

**GREAT SOUTHERN MANAGERS AUSTRALIA LIMITED (ACN 083 825 405) (IN LIQUIDATION) IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE MANAGED INVESTMENT SCHEMES LISTED IN SCHEDULE 2 TO THE AMENDED ORIGINATING PROCESS**

First Plaintiff

**GREAT SOUTHERN OLIVES COMPANY LIMITED (ACN 121 381 208) (IN LIQUIDATION)**

Second Plaintiff

**GREAT SOUTHERN OLIVE HOLDINGS PTY LIMITED (ACN 111 092 374) (IN LIQUIDATION)**

Third Plaintiff

**ANDREW JOHN SAKER**

Fourth Plaintiff

**MARTIN BRUCE JONES**

Fifth Plaintiff

**DARREN GORDON WEAVER**

Sixth Plaintiff

**JAMES HENRY STEWART**

Seventh Plaintiff

**GREAT SOUTHERN OLIVE PROCESSING PTY LTD (ACN 128 547 437) (IN LIQUIDATION)**

Eighth Plaintiff

**JAMES GERARD THACKRAY**

First Defendant

**ANTHONY GREGORY MCGRATH**

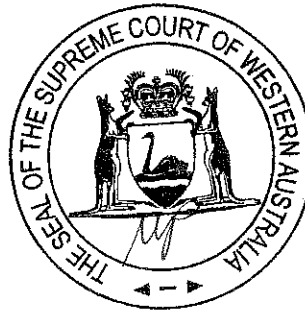
Second Defendant

**COLIN MCINTOSH NICOL AND SIMON ANDREW READ**

Third Defendants

**THE GROWERS LISTED IN SCHEDULE 8 TO THE FURTHER AMENDED ORIGINATING PROCESS**

Fourth Defendants



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**ORDERS BEFORE THE HONOURABLE JUSTICE LE MIERE  
30 JUNE 2010**

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Date of Document: 30 June 2010  
Date of Filing: 30 June 2010  
Filed on behalf of: The plaintiffs

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UPON THE APPLICATION of the first to eighth plaintiffs by interlocutory process dated 29 June 2010 filed in Supreme Court action COR 35 of 2010 and UPON THE APPLICATION of the second, fourth, fifth, sixth and seventh plaintiffs by interlocutory process dated 29 June 2010 filed in Supreme Court action COR 252 of 2009 and UPON HEARING Mr R W Douglas of counsel for the first to eighth plaintiffs and Mr J A Thomson of counsel for the Bendigo and Adelaide Bank Limited on 30 June 2010 IT IS ORDERED THAT:

**Variation of Kailis Asset Sale Agreement and Loan Agreement**

1. Pursuant to section 511 of the *Corporations Act 2001* (Cth) (**Act**), the Liquidators, in their respective capacities as liquidators of the second, third and eighth plaintiffs are justified in varying that asset sale agreement between Kailis Organic Olive Groves Limited (ACN 095 927 969) (**Kailis**), the Liquidators, the second plaintiff (**GSOC**), the third plaintiff and the eighth plaintiff dated 26 March 2010, a true copy of which is attachment AJS-83 to the Second Supplementary Affidavit of Andrew John Saker sworn 7 April 2010, as previously varied by:



(a) that deed dated 30 April 2010 which is attachment AJS-144 to the Third Confidential Affidavit of Andrew John Saker sworn 20 May 2010 (**20 May Saker Affidavit**) to vary the terms of the Kailis ASA; and

(b) that deed dated 20 May 2010 which is attachment AJS-146 to the 20 May Saker Affidavit to vary the terms of the Kailis ASA,

(together, the **Kailis ASA**);

such variation to be substantially on the terms set out in attachment AJS-163 to the Affidavit of Andrew John Saker sworn 30 June 2010.

2. Pursuant to section 477(2B) of the Act, the entry into a deed varying the terms of the loan agreement between GSOC and Kailis dated 14 January 2010, such variation to be substantially on the terms set out in attachment AJS-161 to the Affidavit of Andrew John Saker sworn 29 June 2010, is approved.

3. Pursuant to section 511 of the Act, the Liquidators in their capacity as liquidators of GSOC are justified in entering into a deed to vary the terms of

the loan agreement between GSOC and Kailis dated 14 January 2010, such variation to be substantially on the terms set out in attachment AJS-161 to the Affidavit of Andrew John Saker sworn 29 June 2010.

#### **Variation of Sumich Loan Agreement**

4. Pursuant to section 511 of the Act, the Liquidators, in their capacity as liquidators of GSOC are justified in entering into a deed to vary the terms of the loan agreement between GSOC and Sumich EVOO Australia Pty Ltd (ACN 123 114 492) dated 29 December 2009, such variation to be substantially on the terms set out in attachment AJS-162 to the Affidavit of Andrew John Saker sworn 29 June 2010.

#### **Affidavits to be kept confidential**

5. The confidential affidavits of Andrew John Saker sworn 29 June and 30 June 2010 and their annexures:



- (a) be placed in a sealed envelope and marked '*Confidential – Not to be Accessed for Inspection except so far as the Court orders*';
- (b) not be available for inspection so far as the Court orders; and
- (c) any application to inspect the confidential affidavits or the attachments thereto be referred to a Judge or Master of the Court within 3 days notice thereof to be provided to the solicitors for the plaintiffs.

#### **Consolidation of Proceedings**

6. The ex parte action COR 252 of 2009, in which the Liquidators in their capacity as liquidators of GSOC are plaintiffs, be consolidated with action COR 35 of 2010 between Great Southern Managers Australia Limited (ACN 083 825 405) (in liquidation) as first plaintiff, GSOC as second plaintiff, Great Southern Olive Holdings Pty Limited (ACN 111 092 374) (in liquidation) as third plaintiff, the Liquidators as the fourth, fifth, sixth and seventh plaintiffs and James Gerard Thackray as the first defendant, Anthony Gregory McGrath as the second defendant, Colin McIntosh Nicol and Simon Andrew Read as the third defendants and the persons and/or entities listed in

Schedule 8 to the Further Amended Originating Process filed in Supreme Court of Western Australia action COR 35 of 2010 as the fourth defendants, and be carried on as one action.

7. Action COR 35 of 2010 be the leading action.
8. The plaintiffs in action COR 35 of 2010 be plaintiffs in the consolidated action.

**Costs**

9. The costs, expenses and remuneration of the plaintiffs of their interlocutory process dated 29 June 2010 filed in Supreme Court action COR 252 of 2009 be satisfied from the proceeds of the sale of any Sale Asset (as that term is defined in the Court's Order 4 made 27 May 2010) as costs, expenses and remuneration relating to the administration, liquidation or winding up of the second plaintiff and referable to the operation, preservation or realisation of any Sale Asset, to be satisfied to the extent provided by and in accordance with Orders 6 and 7 of the Court's Orders made 27 May 2010.



BY THE COURT

A handwritten signature in black ink, appearing to read "P. Le Miere".

THE HONOURABLE JUSTICE LE MIERE