

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY

VID 386 of 2011

IN THE MATTER OF WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS
APPOINTED) (LIQUIDATORS APPOINTED)
ACN 063 263 650

WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS APPOINTED)
(LIQUIDATORS APPOINTED)
ACN 063 263 650

IN ITS PERSONAL CAPACITY AND IN ITS CAPACITY AS RESPONSIBLE ENTITY OF
EACH OF THE MANAGED INVESTMENTS SCHEMES LISTED IN SCHEDULE 1 AND IN
ITS CAPACITY AS MANAGER OF THE UNREGISTERED MANAGED INVESTMENT
SCHEMES LISTED IN SCHEDULE 2
First Plaintiff

CRAIG DAVID CROSBIE
Second Plaintiff

IAN MENZIES CARSON
Third Plaintiff

FIFTH AFFIDAVIT OF CRAIG DAVID CROSBIE
DATED 24 JUNE 2011

On 24 June 2011, I, **CRAIG DAVID CROSBIE** of Level 21, 181 William Street, Melbourne, in
the State of Victoria, 3000, Chartered Accountant, **SAY ON OATH** that:

- 1 I am the Second Plaintiff in this proceeding. Ian Carson and I are the Liquidators of
the Willmott Group.
- 2 Except where I otherwise indicate, I make this affidavit from my own knowledge.
Where I depose to matters from information and belief, I believe those matters to be
true. I am authorised by Mr Carson to make this affidavit on his behalf. Reference
in this affidavit to "we", "us", "our" or "ourselves" is a reference to Mr Carson and
me.



Filed on behalf of the Plaintiffs

ARNOLD BLOCH LEIBLER
Lawyers and Advisers
Level 21
333 Collins Street
Melbourne 3000

DX 38455 Melbourne
Tel: 9229 9999
Fax: 9229 9900
Ref: 01-1565015
(Leon Zwier lzwier@abl.com.au)

3 I have previously sworn two affidavits in this proceeding, dated 11 May 2011 (**Third Affidavit**) and 22 June 2011 (**Fourth Affidavit**). I have defined a number of terms in those affidavits and I adopt those definitions in this affidavit.

4 I have read the affidavit of Mary Bermingham affirmed on 22 June 2011 and filed on behalf of the Willmott Action Group (**Bermingham Affidavit**). This affidavit responds to the Bermingham Affidavit.

Consent Deed

5 I refer to paragraphs 21 to 23 of the Bermingham Affidavit.

6 I do not believe we were in possession of the Consent Deed and I had not seen this document prior to it being provided to PPB on 20 June 2011 by Ms Bermingham.

7 I am informed by Michael Carmody of PPB Advisory and verily believe that, by email dated 16 June 2011, Ms Bermingham requested him to provide a copy of the Consent Deed. Mr Carmody requested further details about the document which Ms Bermingham provided. Mr Carmody then requested Ms Bermingham to provide a copy of the Consent Deed if she had one which she did. Now produced and shown to me and marked "CDC-37" is a true copy of the email chain of correspondence between Ms Bermingham and Mr Carmody.

KordaMentha Reports

8 I refer to paragraph 24 of the Bermingham Affidavit.

9 I do recall Ms Bermingham requesting a copy of the "KordaMentha Reports" on at least one occasion, although I cannot confirm the date such a request was made. My recollection is that I advised Ms Bermingham that we would request the Receiver to provide us with a copy. I do not recall promising to provide her any report should the Receiver provide them to us.

10 I have requested the Receiver to provide me with a copy of the "KordaMentha Reports" on a number of occasions. Now produced and shown to me and marked "CDC-38" is a true copy of a letter from us to the Receiver dated 3 June 2011 which includes my most recent request. The Receiver has not provided me with a copy of the "KordaMentha Reports".



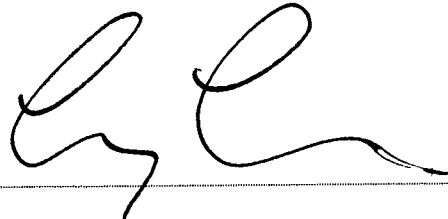
11 My staff have more recently located a redacted copy of a report prepared by KordaMentha dated 17 August 2010. I am informed by Mr Carmody and verily believe that he advised Ms Bermingham that we had located a redacted version of the report and that she could come inspect it at PPB's offices. I am further informed by Mr Carmody and verily believe that Ms Bermingham attended PPB's offices on 14 June 2011 and inspected the report.

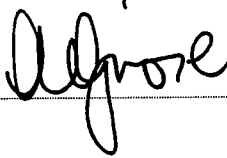
Meeting of Growers and Investors

12 I refer to paragraph 65 of the Bermingham Affidavit.

13 We have held various meetings with Growers and creditors since our appointment as Administrators on 26 October 2010 and Liquidators on 22 March 2011. I refer to pages 13 to 15 of the s439A Report at CDC-16A of my Third Affidavit which lists meetings of the Committee of Creditors and meetings with Grower Representatives which have been convened and a brief summary of what was discussed at each meeting. In addition to the meetings listed in the s439A Report, the Second Creditors Meeting was held on 22 March 2011 and two meetings of the Committee of Inspection were held on 2 and 5 May 2011 respectively.

SWORN at Melbourne in the State of Victoria on this 24th day of June, 2011

)
)
)




Before me:

MEAGAN LOUISE GROSE
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY

VID 386 of 2011

IN THE MATTER OF WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS
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EACH OF THE MANAGED INVESTMENTS SCHEMES LISTED IN SCHEDULE 1 AND IN
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SCHEMES LISTED IN SCHEDULE 2
First Plaintiff

CRAIG DAVID CROSBIE
Second Plaintiff

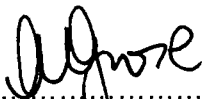
IAN MENZIES CARSON
Third Plaintiff

AFFIDAVIT - CERTIFICATE OF COMPLIANCE

(Order 14, rule 5A)

I, **MEAGAN LOUISE GROSE**, certify to the Court that the affidavit of **CRAIG DAVID CROSBIE** sworn on 24 June 2011 filed on behalf of the plaintiffs complies with Order 14, rule 2 of the Federal Court Rules.

Date: 24 June 2011



.....
MEAGAN LOUISE GROSE
Solicitor for the plaintiffs

MEAGAN LOUISE GROSE
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

IN THE FEDERAL COURT OF AUSTRALIA
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First Plaintiff

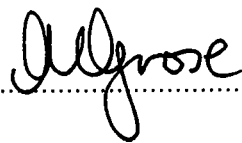
CRAIG DAVID CROSBIE
Second Plaintiff

IAN MENZIES CARSON
Third Plaintiff

CERTIFICATE IDENTIFYING EXHIBIT

This is the exhibit marked "CDC-37" now produced and shown to **Craig David Crosbie** at
the time of swearing his affidavit on 24 June 2011.

Before me:



MEAGAN LOUISE GROSE
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

"CDC-37"

Kimberley MacKay

From: Marie Bermingham [marie@sovereignplus.com.au]
Sent: Monday, 20 June 2011 4:42 PM
To: Michael Carmody
Subject: RE: WFL (in Liquidation)
Attachments: Consent Deed.pdf

Michael,

Please find enclosed a copy as requested.

Marie

From: Michael Carmody [mailto:mcarmody@ppbadvisory.com]
Sent: Monday, 20 June 2011 2:41 PM
To: Marie Bermingham
Subject: RE: WFL (in Liquidation)

Marie,

As discussed if you have a copy of the document we would appreciate if you could please provide same.

Regards

Michael

Michael Carmody
Manager



t 03 9269 4224 | f 03 9269 4099 | e mcarmody@ppbadvisory.com | w www.ppbadvisory.com
Level 21, 181 William Street Melbourne Victoria 3000 Australia
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BRW
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Best Professional Service Firm (\$50m to \$200m) - 2010, 2011
Best Provider Rated by the Professional Services Sector - 2011
Best Accounting Firm (\$50m to \$500m) - 2010, 2011
Most Innovative - 2010
Outstanding Client Care - 2010

From: Marie Bermingham [mailto:marie@sovereignplus.com.au]
Sent: Thursday, 16 June 2011 4:43 PM
To: Michael Carmody
Subject: RE: WFL (in Liquidation)

Hello Michael,

The names of all the parties to the Consent Deed dated 17 March 2009 for your assistance are:

- Willmott Forests Ltd
- Willmott Forests Investment management Pty Limited in its capacity as trustee for the Growers
- CBA Corporate Services (NSW) Pty Limited in its capacity as trustee under the CBA Security Trust
- CBA Corporate Services (NSW) Pty Limited in its capacity as trustee under the Willmott Security Trust
- Willmott Subscriber Pty Limited

That according to clause 3 of the Consent Deed provides that the Bank agreed that its security over WFL was subject to and did not limit the rights of the growers and others to the scheme property.

That by clause 4 of the Consent Deed the Bank acknowledged that the growers and the other scheme parties have the benefit of the Deed and are entitled to enforce the Deed even though the growers were not parties to the Consent Deed.

Our lawyers have sought a copy the Consent Deed by letter dated 9 June 2011 from the Liquidator's lawyers Arnold Bloch Leibler (as well as all the Bank Syndication Documents entered into in March 2009).

The lawyers acting for the Liquidators have refused the request.

Thanks Michael. Hope this helps.

Marie

Marie Bermingham Dip FP
CEO
Authorised Representative No 223141

Exceptional Advice, Extraordinary Outcomes



M 0419 911 430
T 08 9226 2209
F 08 9226 2210
E marie@sovereignplus.com.au
Blog: www.sovereignplus.posterous.com
www.sovereignplus.com.au

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From: Michael Carmody [<mailto:mcarmody@ppbadvisory.com>]
Sent: Thursday, 16 June 2011 1:21 PM
To: Marie Bermingham
Subject: RE: WFL (in Liquidation)

Marie,

Can you please confirm if this request has been made directly to the lawyers (ABL/AAR) already?

In addition can you provide any further details of the Deed e.g. what does it relate to and who are the parties if known (is it just WFL or one of the subsidiaries in the group?)

Any further information you can provide will assist.

Thanks

Michael

Michael Carmody
Manager

t 03 9269 4224 | f 03 9269 4099 | e mcarmody@ppbadvisory.com | w www.ppbadvisory.com
Level 21, 181 William Street Melbourne Victoria 3000 Australia
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BRW.

**CLIENT
CHOICE**

A W A R D S

2 0 1 1

Best Professional Service Firm (\$50m to \$200m) – 2010, 2011
Best Provider Rated by the Professional Services Sector – 2010
Best Accounting Firm (\$50m to \$500m) – 2010, 2011
Most Innovative – 2010
Outstanding Client Care – 2010

From: Marie Bermingham [<mailto:marie@sovereignplus.com.au>]
Sent: Thursday, 16 June 2011 2:13 PM
To: Michael Carmody
Subject: WFL (in Liquidation)

Michael,

Thank you for your phone messages. Acknowledged.

The Consent deed in question we are requesting is dated 17th March 2009 and was prepared by Mallesons.

The parties with Willmotts and CBA in several capacities.

Please provide as soon as possible.

Marie

Marie Bermingham Dip FP
CEO
Authorised Representative No 223141

Exceptional Advice, Extraordinary Outcomes



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T 08 9226 2209
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Blog: www.sovereignplus.posterous.com
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Please contact us at www.ppbadvisory.com

MALLESONS STEPHEN JAQUES

Consent Deed

Dated 17 March 2009

Willmott Forests Limited ("**Willmott**")

Willmott Forests Investment Management Pty Limited in its capacity as trustee for the Growers ("**Trustee**")

CBA Corporate Services (NSW) Pty Ltd in its capacity as trustee under the CBA Security Trust ("**Primary Security Trustee**")

CBA Corporate Services (NSW) Pty Ltd in its capacity as trustee under the Willmott Security Trust ("**Secondary Security Trustee**")

Willmott Subscriber Pty Ltd ("**Subscriber**")

Mallesons Stephen Jaques

Level 50
Bourke Place
600 Bourke Street
Melbourne Vic 3000
Australia
T +61 3 9643 4000
F +61 3 9643 5999
DX 101 Melbourne
www.mallesons.com

Consent Deed

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Consent Deed

Details

Parties

Willmott	Name	Willmott Forests Limited
	ABN	17 063 263 650
	Address	249 Park Street, South Melbourne, Victoria 3205
	Telephone	(03) 9696 1355
	Fax	(03) 9696 5567
	Attention	Stephen Arrowsmith
Trustee	Name	Willmott Forests Investment Management Pty Limited in its capacity as trustee for the Growers
	ABN	50 098 718 837
	Address	249 Park Street, South Melbourne, Victoria, 3205
	Telephone	(03) 9696 1355
	Fax	(03) 9696 5567
	Attention	Stephen Arrowsmith
Primary Security Trustee	Name	CBA Corporate Services (NSW) Pty Ltd in its capacity as trustee under the CBA Security Trust
	ACN	072 765 434
	Address	Level 14, 385 Bourke Street, Melbourne, Victoria, 3000
	Telephone	(03) 9675 7256
	Fax	(03) 9675 7825
	Attention	Security Trustee
Secondary Security Trustee	Name	CBA Corporate Services (NSW) Pty Ltd in its capacity as trustee under the Willmott Security Trust

ACN 072 765 434
Address Level 14, 385 Bourke Street, Melbourne,
Victoria, 3000
Telephone (03) 9675 7256
Fax (03) 9675 7825
Attention Security Trustee

Subscriber Name **Willmott Subscriber Pty Ltd**
ACN 134 963 027
Address 249 Park Street, South Melbourne, Victoria,
3205
Telephone (03) 9696 1355
Fax (03) 9696 5567
Attention Stephen Arrowsmith

Recitals

- A Willmott has either: (a) entered, or will enter, into the Forestry Documents to allow the Land to be used by Forestry Parties for various purposes including the growing and harvesting of trees or (b) will use the Land for the growing and harvesting of trees in connection with one or more Schemes.
- B Financial accommodation provided to Willmott is secured by the Security.
- C The purpose of this deed is for the Consenting Parties to acknowledge that the Security is taken subject to the Forestry Documents.

Governing law Victoria

Date of deed See Signing page

Consent Deed

General terms

1 Definitions and Interpretation

1.1 Definitions

Business Day means a day on which trading banks are open for general business in Melbourne, not being a Saturday or a Sunday.

Carbon Sequestration Rights include, but are not limited to, any legal, commercial or other rights, interests, benefits or credits to carbon sequestration generated by or otherwise attributable to any existing or future tree or forest, which are or may be recognised under any current or future carbon, emissions or forestry scheme, including:

- (a) carbon sequestration rights as recognised under section 87A of the *Conveyancing Act 1919* (NSW);
- (b) carbon sequestration rights as recognised under the *Forestry Rights Act 1996* (Vic); and
- (c) rights to carbon sequestration as recognised under the *Forestry Act 1959* (Qld).

CBA Security Trust means the trust created under the Primary Security Trust Deed.

Consenting Parties means the Primary Security Trustee, the Secondary Security Trustee and the Subscriber.

Forestry Documents means any and all Land Tenure Agreements and any and all Forestry Right Agreements (whether entered into before or after the date of this deed) and any and all Scheme Constitutions.

Forestry Party means any person who is or is proposed to be a party to a Forestry Document which, for the avoidance of doubt, includes the Growers, the Trustee and Willmott.

Forestry Right means an interest in the Land under which a person is entitled:

- (a) to enter the Land and establish, maintain and harvest one or more crop or crops of trees on the Land and to construct and use such buildings, works and facilities as may be necessary or convenient to enable the person to establish, maintain and harvest such crop or crops;
- (b) to Carbon Sequestration Rights,

and includes:

- (c) for land in NSW a forestry right as defined in section 87A of the *Conveyancing Act 1919* (NSW);
- (d) for land in Victoria a forest property right as defined in the *Forestry Rights Act 1996* (Vic); and
- (e) for land in Queensland a right to Natural Resource Products as defined in the *Forestry Act 1959* (Qld),

and is subject to a forestry covenant under which the ownership of any trees on the Land is vested in the person.

Forestry Rights Agreement means any agreement or deed under which Willmott (or any person on its behalf) grants Forestry Rights.

Growers means each person registered, or to be registered, as the holder of an interest in a relevant Scheme, in accordance with the Scheme Constitution.

Land means any real property the subject of a Security.

Land Tenure Agreement means one or more agreements or other instruments under which Willmott (or any person on its behalf) grants to a person a right to enter, occupy and/or use Land, which may include a lease, sub-lease, licence or sub-licence.

Primary Security Trust Deed means the trust deed between the Subscriber, Willmott, Willmott Finance Pty Ltd, Willmott Forest Products Pty Ltd, Willmott Forests Investment Management Pty Ltd, Willmott Forests Nominees Pty Ltd, Willmott Energy Pty Ltd, BioEnergy Pty Ltd, BioForest Limited, the Primary Security Trustee and the Commonwealth Bank of Australia dated on or about the date of this deed.

Scheme means any managed investment scheme (whether registered or unregistered) of which Willmott is the trustee or responsible entity.

Scheme Constitution means the constitution or trust deed under which a Scheme has been established.

Secondary Security Trust Deed means the trust deed between Willmott, Willmott Finance Pty Ltd, Willmott Forest Products Pty Ltd, Willmott Forests Investment Management Pty Ltd, Willmott Forests Nominees Pty Ltd, Willmott Energy Pty Ltd, BioEnergy Pty Ltd, BioForest Limited the Primary Security Trustee and the Secondary Security Trustee dated on or about the date of this deed.

Security means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or

- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist which is held by the Consenting Parties.

Willmott Security Trust means the trust created by the Secondary Security Trust Deed.

1.2 Interpretation rules

In this deed, unless the contrary intention appears:

- (a) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this deed;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority and any successors or assigns of such a person;
- (d) an obligation, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (e) each obligation of each party to another has effect as a covenant;
- (f) where a period of time is expressed to be calculated from or after a specified day, that day is included in the period;
- (g) a reference to a month is to a calendar month; and
- (h) where the word 'including' is used, it is to be taken to be followed by the words: 'but not limited to'.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

1.4 Capacity

- (a) Trustee

The Trustee enters into this deed in its capacity as trustee for the Growers.

(b) Primary Security Trustee

The Primary Security Trustee enters into this deed in its capacity as trustee for the Beneficiaries under, and as defined in, the Primary Security Trust Deed.

(c) Secondary Security Trustee

The Secondary Security Trustee enters into this deed in its capacity as trustee for the Beneficiaries under, and as defined in, the Secondary Security Trust Deed.

2 Consent to the Forestry Documents

The Consenting Parties consent to the Forestry Parties:

- (a) entering into the Forestry Documents (other than a Scheme Constitution) provided that any such documents entered into after the date of this deed are, in substance, substantially the same as the existing Forestry Documents;
- (b) entering into the Scheme Constitutions, provided that any such documents entered into after the date of this deed do not prohibit the creation of a Security over Land used in respect of the relevant Scheme;
- (c) performing their obligations or exercising rights under the Forestry Documents; and
- (d) registering any rights under or in connection with the Forestry Documents.

3 Rights under the Forestry Documents

3.1 Rights under the Forestry Documents

The Consenting Parties acknowledge and agree that their rights under each Security are subject to, and do not limit or restrict, the rights of the Forestry Parties under or in connection with the Forestry Documents including the right to:

- (a) prepare and cultivate the Land, including removing any current vegetation from such Land;
- (b) construct such buildings, drains, roadways, firebreaks and other improvements as it requires;
- (c) plant and maintain trees;
- (d) harvest the trees following their maturity; and

- (e) access and use any roads, tracks or other carriageways on the Land for the purpose of obtaining access to the Land.

3.2 Acknowledgement by the Consenting Parties

Each of the Consenting Parties agree that:

- (a) it will not exercise any Security inconsistently with the rights of the Forestry Parties under the Forestry Documents, including the rights set out in clause 3.1, or cause or require Willmott to act inconsistently with its obligations under or in connection with the Forestry Documents; and
- (b) it will provide Willmott with the title documents and do all things necessary so that Willmott is able to register the Forestry Parties' rights (including, if applicable, Willmott's rights as responsible entity or trustee of a Scheme) under or in connection with the Forestry Documents.

4 Benefit

The Consenting Parties acknowledge that:

- (a) each Forestry Party has the benefit of, and is entitled to enforce, this deed even though it is not a party to this deed or is not in existence at the time this deed is executed and delivered; and
- (b) each Forestry Party may enforce its rights under this deed independently from each other Forestry Party and any other person.

5 Termination

The rights and obligations under this deed continue until the Security is terminated.

6 Inconsistency

To the extent of any inconsistency between a Security and this deed, this deed will prevail.

7 Notices

7.1 Form and address

A notice or other communication in connection with this deed is to be in writing and:

- (a) may be given by the relevant party or its solicitor or agent; and
- (b) may be left at the address of the addressee or sent by prepaid ordinary post to the address of the addressee or sent by facsimile to the facsimile number of the addressee in each case as set out in the

Details or to any other address or facsimile number previously notified to the sender.

7.2 Receipt

Unless a later time is specified in it, a notice or other communication takes effect from the time it is received and is taken to be received:

- (a) in the case of a posted letter, on the third Business Day after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent to the facsimile number of the recipient.

8 Miscellaneous

8.1 Assignment

No party may assign any right under this deed without the prior written consent of each party, such consent not to be unreasonably delayed or withheld.

8.2 Costs and Expenses

Each party is responsible for its own costs and expenses incurred in connection with this deed.

8.3 Taxes

Each party is responsible for any taxes payable by it in relation to this deed.

8.4 Governing law

This deed is governed by the law in force in Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.

8.5 Counterparts

This deed may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument.

8.6 Alteration

This deed may only be altered in writing signed by the parties.

8.7 Further acts

Each party must, without further consideration, sign, execute and deliver any document and perform any other act that is necessary or desirable to give full effect to this deed.

8.8 Remedies cumulative

The rights, powers and remedies provided in this deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this deed.

8.9 Severance

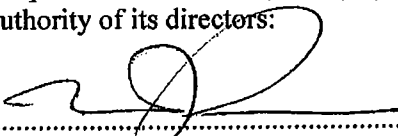
If any provision in this deed or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this deed are not affected and are valid and enforceable.

EXECUTED as a deed

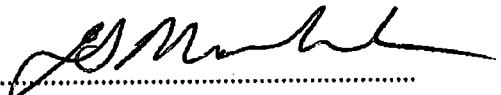
Signing page

DATED: 17 March 2009

EXECUTED by WILLMOTT)
FORESTS LIMITED in accordance)
with section 127(1) of the)
Corporations Act 2001 (Cwlth) by)
authority of its directors:)

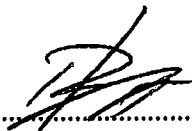

.....)
Signature of director)

MARCUS DERHAM)
.....)
Name of director (block letters))

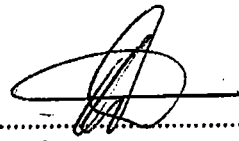

.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)

JONATHAN DAVID MADAWICK)
.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

Signed sealed and delivered for and on)
behalf of CBA Corporate Services)
(NSW) Pty Ltd ACN 072 765 434 by)
its Attorney under a Power of Attorney)
dated 17th March 2009, and the Attorney)
declares that the Attorney has not)
received any notice of the revocation of)
such Power of Attorney, in the presence)
of:)

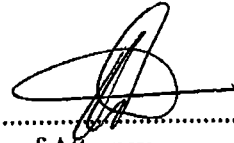

.....)
Signature of Witness)

TIMOTHY JAMES BATE)
.....)
Name of Witness in full)


.....)
Signature of Attorney)

Aaron Lind)
Agency Executive)
.....)
Name of Attorney in full)

Signed sealed and delivered for and on)
behalf of CBA Corporate Services)
(NSW) Pty Ltd ACN 072 765 434 by)
its Attorney under a Power of Attorney)
dated 17th March 2009, and the Attorney)
declares that the Attorney has not)
received any notice of the revocation of)
such Power of Attorney, in the presence)
of:)



.....
Signature of Attorney



.....
Signature of Witness

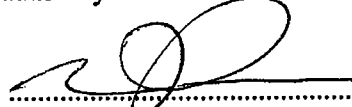
Aaron Lind
Agency Executive

.....
Name of Attorney in full

TIMOTHY JAMES BATE

.....
Name of Witness in full

EXECUTED by WILLMOTT)
FORESTS INVESTMENT)
MANAGEMENT PTY LIMITED)
in accordance with section 127(1) of)
the Corporations Act 2001 (Cwth) by)
authority of its directors:)



.....
Signature of director

MARCUS DERHAM

.....
Name of director (block letters)

.....
Signature of director/company
secretary*

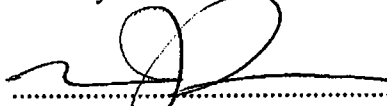
*delete whichever is not applicable

JONATHAN DAVID MADGWICK

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

EXECUTED by WILLMOTT)
SUBSCRIBER PTY LTD in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cwth) by)
authority of its directors:)



.....
Signature of director

MARCUS DERHAM

.....
Name of director (block letters)

.....
Signature of director/company
secretary*

*delete whichever is not applicable

.....
Name of director/company secretary*
(block letters)

*delete whichever is not applicable

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY

VID 386 of 2011

IN THE MATTER OF WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS
APPOINTED) (LIQUIDATORS APPOINTED)
ACN 063 263 650

WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS APPOINTED)
(LIQUIDATORS APPOINTED)
ACN 063 263 650

IN ITS PERSONAL CAPACITY AND IN ITS CAPACITY AS RESPONSIBLE ENTITY OF
EACH OF THE MANAGED INVESTMENTS SCHEMES LISTED IN SCHEDULE 1 AND IN
ITS CAPACITY AS MANAGER OF THE UNREGISTERED MANAGED INVESTMENT
SCHEMES LISTED IN SCHEDULE 2
First Plaintiff

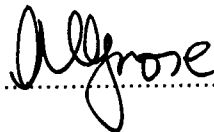
CRAIG DAVID CROSBIE
Second Plaintiff

IAN MENZIES CARSON
Third Plaintiff

CERTIFICATE IDENTIFYING EXHIBIT

This is the exhibit marked "CDC-38" now produced and shown to **Craig David Crosbie** at
the time of swearing his affidavit on 24 June 2011.

Before me:



MEAGAN LOUISE GROSE
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000
An Australian Legal Practitioner within the
meaning of the Legal Profession Act 2004

"CDC-38"



OUR REF: J:\CLIENTS.BRS\Willmott\Insurance\Insurance Proceeds\Letter to KM - 1995-1999 Trust Account Follow up (2).docx

3 June 2011

Mr Bryan Webster
Receiver & Manager
Willmott Forests Limited
C/- KordaMentha
Level 24
333 Collins Street
MELBOURNE VIC 3000

Dear Mr Webster

**WILLMOTT FORESTS LIMITED
ACN 063 263 650
(IN LIQUIDATION)
(RECEIVERS AND MANAGERS APPOINTED) (WFL)**

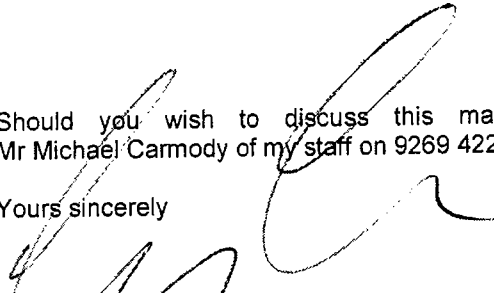
Reference is made to our previous correspondence regarding a number of matters which remain outstanding which are summarised below:

1. A reconciliation of monies currently held within the various trust accounts of WFL.
2. The basis you believe the reimbursement to WFL in the amount of \$112,073.80 is due to you in your capacity as Receiver and Manager relating to the insurance claim partially settled in January 2011.
3. Whether you are asserting any claim (and if so on what basis) over insurance proceeds payable following a hail event in February 2009 on the Bombala 3 plantation, affecting nine projects.
4. Details to support the \$2m of scheme costs incurred by the Receivers and Managers (e.g. description of tasks performed and associated costs incurred) and an allocation of same on a scheme by scheme basis.
5. Confirmation of the duties carried out by the Receivers and Managers whilst you were in control of the Company in its capacity as Responsible Entity during the period 6 September 2010 to 24 September 2010.
6. Details surrounding the independent business review completed by KordaMentha prior to the appointment of Receivers and Managers including:
 - o confirmation of whether the banking syndicate or the Company engaged KordaMentha;
 - o the cost incurred in completing that review and who paid for the report;
 - o If the review was commissioned by the Company please provide a copy of the report. If this was not the case please provide a copy of the abridged version provided to WFL management for comment prior to issue.

As you may be aware these issues are continually raised by the respective grower groups and certain members of the Committee of Inspection. As such we would appreciate if you could please advise as a matter of urgency when this information will be available.

Should you wish to discuss this matter further please do not hesitate to contact Mr Michael Carmody of my staff on 9269 4224.

Yours sincerely



Ian M Carson and Craig D Crosbie
Joint & Several Liquidators