

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COURT OF APPEAL

SACPI 2011 0103

BETWEEN:

GRAHAM GOLDENBERG & ORS (according to the Schedule)

Appellants

- and -

BOSI SECURITY SERVICES LIMITED (ACN 009 413 852) & ORS (according
the schedule attached)

Respondents

EXHIBIT EG-8

Date of document:	19 September 2012
Filed on behalf of:	MRB Equities Pty Ltd, Redvi Pty Ltd and Ferrari Investments Holdings Pty Ltd
MGA Lawyers	Solicitors Code: 104101
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MELBOURNE VIC 3000	Ref: MG5400/08

This is the exhibit marked "EG-8" now produced and shown to Eli Goldfinger
at the time of swearing his affidavit on 19 September 2012.

Before me:



MARK GEREMIA
Level 9 179 Queen Street, Melbourne VIC 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Act 2004

MGA Lawyers, Level 9, 179 Queen St, Melbourne Vic
An Australian Legal Practitioner with the meaning of the Legal Practice Act
2001

"EG-8"
First Amending Agreement dated 18
December 2011

**Agreement to amend Funding
Agreement**

**Graham Goldenberg & Others
(Claimants)**

**MRB Equities Pty Ltd as
trustee for MRB Equities Trust
ACN 102 694 708 & Others
(Managers)**

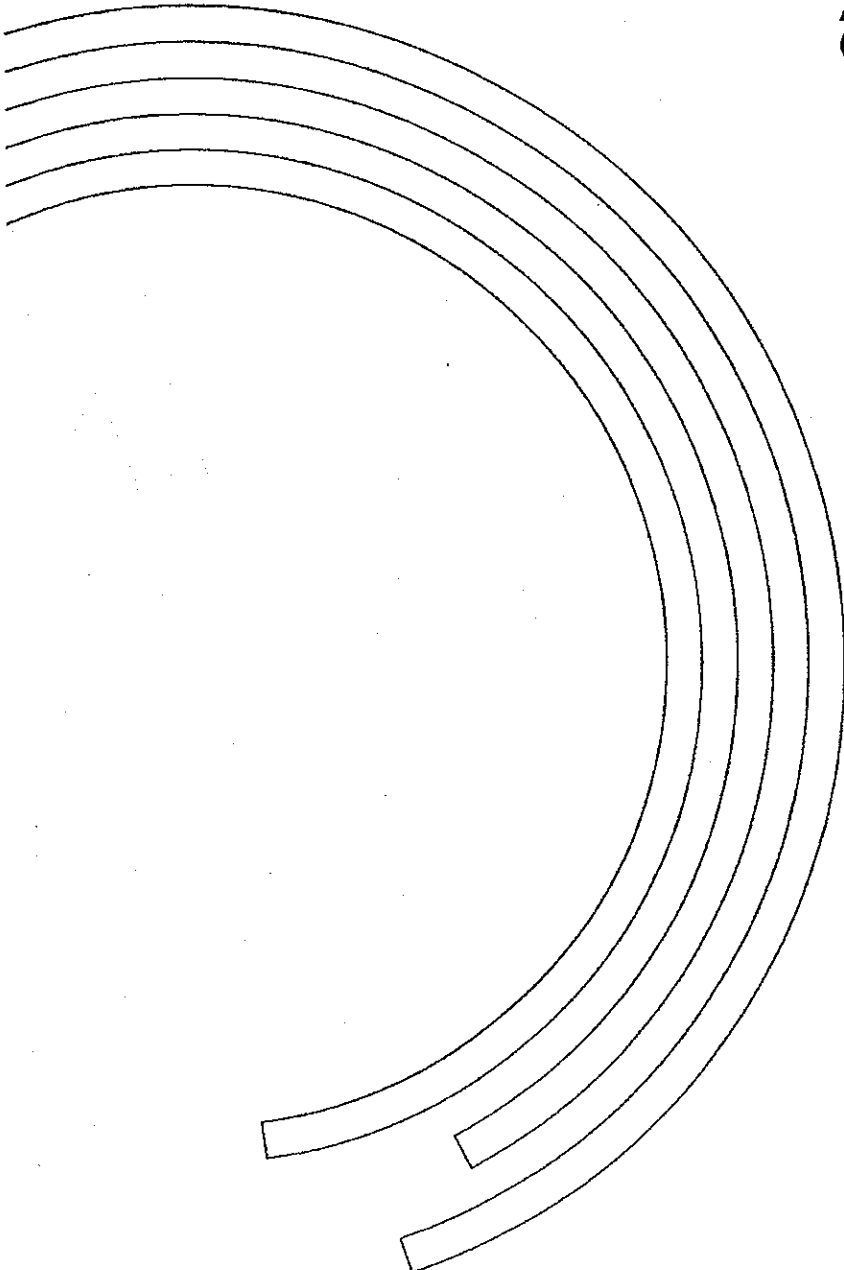


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Agreement to amend Funding Agreement

Date

Parties

Graham Goldenberg, Christopher Littley, Constantine Moshopoulos and David Butterfield

of C/- Clarendon Lawyers, Level 17, Rialto North Tower, 525 Collins Street, Melbourne, Victoria, 3000 (Claimants)

MRB Equities Pty Ltd ACN 102 694 708 as trustee for MRB Equities Trust

of C/- MAB Corporation Pty Ltd, Level 5, 441 St Kilda Road, Melbourne, Victoria, 3004

Redvil Pty Ltd ACN: 115 017 162

of C/- EGA Corporate Advisers Pty Ltd, Level 18, 499 St Kilda Rd, Melbourne, Victoria, 3004

Ferrari Investments Holdings Pty Ltd ACN: 133 024 549 as trustee for Ferrari Investments Holdings Trust

of C/- EGA Corporate Advisers Pty Ltd, Level 18, 499 St Kilda Rd, Melbourne, Victoria, 3004

(together, **Managers**)

Background

- (A) The parties are parties to a Management and Funding Agreement for the Funding of Almonds Appeal S APCI 2011 0103 (**Funding Agreement**) dated 22 October 2011.
- (B) The parties have agreed to amend the Funding Agreement as set out in this agreement.

1 Definitions and Interpretation

Terms and rules of interpretation defined or set out in the Funding Agreement have the same meaning in this agreement.

2 Amendments

The parties agree to amend the Funding Agreement as follows:

2.1 Clause 2

Clause 2 is deleted.

2.2 Clause 8(a)(iii)(B)

Clause 8(a)(iii)(B) of the Funding Agreement is amended by replacing "17½%" and "35%" in subparagraphs (1) and (2) respectively with "15%" and "25%".

2.3 Clause 8

Insert a new clause 8(aa) after clause 8(a) to read as follows:

- "(aa) If approval of the Supreme Court is required to make payment of any of the amounts referred to in clause 8(a), the obligation to pay the amount is subject to such approval being obtained. The Claimants must use their best endeavours to obtain such approval."*

2.4 Clause 9(f)


Clause 9(f) of the Funding Agreement shall be amended by inserting the words "subject to clause 12(aa)," at the commencement of paragraph (ii).

2.5 Clause 12

Clause 12 of the Funding Agreement shall be amended by replacing clause 12(b) with the following new clauses 12(aa) to (ba) as follows:

- (aa) If the Claimants do not want to settle the Appeal when the Managers consider it appropriate for the Claimants to do so or the Supreme Court of Victoria does not approve a settlement approved by the Managers and the Claimants, the Managers may serve 30 days notice of their intention to withdraw from further funding of the Appeal at the expiration of the 30 day period. Unless the notice is withdrawn, the obligation of the Managers to provide any funding services or to manage the Appeal will cease upon expiration of the notice.*
- (ab) If the Managers serve a notice in accordance with clause 12(aa) they remain liable to pay all costs incurred by the Claimants (including any Adverse Costs Order) made in respect of the relevant period up to the date that the notice is delivered and to indemnify the Claimants against any Adverse Costs Order which the Claimants may incur if they withdraw from the Appeal or the Appeal is dismissed following the withdrawal of funding by the Managers.*
- (ac) If the Claimants procure a new manager to pay the costs of the Appeal they must use their reasonable endeavours to seek to have the new manager reimburse all amounts paid by the Managers pursuant to this agreement.*
- (b) If the Managers terminate their obligations pursuant to sub-clauses 12(a) and 12(aa), then the disposition and assignment referred to in paragraph 8(b) will be terminated and, subject to clause 12(ba), the Managers will not be entitled to any amount pursuant to paragraph 8(a)(iii) but they will continue to be entitled to receive amounts pursuant to paragraphs 8(a)(i) and 8(a)(ii) from any Resolution Sum. The Claimants will notify the Managers upon receipt by the Claimants of all or any part of the Resolution Sum. If the Claimants enter into an agreement with a new manager who reimburses the Managers with all of the amounts paid by the Manager under this Agreement, they shall not be entitled to the payments under paragraphs 8(a)(i) and (ii). The obligations in this clause survive any Termination of this Agreement.*
- (ba) If a new manager does not reimburse the Manager with the amounts paid by them under this Agreement, the Claimants must ensure that the agreement with the new manager provides for a portion of any award or settlement sum payable to the new manager over and above reimbursement of costs paid by the new manager is apportioned between the Managers and the new manager in the same proportion as the Project Costs paid by the Manager and the costs of the Appeal paid by the new manager bear to the total of such costs. The obligations in this clause survive any Termination of this Agreement.*

EXECUTED by MRB EQUITIES PTY LTD as trustee for MRB EQUITIES TRUST in accordance with the *Corporations Act 2001* by being signed by Michael Raymond Buxton, who states that he is the sole director:


Signature of Michael Raymond Buxton

EXECUTED by REDVIL PTY LTD in accordance with the *Corporations Act 2001* by being signed by Eli Goldfinger, who states that he is the sole director:


Signature of Eli Goldfinger

EXECUTED by FERRARI INVESTMENT HOLDINGS PTY LTD as trustee for FERRARI INVESTMENTS HOLDINGS TRUST in accordance with the *Corporations Act 2001* by being signed by Peter Ferrari who states that he is the sole director:


Signature of Peter Ferrari

Executed as an Agreement

SIGNED by GRAHAM GOLDENBERG in the presence of :

Signature of witness

Signature of Graham Goldenberg

Name of witness (please print)


SIGNED by CHRIS MARK LITTLE in the presence of :

Signature of witness

Signature of Chris Little

Name of witness (please print)

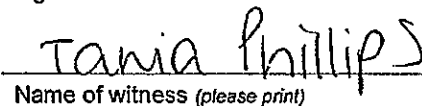
SIGNED by CONSTANTINE MOSHOPOULOS in the presence of :



Signature of witness



Signature of Constantine Moshopoulos



Name of witness (please print)

SIGNED by DAVID BUTTERFIELD in the presence of :


Signature of witness

Signature of David Butterfield

Name of witness (please print)

Executed as an Agreement

SIGNED by GRAHAM GOLDENBERG in the presence of :



Signature of witness

Tania Phillips

Name of witness (please print)



Signature of Graham Goldenberg

SIGNED by CHRIS MARK LITTLE in the presence of :

Signature of witness

Signature of Chris Little

Name of witness (please print)

SIGNED by CONSTANTINE MOSHOPOULOS in the presence of :

Signature of witness

Signature of Constantine Moshopoulos

Name of witness (please print)

SIGNED by DAVID BUTTERFIELD in the presence of :

Signature of witness

Signature of David Butterfield

Name of witness (please print)

Executed as an Agreement

SIGNED by GRAHAM GOLDENBERG in the presence of :

Signature of witness

Signature of Graham Goldenberg

Name of witness *(please print)*

SIGNED by CHRIS MARK LITTLE in the presence of :

Signature of witness

Signature of Chris Littley

Name of witness *(please print)*

SIGNED by CONSTANTINE MOSHOPOULOS in the presence of :

Signature of witness

Signature of Constantine Moshopoulos

Name of witness *(please print)*

SIGNED by DAVID BUTTERFIELD in the presence of :

Signature of witness

Signature of David Butterfield

ANDREW (DREW) ROBINSON

Name of witness *(please print)*

Executed as an Agreement

SIGNED by GRAHAM GOLDENBERG in the presence of :

Signature of witness

Signature of Graham Goldenberg

Name of witness (please print)

SIGNED by CHRIS MARK LITTLE in the presence of :

Signature of witness

Signature of Chris Little

SHANE ROSE

Name of witness (please print)

SIGNED by CONSTANTINE MOSHOPOULOS in the presence of :

Signature of witness

Signature of Constantine Moshopoulos

Name of witness (please print)

SIGNED by DAVID BUTTERFIELD in the presence of :

Signature of witness

Signature of David Butterfield

Name of witness (please print)