) rights to continue to fertilise and irrigate Citruslots;
 - (iii) rights to enter the Citruslots to inspect their condition and the condition of the plant life growing on the Citruslots; and
 - (iv) any other rights which the Responsible Entity must reasonably exercise to fulfil its obligations under this clause.
- (c) If, in exercising any of its rights, the Responsible Entity causes damage to any Participant Growers' Citruslot, then the Responsible Entity must make good that damage.
- (d) If any Participant Grower's actions cause damage to any Citruslot and the performance of the Project then the relevant Participant Grower must make good that damage. The Participant Grower's obligations in this respect are owed to the Responsible Entity.
- (e) This clause will survive the termination of the Licence Agreements and Citruslot Management Agreement with the Participant Grower.

18.4 Consequences of Default & Termination

(a) Participant Grower in breach or ceases participation

If a Participant Grower becomes a Defaulting Grower, then this clause 18.4 applies.

(b) Responsible Entity may sue

The Responsible Entity may sue the Defaulting Grower for any amount or amounts due under the Grower Agreements or this Deed.

(c) Responsible Entity may give notice

- (i) The Responsible Entity may give notice to the Defaulting Grower that the Defaulting Grower is in default and that the Responsible Entity may exercise its right for and on behalf of the Defaulting Grower to assign to the Responsible Entity or any other person nominated by the Responsible Entity all of the relevant Citruslots held by the Defaulting Grower if payment of the amount or amounts due under the Grower Agreements or this Deed, or other default thereunder, is not rectified within 30 days of the notice being so given to the Defaulting Grower.
- (ii) In the event that notice is given as provided in paragraph 18.4(c)(i) and the Defaulting Grower fails or neglects to remedy the default complained of, the Responsible Entity may, for and on behalf of the Defaulting Grower, assign some or all of the relevant Citruslots to the Responsible Entity or any other person nominated by the Responsible Entity in accordance with paragraph 18.4(d).
- (iii) The Responsible Entity has no liability to the Defaulting Grower in respect of such assignment.

(d) Responsible Entity may assign

- (i) If:
 - (A) the Responsible Entity has given a Defaulting Grower a notice as provided in paragraph 18.4(c)(i) and the Defaulting Grower has failed or neglected to remedy the default complained of, the Defaulting Grower must, if the Responsible Entity requires, assign to the Responsible Entity or any other person nominated by the Responsible Entity its interests in the relevant Citruslots; and
 - (B) a Defaulting Grower has ceased to participate in the Project in respect of a relevant Citruslot due to the termination of the Grower Agreements, the Responsible Entity must procure an assignment of the Citruslot to the Responsible Entity or any other person nominated by the Responsible Entity by the later of:
 - (1) 6 months after the Grower Agreements have been terminated; or
 - (2) 14 days after the independent valuer has determined the market value of the relevant Citruslots.
- (ii) The consideration for the assignment of relevant Citruslots to the Responsible Entity or any other person nominated by the Responsible Entity in accordance with this paragraph 18.4(d) will be the market value of the relevant Citruslot determined by an independent valuer at the Defaulting Grower's cost. The Responsible Entity and the Defaulting Grower must jointly request the President of the Law Institute of Victoria Limited (or, if such body has ceased to exist, then such other institute or body which carries out similar functions) to nominate a person to value the Citruslots for the purposes of this paragraph 18.4(d).
- (iii) The moneys received for the assignment of any relevant Citruslots

must be applied in the following order of priority:

- (A) in payment of the costs of the valuer;
 - (B) in payment of the reasonable costs and expenses incurred by the Responsible Entity in connection with the Defaulting Grower's default plus interest;
 - (C) in payment of any amounts owing by the Defaulting Grower under the Licence Agreements plus interest;
 - (D) in payment of any amounts owing by the Defaulting Grower under the Citruslot Management Agreement plus interest;
 - (E) in payment of any amounts owing by the Defaulting Grower under this Deed plus interest;
 - (F) any residue is to be treated as Proceeds for the benefit of the Defaulting Grower.
- (iv) If there is insufficient money remaining from the proceeds of the sale of the Defaulting Grower's Citruslots to pay all of the outstanding costs and liabilities set out in paragraph 18.4(d)(iii), then the Defaulting Grower must make good that difference. The difference constitutes a debt owing by the Defaulting Grower to the Responsible Entity.
 - (v) The Defaulting Grower appoints the Responsible Entity its attorney to enter into and execute for and on behalf of the Defaulting Grower such documents, and do such other things, as the Responsible Entity in its absolute discretion considers necessary or desirable in order to give effect to this paragraph 18.4(d).

(e) Responsible Entity may continue to manage Citruslot

After the Defaulting Grower has ceased to participate in the Project in respect of a relevant Citruslot due to the termination of any of the Grower Agreements in respect of the relevant Citruslot:

- (i) the Responsible Entity may continue to manage the Citruslot in accordance with this Deed and the Citruslot Management Agreement, in which case Timbercorp Securities will be entitled to all amounts that it would have received under the Grower Agreements had they not been terminated in respect of the relevant Citruslot;
- (ii) the Participating Interest in the gross income from the sale of the Product or Citrus for a particular Production Period or any other Proceeds attributable to the relevant Citruslot of the Defaulting Grower will be applied in the following order of priority:
 - (A) in payment of any amounts to Timbercorp Securities to which it is entitled under paragraph 18.4(d)(iii) plus interest;
 - (B) in payment of any amounts to Timbercorp Securities to which it is entitled under paragraph 18.4(e)(i) plus interest;
 - (C) any residue is to be treated as Proceeds for the benefit of the Responsible Entity.

(f) Interest

Interest under this clause 18.4 is to be calculated from the specified date for payment of the amount under the Deed or the Grower Agreements to the time of actual payment, at a rate equal to 600 basis points above the rate of interest from time to time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria) unless the relevant Grower Agreement or a clause of this Deed

specifies another interest rate.

(g) Costs in connection with default

A Participant Grower must pay the reasonable costs and expenses incurred by the Responsible Entity in connection with any default of the Participant Grower under the Grower Agreements or this Deed within 1 month of receiving written notice to pay such amounts.

(h) Excluding Citruslots

- (i) After the Defaulting Grower has ceased to participate in the Project in respect of a relevant Citruslot due to the termination of any of the Grower Agreements in respect of the relevant Citruslot, the Responsible Entity may decide to exclude the relevant Citruslot from the Project, whether on a temporary or permanent basis.
- (ii) While a Citruslot is excluded from the Project, the:
 - (A) the excluded Citruslot;
 - (B) the Citrus attributable to the excluded Citruslot;
 - (C) the Product attributable to the excluded Citruslot;
 - (D) the proceeds from the sale of the Citrus and Product attributable to the excluded Citruslot,

do not form part of the Project and are not to be taken into account in calculating a Participant Grower's Participating Interest in the Citrus, Product or Proceeds.

(i) Joint Venturers

- (i) Subject to clause 29.5, the Responsible Entity agrees and acknowledges that a Joint Venturer is not liable for any amount or liability exceeding the Joint Venturer's respective Prescribed Proportion by reason of joint liability incurred or joint loss sustained in connection with any contract or arrangement entered into by the Joint Venturer.
- (ii) Subject to paragraph 18.4(i)(iii)(A), a default on the part of one Joint Venturer will constitute a default of both Joint Venturers that comprise the Participating Grower in respect of the Joint Venture Citruslots.
- (iii) Each Joint Venturer acknowledges and agrees with the Responsible Entity and the other Joint Venturer that:
 - (A) if a Joint Venturer defaults in its obligations set out in clause 29 or otherwise under this Deed or the Grower Agreements, an Innocent Joint Venturer in respect of the Participating Grower's Citruslots may within 30 days of the Responsible Entity notifying the Joint Venturers of such default purchase the Defaulting Joint Venturer's interest in the Joint Venture at its market value, subject to:
 - (1) the market value of the relevant Citruslot being determined by an independent valuer at the Defaulting Grower's cost;
 - (2) the Responsible Entity and the Innocent Joint Venturer jointly requesting the President of the Law Institute of Victoria Limited (or, if such body has ceased to exist, then such other institute or body which carries out similar functions) to nominate a

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- person to value the Citruslot for the purposes of this paragraph 18.4(i)(iii)(A),
- and the Defaulting Joint Venturer:
- (3) irrevocably directs the Innocent Joint Venturer to pay the moneys for any assignment of the Defaulting Joint Venturer's interest in the Joint Venture to the Responsible Entity, free of any deductions;
 - (4) agrees that the Responsible Entity may apply the moneys received under this paragraph 18.4(i)(iii)(A) in accordance with paragraph 18.4(d)(iii);
- (B) if the Innocent Joint Venturer has not purchased the Defaulting Joint Venturer's interest in the Joint Venture as provided in paragraph 18.4(i)(iii)(A) and served on the Responsible Entity a copy of the assignment document in the form of the Sixth Schedule within a further 14 days, the Responsible Entity may exercise all its rights and powers that it has under this Deed and the Grower Agreements in respect of the Joint Venture as a Defaulting Grower, although only one of the Joint Venturers may have defaulted in its obligations as set out in clause 29, including the power and right of the Responsible Entity to:
- (1) terminate the Grower Agreements in respect of the Joint Venture's relevant Citruslots; and
 - (2) assign the Joint Venture's interest in its relevant Citruslots,
- and the Innocent Joint Venturer:
- (3) will then be entitled to receive its Prescribed Proportion of the moneys received for any assignment of the Joint Venture's interest in its relevant Citruslots, before it is applied in accordance with paragraph 18.4(d)(iii);
 - (4) will not be liable for any difference for which the Joint Venture is liable under paragraph 18.4(d)(iv), with the Defaulting Joint Venturer being liable to make good the whole difference as required under paragraph 18.4(d)(iv); and
 - (5) will be entitled to receive its Prescribed Proportion of the Joint Venture Assets free of any amounts deducted by the Responsible Entity under clause 18.5, with all amounts being deducted from the Defaulting Joint Venturer's Prescribed Proportion of the Joint Venture Assets;
- (C) if the Innocent Joint Venturer purchases the Defaulting Joint Venturer's interest in the Joint Venture as provided in paragraph 18.4(i)(iii)(A), the Innocent Joint Venturer for the purpose of this Deed and the Grower Agreements becomes the sole Participating Grower in respect of the Joint Venture Citruslots, but the Defaulting Joint Venturer will not be relieved of any of its liabilities and obligations under this Deed and the Grower Agreements.

(l) **No Charge**

Nothing in this clause 18.4 is intended to create a charge.

18.5 Payment by Responsible Entity

- (a) Despite clause 18.4, the Responsible Entity may from its own funds pay any person or itself on behalf of the Participant Grower such amount of fees, expenses, rent, costs or other amounts as may for the time being and at any time thereafter be due by the Participant Grower under the provisions of this Deed or under the provisions of any Grower Agreement.
- (b) In the event that any amount is so paid by the Responsible Entity on behalf of the Participant Grower, or in the event that any other expenses are reasonably and properly incurred (whether under paragraph 18.5(a) or otherwise) or are required to be incurred on behalf of the Participant Grower in relation to the Project by the Responsible Entity, then the Responsible Entity may:
 - (i) require the amount or expenses to be paid from moneys (if any) in the Agency Account; and/or
 - (ii) pay for such expenses itself.
- (c) Subject to clause 24.1, in the event that the Responsible Entity pays for any amounts or expenses on behalf of a Participant Grower or Participant Growers in relation to the Project itself (other than expenses which it has contracted to incur pursuant to this Deed and the Citruslot Management Agreement), the Responsible Entity will be entitled to be reimbursed by the relevant Participant Grower or Participant Growers from the Agency Account in the amount of such expenses plus the rate of interest for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Victoria) from the time of such payment by the Responsible Entity until the date of reimbursement, and in cases where reimbursement is from each of the relevant Participant Growers, each of the Participant Growers must pay an amount equal to its Participating Interest of the aggregate amounts of expenses including interest.

19. PARTICIPANT GROWER'S CITRUSLOTS

19.1 Right to Inspect Documents and Express Opinions

Each Participant Grower has the right:

- (a) to inspect and copy any document or other information relevant to the activities of the Responsible Entity on its behalf (except information which is confidential because its disclosure could in the reasonable opinion of the Responsible Entity assist competitors or otherwise prejudice the interests of all Participant Growers), provided that on each occasion upon which the Participant Grower seeks to exercise its right under this paragraph the Participant Grower will sign a suitable undertaking to keep confidential the document or other information; and
- (b) to express opinions and to give recommendations relating to any matters the subject of the Grower Agreements or proposed Grower Agreements, and the Responsible Entity will give due consideration to any such opinions or recommendations received in writing.

19.2 Participant Grower's Right regarding the Agency Account

No Participant Grower has the right to require payment to the Participant Grower of that

part of any money comprising the Agency Account to which it is beneficially entitled or entitled at law subject always to the rights of the Participant Grower as expressly provided in this Deed.

19.3 Relationships Between each Participant Grower

Other than as joint venturers in a Joint Venture:

- (a) no Participant Grower will have any relationship with any other Participant Grower (except as specifically provided in this Deed);
- (b) the relationship between each Participant Grower and each other Participant Grower and between each Participant Grower and the Responsible Entity is not intended to be, will not be deemed to be, and will not be treated as, a partnership, limited partnership or a joint venture, or, limited company or association; nor will Participant Growers or any Participant Grower and the Responsible Entity for any purpose be or be deemed to be or be treated as in any way whatsoever liable or responsible under this Deed as partners or joint venturers;
- (c) nothing in this Deed is, or is intended to be, or will be deemed to be a contract between Participant Growers and each Participant Grower will take and enjoy all its Citruslots and will incur all its liabilities and obligations under this Deed severally and independently of each other Participant Grower, and none of the undertakings or conditions in this Deed on the part of any Participant Grower will operate for the benefit of or be enforceable by any other Participant Grower or Participant Growers and no Participant Grower has any right or claims against any other Participant Grower or against any other Participant Growers; and
- (d) no Participant Grower is, or is intended to be, or will be deemed to be the partner, agent, or legal representative of any other Participant Grower or of the Responsible Entity, whether for the purpose of this Deed or otherwise; nor will any Participant Grower have any authority or power to act for or to undertake any obligation or responsibility or incur any liability on behalf of any other Participant Grower; nor will the Responsible Entity (except where expressly provided) have any authority to act for or to undertake any obligation or responsibility or incur any liability on behalf of any Participant Grower.

19.4 Attorney

- (a) A Participant Grower may by written notice to the Responsible Entity appoint a person to act on its behalf under this Deed as a representative or agent (in this clause 19.4 called an "**Attorney**") in relation to the relevant Citruslots held by that Participant Grower with power in the name of the Participant Grower to subscribe for, purchase, sell, mortgage, redeem, convert, transfer, transmit or otherwise deal with the Citruslots, and to give directions, authorities, requests and to receive payment in relation to the relevant Citruslots for and on behalf of that Participant Grower.
- (b) The notice so appointing the Attorney must be in such form as the Responsible Entity may for the time being require or approve, must be signed or executed by the Participant Grower, and must be delivered to the Responsible Entity prior to any dealing or transaction in respect of which it is to be so used.
- (c) A Participant Grower may cancel any appointment of an Attorney by delivering a written notice to the Responsible Entity in such form as the Responsible Entity may for the time being require or approve, signed or executed by the Participant Grower. Such cancellation is not to be effective until the written notice is in fact received by the Responsible Entity and the Responsible Entity

will not be held liable in any way whatsoever with respect to any transactions which are entered into by the Attorney after the appointment of the Attorney has been cancelled but before the written cancellation has been received by the Responsible Entity.

- (d) The Responsible Entity may in its absolute discretion accept or refuse the appointment of an Attorney or refuse to accept or give effect to the exercise of any given authority of the Attorney, and the Responsible Entity will not be required to give any reason for such refusal.
- (e) Any direction or authority which the Responsible Entity reasonably believes to have been given by any partner or authorised officer of the Attorney is deemed to be a direction or authority validly given by the Attorney.
- (f) Despite anything contained in this clause 19.4, the Responsible Entity must send to the Participant Grower, within 2 months after any transaction or dealing is entered into by an Attorney on behalf of that Participant Grower, details of the transaction or dealing. A Citruslot Statement is sufficient evidence of details of a transaction or dealing in the case of an Application or a partial redemption or a conversion.

20. REGISTRATION OF ASSIGNMENTS AND TRANSMISSIONS

20.1 Assignments

- (a) No assignment that is permitted under paragraph 20.1(b) may be registered unless a deed of assignment has been delivered to the Responsible Entity.
- (b) The deed of assignment of any Citruslots must be in writing in the form set out in the Sixth Schedule and must be duly stamped with the necessary stamp duty applicable to the deed of assignment.
- (c) The deed of assignment of any Citruslots must be signed both by the assignor and the assignee and until such deed of assignment is registered and the name of the assignee is entered in the Register in respect of the Citruslots assigned the assignee will not be deemed the Participant Grower in respect of such Citruslots.
- (d) Subject to paragraphs 18.4(i)(iii)(A) and 29.10(c), no assignment of any Citruslot may be made under this clause if the Participant Grower is in default of any of its obligations under this Deed, the Grower Agreements or any other agreement to which the Participant Grower is a party in respect of the Project.

20.2 Transmission

- (a) No transmission may be registered unless an instrument of transmission has been delivered to the Responsible Entity.
- (b) The instrument of transmission of any Citruslots must be in writing as set out in the Seventh Schedule and must be duly stamped with the necessary stamp duty applicable to the instrument of transmission.
- (c) The instrument of transmission of any Citruslot must be signed by the party to whom the Citruslots are being transmitted and, until such instrument of transmission is registered and the name of the transmittee is entered in the Register in respect of the Citruslots transmitted, the transmittee will not be deemed the Participant Grower (or Chargee) in respect of such Citruslots.

20.3 Registration

- (a) Within 1 month after the date on which a deed of assignment or transmission with respect to any Citruslots is lodged with the Responsible Entity, the Responsible Entity must:
 - (i) complete and have ready for delivery to the assignee or transmittee a Citruslot Statement in connection with the assignment or transmission; and
 - (ii) unless otherwise instructed by the relevant person, send or deliver the completed Citruslot Statement to the relevant person or, where the relevant person has instructed the Responsible Entity in writing to send it to a nominated person, to that person.
- (b) In addition, the Responsible Entity, upon receipt of a deed of assignment or transmission of any Citruslot, must enter the assignee or transmittee in the Register as the holder of such Citruslots.
- (c) If the Responsible Entity refuses to enter in the Register a deed of assignment or transmission of Citruslots, it must, within 2 months after the date on which the deed of assignment or transmission was lodged with it, send to the assignee or transmittee notice of the refusal.

21. RESTRICTIONS ON ASSIGNMENT AND TRANSMISSION

21.1 Restrictions on Transfers, Assignments, etc.

No Participant Grower may transfer, assign or otherwise dispose of the whole or part of its Citruslots without the consent of the Responsible Entity, which consent may be withheld in its absolute discretion, unless:

- (a) the Participant Grower transfers, assigns or otherwise disposes of (whichever is the case) those Citruslots individually;
- (b) the Participant Grower transfers, assigns or otherwise disposes of (whichever is the case) those Citruslots to the one person, unless the Responsible Entity otherwise agrees in its absolute discretion;
- (c) the person or persons benefiting from the transfer, assignment or other disposal agrees to become a party to this Deed and to each of the Grower Agreements as the Participant Grower in respect of the rights and interests transferred, assigned or otherwise disposed of; and
- (d) the person or persons benefiting from the transfer, assignment or other disposal will be deemed to have severally become a party as the Participant Grower to each of the Grower Agreements and to this Deed.

21.2 Death, Liquidation or Bankruptcy of Participant Grower

Subject to the provisions of the *Duties Act 2000 (Vic)* or stamp duties legislation of another State or Territory, upon the death, liquidation or bankruptcy of any Participant Grower, or otherwise upon any person becoming entitled in equity to all the Citruslots of a Participant Grower for any lawful reason, then the Participant Grower will be deemed to have at the same time assigned all its Citruslots to the person who becomes entitled to them to hold absolutely, conditional upon that person producing evidence to the Responsible Entity of its entitlement in respect of the Citruslots.

21.3 Executors, Administrators and Survivors

The executors or administrators of a deceased Participant Grower will be the only persons recognised as having any title to the Participant Grower's Citruslots, but in the case of death of any one or more Participant Growers who hold their Citruslots as joint tenants, the survivors will be the only persons recognised as holding the Citruslots.

22. MEETINGS OF PARTICIPANT GROWERS

22.1 Convening of Meetings

The Responsible Entity may at any time convene a meeting of Participant Growers and must convene a meeting of Participant Growers when required to do so by the Corporations Act.

22.2 Separate Meetings for Classes of Growers

The Responsible Entity may convene separate meetings of the Early Growers and Post 30 June Growers in addition to convening a meeting of all Growers, in respect of all or some business to be considered at a meeting, in the circumstances where it reasonably believes that it is necessary in order for it to act fairly between the two classes of Growers as required by section 601FC(1)(d) of the Corporations Act.

22.3 Calling and Holding Meetings

Meetings of Participant Growers must be called and convened in accordance with Part 2G.4 of the Corporations Act, except that:

- (a) in relation to section 252R of the Corporations Act, no business will be transacted at any meetings of Participant Growers unless a quorum is present when the meeting proceeds to business. The quorum necessary for a meeting at which an Ordinary Resolution is to be proposed is 5 persons holding or representing by proxy at least 10% of the aggregate number of relevant Citruslots for the time being issued to the Participant Growers concerned, and for a meeting at which a Special Resolution is to be proposed, is 5 persons holding or representing by proxy at least 25% of the aggregate number of relevant Citruslots issued to the Participant Growers concerned.
- (b) in relation to section 252R(3) of the Corporations Act, if an individual is attending a meeting both as a Participant Grower and as a proxy or body corporate representative, the Responsible Entity may, in determining whether a quorum is present, count the individual more than once.
- (c) in relation to section 252R(3) of the Corporations Act, a proxy is entitled to speak and vote for a Participant Grower (to the extent allowed by the appointment) even if the Participant Grower is present at the meeting (but only so long as the Participant Grower does not speak or vote, as the case may be).
- (d) in relation to section 252Z(5) of the Corporations Act, the Responsible Entity may determine, in relation to a particular meeting or generally, that proxy documents may be received up to any shorter period before the meeting.
- (e) in relation to section 253K(2) of the Corporations Act, a poll cannot be demanded on any resolution concerning:
 - (i) the election of the chair of a meeting; or
 - (ii) the adjournment of a meeting.

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- (f) in relation to section 253L(2) of the Corporations Act, at a meeting of Participant Growers, a poll may be demanded by:
 - (i) at least 1 Participant Grower concerned holding or representing by proxy at least 10% of the aggregate number of relevant Citruslots for the time being on issue to the Participant Growers concerned and entitling the holders to vote on the resolution; or
 - (ii) the chair.
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23. LIABILITIES AND INDEMNITIES OF RESPONSIBLE ENTITY

23.1 Liability of Responsible Entity

- (a) To the extent permitted by the Corporations Act, the Responsible Entity is not liable for any loss or damage to any person (including any Participant Grower) arising out of any matter unless, in respect of that matter, it acted both:
 - (i) otherwise than in accordance with this Deed and its duties; and
 - (ii) without a belief held in good faith that it was acting in accordance with this Deed and its duties.
- (b) In particular, the Responsible Entity is not liable for any loss or damage to any person arising out of any matter where, in respect of that matter:
 - (i) to the extent permitted by the Corporations Act, it relied in good faith on the services of, or information or advice from, or purporting to be from, any person appointed by the Responsible Entity;
 - (ii) it acted as required by Law;
 - (iii) it relied in good faith upon any signature, marking or document; or
 - (iv) it followed a direction given to it by a resolution passed at a duly convened meeting of Participant Growers.
- (c) The Responsible Entity may decide how and when to exercise its powers in its absolute discretion.

23.2 Indemnity of Responsible Entity

- (a) In addition to any indemnity under any Law, the Responsible Entity has a right of indemnity out of the Agency Account on a full indemnity basis in respect of a matter unless, in respect of that matter, the Responsible Entity has acted negligently, fraudulently or in breach of its duties.
 - (b) Such right of indemnity in respect of a matter ("**Indemnified Matter**") will not be lost or impaired by reason of a separate matter (whether before or after the Indemnified Matter) in breach of this Deed.
 - (c) The right of indemnity continues to be available after the Responsible Entity retires or is removed as responsible entity.
 - (d) The Responsible Entity may pay out of the Agency Account any amount for which the Responsible Entity would be entitled to be indemnified under paragraph 23.2(a).
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24. LIABILITIES AND INDEMNITIES OF PARTICIPANT GROWERS

24.1 Liability Limited

Except as provided by any express indemnity given by any Participant Grower to the Responsible Entity, and except as provided in clause 26.8, the entire liability of each Participant Grower is limited to the balance of any Application Money owing (if any) and the Participant Grower's Participating Interest in the Proceeds, and no Participant Grower will have any liability to make any further contribution to the Project or payment to the Responsible Entity in respect of the Project, other than the payments required under clause 17.1.

24.2 Indemnity of each Participant Grower by Responsible Entity

The Responsible Entity indemnifies each Participant Grower against all debts and liabilities which may be incurred by the Participant Grower at any time in relation to the Project or otherwise in any way as a result of or arising out of any act, default or omission of the Responsible Entity.

24.3 No Indemnity by any Participant Grower

Despite any other provision of this Deed or provisions deemed to be included in this Deed, no Participant Grower will, by reason of this Deed or by reason of the relationship created under this Deed with the Responsible Entity, be under any obligation personally to indemnify the Responsible Entity in the event of there being any deficiency in relation to the Project except, in respect of the relevant Citruslots, out of any Application Money of the Participant Grower or other moneys held in the Agency Account in relation to the Participant Grower, or the payments required under clause 17.1.

25. COMPLAINTS PROCEDURE

25.1 Procedure

- (a) Subject to paragraph 25.1(b) and the rules of any guidelines of the external complaints resolution scheme of which the Responsible Entity is a member in accordance with paragraph 25.6(a), complaints made by any Participant Grower in relation to the Project or the Responsible Entity, including any dispute or difference whatsoever with the Responsible Entity or in connection with this Deed ("**complaints**") must be dealt with in the manner set out in this clause 25.
- (b) Any dispute or difference between a Participant Grower and Timbercorp Securities in connection with a Grower Agreement must be resolved in accordance with the terms of the relevant Grower Agreement.

25.2 Complaints Officer

- (a) The Responsible Entity must appoint an internal complaints officer ("**Complaints Officer**") with authority to review any complaints from Participant Growers.
- (b) The roles and responsibilities of the Complaints Officer include:
 - (i) to receive and process verbal and written complaints from Participant Growers, at no charge to Participant Growers;

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- (ii) to review and properly consider complaints from Participant Growers in a timely and efficient manner;
 - (iii) to communicate directly with Participant Growers in relation to complaints;
 - (iv) to make readily available to Participant Growers information on how, when, where and to whom to make complaints and any documented policies and procedures for the resolution of complaints;
 - (v) periodically to develop and review the Responsible Entity's policies and procedures for the resolution of complaints, in accordance with Australian Standard AS 4269:1995, Complaints Handling (as amended from time to time);
 - (vi) to provide information relating to the Responsible Entity's complaints handling procedures to employees of the Responsible Entity, in the form of training, brochures and the development of internal rules.

25.3 Receipt of Complaint

- (a) Upon receipt of a verbal complaint which cannot be resolved verbally, the Complaints Officer may request that the complainant provide:
 - (i) a written notice specifying the nature of the complaint, the desired outcome and what action the Participant Grower thinks will settle the complaint; and
 - (ii) all relevant material to support the complaint.
- (b) Upon receipt of the written notice described in paragraph 25.3(a)(i) (or, if a written notice is not required, upon receipt of a verbal complaint) ("**Lodgement Date**"), the Complaints Officer must:
 - (i) within 7 days of the Lodgement Date, make a written record of the complaint setting out the following details:
 - (A) the name, address and telephone number of the complainant;
 - (B) the date the complaint was received;
 - (C) the nature of the complaint; and
 - (D) any other information the Complaints Officer deems adequate;
 - (ii) within 14 days of the Lodgement Date, provide the complainant with a written acknowledgement of receipt of the complaint and the time-frame in which the complaint will be considered;
 - (iii) consider and investigate the circumstances surrounding the complaint;
 - (iv) advise the complainant of the criteria and processes applied by the Responsible Entity in dealing with complaints;
 - (v) upon request, provide the complainant with any relevant material (not being confidential material) relating to the complaint; and
 - (vi) communicate directly with the complainant, with a view to resolving the complaint in a fair and timely manner.

25.4 Notification of Decision

- (a) If the complaint is not resolved within 45 days following the Lodgement Date, the Complaints Officer must inform the complainant of the reasons for the delay.

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- (b) No later than 90 days following the Lodgement Date, the Complaints Officer must:
 - (i) notify the complainant, in writing, of the decision of the Responsible Entity in relation to the complaint;
 - (ii) provide the complainant with written reasons for the decision;
 - (iii) outline to the complainant the remedies, if any, available to the complainant; and
 - (iv) advise the complainant of any further avenues for complaint and the timeframes involved in those avenues.

25.5 Further Avenues

If the complainant is dissatisfied with the decision of the Responsible Entity in relation to the complaint, the complainant may take the following action:

- (a) if the Responsible Entity is a member of an external complaints resolution scheme approved by ASIC, the complainant may refer the complaint to that external complaints resolution scheme, for determination in accordance with the rules of that external complaints resolution scheme; or
- (b) if:
 - (i) the Responsible Entity is not a member of an external complaints resolution scheme approved by ASIC, and only in that case, the complainant may take any appropriate lawful action;
 - (ii) the complaint does not fall within the rules of an external complaints resolution scheme approved by ASIC of which the Responsible Entity is a member; or
 - (iii) the complainant does not wish to refer the complaint to an external complaints resolution scheme approved by ASIC of which the Responsible Entity is a member,

the complainant must submit the complaint to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:

- (iv) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
- (v) the arbitration will be conducted in Melbourne, Victoria.

25.6 External Complaints Resolution Scheme and Arbitration

- (a) For the purposes of clause 25.5, the Responsible Entity is a member of two external complaints resolution scheme approved by ASIC.
- (b) If the procedure set out in paragraph 25.5(a) is adopted, subject to any right of appeal contained in the rules of the relevant external complaints resolution scheme, the complainant and the Responsible Entity agree to accept the determination of the external complaints resolution scheme as final and binding.
- (c) If the procedure set out in paragraph 25.5(b) is adopted the complainant and the Responsible Entity:
 - (i) agree to accept the determination of the arbitrator as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the

enforcement of any such determination.

25.7 Timbercorp Securities

- (a) Clauses 25.5 and 25.6 are for the benefit of the Responsible Entity only, and do not prevent the Responsible Entity from:
 - (i) commencing proceedings against a Participant Grower in any relevant jurisdiction;
 - (ii) submitting any dispute or difference whatsoever with a Participant Grower in connection with this Deed to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators of Australia Expedited Commercial Arbitration Rules, and to the extent permitted under those rules:
 - (A) the Arbitrator will be a person recommended by the Victorian Chapter of the Institute of Arbitrators and Mediators of Australia; and
 - (B) the arbitration will be conducted in Melbourne, Victoria.
- (b) The Participant Grower and Timbercorp Securities:
 - (i) agree to accept the determination of the arbitrator in relation to any dispute or difference referred to arbitration in accordance with paragraph 25.7(a), as final and binding; and
 - (ii) submit to the non-exclusive jurisdiction of the Courts in Victoria for the enforcement of any such determination.

26. TERMINATION OF THE PROJECT

26.1 Completion of Obligations by Parties

The Project terminates upon the completion by the parties of their obligations under the Grower Agreements and this Deed unless previously terminated under the provisions of this Deed or of the Grower Agreements.

26.2 Prior Termination

The Project may be wound up in any of the following circumstances:

- (a) at the direction of Participant Growers in accordance with section 601NB of the Corporations Act;
- (b) if the Responsible Entity considers that the purpose of the Project has been accomplished, or cannot be accomplished, in accordance with section 601NC of the Corporations Act;
- (c) the Court directs the Responsible Entity to wind up the Project in accordance with section 601ND of the Corporations Act; and
- (d) in any other circumstances provided for under the Corporations Act.

26.3 Extension of the Project

The Project may be extended for additional periods not exceeding 3 years each, as Participant Growers may by Special Resolution agree.

26.4 Notice of Expiry

At least 3 months prior to the end of any additional period of extension under the preceding paragraph, each of the Participant Growers must be duly notified by the Responsible Entity of the expiry date and the calling of a meeting of the Participant Growers at which a resolution must be put to the effect that unless otherwise resolved by Special Resolution the Project will terminate on the expiry date.

26.5 Termination by Special Resolution

At any time in relation to the Project, a meeting of Participant Growers may by Special Resolution resolve that the Project be terminated.

26.6 Consequences of Termination of the Project

- (a) On the termination of the Project, the following provisions apply.
- (b) The Responsible Entity must immediately following such termination as agent for the Participant Grower sell, call in, convert and realise all assets for the time being in relation to the Project after paying all proper costs and disbursements, commissions, brokerage fees, legal fees and other outgoings. The Responsible Entity may but need not have regard to any contingency or outstanding matter and may if it sees fit to do so, settle or discharge any such contingencies as agent for the Participant Grower or retain part or all of the assets by way of indemnity in respect thereof but such retention does not affect the release of the Responsible Entity's obligations under section 601FS of the Corporations Act.
- (c) The Responsible Entity must prepare final accounts of the Project and cause an Auditor to be appointed to audit and report on those accounts.
- (d) The Responsible Entity may postpone the sale, call in, convert and realise all or any part of the assets for such time as it thinks it desirable so to do in the interests of the Participant Grower and is not responsible for any loss attributable to such postponement.
- (e) The balance obtained after the sale of all assets in relation to the Project must be distributed by the Responsible Entity as if the balance represented the Proceeds payable under the Project Documents provided that if the aggregate amount to be distributed to all of the Participant Growers in relation to the Project is less than one thousand dollars (\$1,000), Indexed from 30 June 2005, then at the discretion of the Responsible Entity, the amount will be either distributed to Participant Growers or on behalf of each of the Participant Growers donated to the Salvation Army of Victoria.

26.7 Final Statement

Upon so distributing, the Responsible Entity must forward to the Participant Grower a final statement setting out the details of the sale, calling in and conversion of the assets and the balance obtained in relation to the Project and the distribution and all payments otherwise made or allowed for, whereupon the Responsible Entity will be released from all further duties and obligations incurred under this Deed in relation to the Participant Grower without prejudice to any liability of the Responsible Entity previously incurred under this Deed to the Participant Grower for any breach of its duties imposed by Law or otherwise.

26.8 Release of Participant Grower's Duties

Each of the Participant Growers will be released from all further duties and obligations incurred under this Deed in relation to the Project, without prejudice to any liability of the

Participant Growers incurred under this Deed to any party to this Deed for any breach of its duties imposed by Law or otherwise.

27. MISCELLANEOUS

27.1 Notices

(a) Notices by Post, Facsimile or Other Electronic Means

Subject to the Corporations Act, any notice, report or other communication required to be given to any party under this Deed will be deemed to have been duly given if it is given in writing and either delivered or sent:

- (i) by post to any Applicant at his address appearing in the Application, to any Participant Grower at its address appearing in the Register, to the Responsible Entity at the registered office for the time being and to any other party at their last known address; or
- (ii) by facsimile or other electronic transmission to any Applicant at his facsimile number or electronic address appearing in the Application, to any Participant Grower at its facsimile number or electronic address appearing in the Register and to the Responsible Entity at the facsimile number or electronic address of its registered office and to any other person at their last known facsimile number or electronic address.

(b) Notice to Joint Applicants or Participant Growers

In the case of joint Applicants or Participant Growers a notice, report or other communication given to that joint Applicant or Participant Grower whose name stands first on the Application or Register is sufficient notice to all such joint Applicants or Participant Growers.

(c) Receipt of Notice

- (i) Any notice, report or other communication given by post will be deemed to have been received on the Business Day 48 hours after the notice has been properly posted if that falls on a Business Day, and if not, on the first Business Day afterwards and in proving receipt it will be sufficient to prove that the envelope containing the notice was properly addressed and posted and a statement signed by the sender that it was so posted and when, will be conclusive of that fact.
- (iii) Any notice, report or other communication given by facsimile or other electronic transmission will be deemed to have been given on the Business Day after it is sent and the transmission report will be sufficient evidence of receipt.

27.2 Payments to Applicants or Participant Growers

Any money payable to any Applicant or Participant Grower under the provisions of this Deed may be paid by crossed "not negotiable" cheque made payable to the Applicant or Participant Grower or bearer and sent through the post in the case of the Applicants to the address of the Applicant appearing in the Application and in the case of each Participant Grower to the registered address of each such Participant Grower and in the case of joint Applicants or Participant Growers made payable to the joint Applicants or Participant Growers or bearer and sent to the address of that one of the joint Applicants or Participant Growers who is first named on the Application or Register. Payment of every such cheque if duly presented and paid will be in full satisfaction of the money

payable and will be a good discharge to the Responsible Entity provided that if the Responsible Entity is directed in writing by any Participant Grower so to do, the Responsible Entity may pay any such money to the credit of an account in any bank and the receipt of such bank shall be a good discharge to the Responsible Entity.

27.3 Copies

A copy of this Deed will at times during the usual business hours be made available by the Responsible Entity at its office (whether registered or principal) in Melbourne for the inspection of each Participant Grower who will be entitled to receive from the Responsible Entity a copy of this Deed and all supplemental Deeds (if any) on payment to the Responsible Entity of the sum of one hundred dollars (\$100.00) Indexed from 30 June 2005, or such lesser sum as the Responsible Entity may from time to time prescribe.

28. GOODS AND SERVICES TAX

- (a) If any supply made by a party ("**Supplier**") to the other ("**Recipient**") under this Deed is a taxable supply (according to GST Law) so that the Supplier is liable to GST, the parties agree that the consideration payable for that taxable supply represents the value of the taxable supply (the "**GST Exclusive Amount**") and not the price for that taxable supply.
- (b) In addition to the GST Exclusive Amount for a taxable supply under this Deed, the Recipient must pay to the Supplier a further amount in respect of the taxable supply calculated as an amount equal to the GST Exclusive Amount multiplied by the GST Rate in force from time to time.
- (c) The GST payable under paragraph 28(b) is payable by the Recipient without deduction or set-off of any other amount, at the same time and on the same basis as the GST Exclusive Amount is payable by the Recipient under this Deed.
- (d) The right of a Supplier to payment under this clause is subject to a valid tax invoice, which complies with GST Law, being issued and delivered by the Supplier to the Recipient.
- (e) If a payment to satisfy a claim or a right to a claim under or in connection with this Deed, for example, a claim for damages for breach of contract, gives rise to a liability to pay GST, the payment is the GST Exclusive Amount and an additional amount must be paid to the Supplier in accordance with paragraph 28(b).
- (f) If a Government Agency orders that a payment be made to a party to satisfy a claim under or in connection with this Deed, and such payment will give rise to a liability to pay GST, the parties authorise the Government Agency to order that a further amount, calculated as an amount equal to the payment multiplied by the GST Rate, be paid to the party in whose favour the order is made.
- (g) If a party has a claim under or in connection with this Deed for a cost on which that party must pay GST, the claim is for the cost plus all GST, except any GST for which that party is entitled to an input tax credit.
- (h) If a party has a claim under or in connection with this Deed and the amount of the claim depends on actual or estimated revenue or lost revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST, whether that amount is separate or included as part of a larger amount.

29. PARTICIPANT GROWER JOINT VENTURE

29.1 Background

The Joint Venturers propose to establish an unincorporated joint venture amongst themselves for the purpose of engaging in a primary production business of cultivating an Orchard and producing and processing Citrus for commercial gain under this Project.

29.2 Terms and Conditions

- (a) The First Joint Venturer and the Second Joint Venturer constitute a joint venture for the purposes of carrying on the Joint Venture Operations in respect of the Joint Venture Assets in accordance with this clause 29.
- (b) The interests of the Joint Venturers in the Joint Venture and the Joint Venture Assets and any losses realised from the Joint Venture is as tenants in common in their Prescribed Proportions.
- (c) Nothing contained in this clause 29 whether express or implied is to be read and construed so as to constitute the Joint Venturers in the relationship of a partnership or trust.

29.3 Name

The joint venture will be known as the 2005 Timbercorp Citrus Project Joint Venture.

29.4 Joint Venturer's Prescribed Proportion

- (a) Where the Grower is an Early Grower, the First Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 52.5% and the Second Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 47.5%.
- (b) Where the Grower is a Post 30 June Grower, the First Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 60% and the Second Joint Venturer is entitled to a Prescribed Proportion of the Joint Venture Assets of 40%.

29.5 Obligations

The obligations and rights of the Joint Venturers are as follows:

Early Growers:

- (a) the First Joint Venturer will be solely responsible for paying the following fees and other amounts:
 - (i) 100% of the management fees payable under the Citruslot Management Agreement for the year ended 30 June 2005 (which fees are payable upon Application);
 - (ii) 52.5% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years, commencing on and from the 2008 Financial Year;
 - (iii) 52.5% of the deferred management fees payable under clauses 11.1(b)(ii) and 11.1(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 52.5% of the Licence Fees payable under the Licence Agreements in

respect of all licence rights granted in all Financial Years, commencing on and from the 2008 Financial Year.

- (b) the Second Joint Venturer will be solely responsible for paying the following fees and other amounts:
- (i) 100% of the management fees (other than the deferred management fees) and licence fees payable under the Citruslot Management Agreement and the Licence Agreements in respect of management services and licence rights provided in the 2006 and 2007 Financial Years;
 - (ii) 47.5% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years, commencing on and from the 2008 Financial Year;
 - (iii) 47.5% of the deferred management fees payable under clauses 11.1(b)(ii) and 11.1(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 47.5% of the Licence Fees payable under the Licence Agreements in respect of all licence rights granted in all Financial Years, commencing on and from the 2008 Financial Year.

Post 30 June Growers:

- (c) the First Joint Venturer will be solely responsible for paying the following fees and other amounts:
- (i) 100% of the management fees and licence fees payable under the Citruslot Management Agreement and the Licence Agreements for the year ended 30 June 2006 (which fees are payable upon Application); and
 - (ii) 60% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years, commencing on and from the 2009 Financial Year;
 - (iii) 60% of the deferred management fees payable under clauses 11.2(b)(ii) and 11.2(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 60% of the Licence Fees payable under the Licence Agreements in respect of all licence rights granted in all Financial Years, commencing on and from the 2009 Financial Year;
- (d) the Second Joint Venturer will be solely responsible for paying the following fees and other amounts:
- (i) 100% of the management fees (other than the deferred management fees) and licence fees payable under the Citruslot Management Agreement and the Licence Agreements in respect of management services and licence rights provided in the 2007 and 2008 Financial Years;
 - (ii) 40% of the management fees payable under the Citruslot Management Agreement in respect of management services provided in all Financial Years commencing on and from the 2009 Financial Year;

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- (iii) 40% of the deferred management fees payable under clauses 11.2(b)(ii) and 11.2(c)(ii) of the Citruslot Management Agreement and of the costs payable under clause 11.3 of the Citruslot Management Agreement; and
 - (iv) 40% of the Licence Fees payable under the Licence Agreements in respect of all licence rights granted in all Financial Years, commencing on and from the 2009 Financial Year.

All Growers:

- (e) the Joint Venturers will be responsible for paying their Prescribed Proportion of any incentive fees payable by the Joint Venture under the Citruslot Management Agreement;
- (f) each Joint Venturer indemnifies the other against any losses or liability exceeding its respective Prescribed Proportion by reason of any joint liability incurred or joint loss sustained in connection with any contract or arrangement entered into by the Joint Venture, subject to clause 29.5.

29.6 Rights to the Joint Venture's Citrus, Product and Proceeds

- (a) In consideration of the First Joint Venturer being solely responsible for paying the fees and licence fees and other amounts described in clauses 29.5(a) and 29.5(c), the First Joint Venturer is entitled to its Prescribed Proportion of the Joint Venture's Citrus and the Product, and the Joint Venture Proceeds.
- (b) In consideration for the Second Joint Venturer being solely responsible for paying the fees and licence fees and other amounts described in clauses 29.5(b) and 29.5(d), the Second Joint Venturer is entitled to its Prescribed Proportion of the Joint Venture's Citrus and the Product, and the Joint Venture Proceeds.

29.7 Acknowledgement

The Responsible Entity acknowledges that the Joint Venturers have entered into the Citruslot Management Agreement and the Licence Agreements as joint venturers on the terms and conditions set out in paragraph 18.4(i) and this clause 29.

29.8 Disposal of Interest

Each Joint Venturer may dispose of its interest in the Joint Venture by offering to sell all or part of its interest in the Joint Venture to the other for a price equal to the market value of that interest and on terms otherwise agreed between the parties, provided that the Joint Venturers are not in default of their obligations under this Deed and the Grower Agreements.

29.9 Commencement and Term of this Joint Venture

- (a) The Joint Venture commences on the date of the Citruslot Management Agreement and the Licence Agreements and unless terminated under paragraph 29.9(b), terminates on the expiry of the Project.
- (b) The Joint Venture will terminate on the earlier of:
 - (i) the completion of the sale of the Joint Venture Assets; and
 - (ii) the date on which a Joint Venturer sells its interest in the Joint Venture to the other Joint Venturer at market value,provided that the Joint Venture may not be terminated if any of the Joint

Venturers are in default of their obligations under this Deed and the Grower Agreements.

- (c) On termination of the Joint Venture, the Joint Venture Assets must be distributed to, or be held for the benefit of, the Joint Venturers in their Prescribed Proportions, or be sold.
- (d) If the Joint Venture Assets are sold under paragraph 29.9(b)(i), the net proceeds of sale must be divided amongst the Joint Venturers in accordance with their Prescribed Proportions.

29.10 Dealing with a Joint Venture Interest

- (a) The interests of the Joint Venturers in each of the relevant Citruslots of the Joint Venture issued pursuant to this Deed must not be dealt with without the interest of the other Joint Venturer in that relevant Citruslots and vice versa.
- (b) The Responsible Entity may not register any assignment of the interests of the Joint Venturers in a Citruslot under clause 20.1 unless the assignment is for the whole of the Joint Venture's interest in the relevant Citruslot.
- (c) This clause 29.10 does not apply to a Joint Venturer selling its interest in the Joint Venture to the other Joint Venturer.

29.11 Miscellaneous

- (a) Each Joint Venturer agrees with the other Joint Venturer to be just and faithful in all transactions relating to the Joint Venture and to perform the obligations imposed on it under clause 29.5.
- (b) Nothing in this clause 29 is intended to create a charge.

Executed as a Deed

EXECUTED by TIMBERCORP
SECURITIES LIMITED in
accordance with section 127 of
the Corporations Act:

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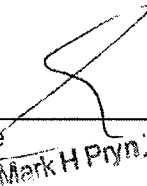


Signature

Sol Rabinowicz

Full Name

Director



Signature

Mark H Pryn

Full Name

~~Director~~ Secretary