

Power of Attorney

**A Grower holding an interest in the
Projects listed in Schedule 1
("Principal")**

in favour of

**Robert Allen Burns
Phillip Capicchiano
("Attorneys")**



This Deed is made on June 2010 by:

The Grower who is identified in Schedule 1, and who holds an interest in the Projects
("Principal")

in favour of

Robert Allen Burns
C/- Suites 1-8 Kellicar Lane, Macarthur Square Shopping Centre, Gilchrist Drive
Campbelltown NSW 2560

and

Phillip Capicchiano
C/- Level 13, 350 Collins Street, Melbourne, VIC 3000
(together the "Attorneys").

1. Definitions

A word or expression defined in any Approved Document has the same meaning in this power of attorney.

Approved Document means the Notice of Meeting and any accompanying Explanatory Memorandum or supplementary material or communications required to be executed by the Principal for the purpose of calling, deferring or adjourning a meeting of Growers of the Projects under section 252D of the Corporations Act.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Grower means a member of the Projects.

Projects means the Projects identified in Schedule 1.

In this document, a reference to the singular includes the plural and a reference to the plural includes the singular.

2. Appointment

The Principal appoints the Attorneys jointly and each of them individually to be its attorney from the date of this document until all of the Approved Documents are executed.

3. Capacity

The Principal executes this power of attorney in its capacity as a Grower of the Projects having an interest in the woodlots as detailed in Schedule 1.

4. Powers

For the purpose of calling a meeting of members of the Projects the Attorneys are empowered to:

- (a) execute under hand or under seal and deliver (which delivery may be conditional or unconditional) each Approved Document in a form and of substance as the Attorneys think fit;
- (b) complete any blanks in an Approved Document;
- (c) amend or vary an Approved Document as the Attorneys think fit (including but not limited to, amending or varying the parties), and execute under hand or seal and deliver (which delivery may be conditional or unconditional) any document which effects or evidences the amendment or variation;
- (d) do any thing which in the opinion of the Attorneys is necessary, expedient or incidental to or in any way relates to:
 - (i) any document referred to in clauses 4(a) and 4(c); or
 - (ii) any transaction contemplated by any document referred to in clauses 4(a) and 4(c); and
- (e) do any thing which ought to be done by the Principal under any Approved Document to which it is a party.

5. Use of name

The Attorneys may exercise their powers under this power of attorney in the name of the Principal or in the names of the Attorneys and as the act of the Principal.

6. Benefit to Attorneys

The Attorneys may exercise their powers under this power of attorney even if the Attorneys benefit from the exercise of that power.

7. Ratification

The Principal undertakes to ratify and confirm any act of the Attorneys in exercise of their powers under this power of attorney.

8. Principle representation

The Principle represents that, at the date of this deed, it does not owe any amounts under invoices issued by Great Southern Managers Australia Limited (In Liquidation)(Receivers and Managers Appointed) in respect of their interests in the Projects.

9. Delegation and substitution

The Attorneys may, at any time, appoint or remove any substitute or delegate or sub-attorneys.

10. Evidence of non-revocation

The Principal declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Attorneys in good faith may accept a written statement signed by the Attorneys to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

11. Principal Bound

The Principal declares that all acts, matters and things done by the Attorneys in exercising powers under this power of attorney will be as good and valid as if they had been done by the Principal and the Principal is bound by anything the Attorneys do in exercising their powers under this power of attorney.

12. No warranty

The exercise by the Attorneys of any power under this power of attorney does not connote:

- (a) a warranty, express or implied, on the part of the Attorneys as to:
 - (i) the Attorneys' authority to exercise the power;
 - (ii) or the validity of this power of attorney; or
- (b) an assumption of personal liability by the Attorneys in exercising their power.

13. Release

The Principal releases and discharges the Attorneys from all actions, suits, claims, demands, and causes of action that the Principal may have against the Attorneys in respect of the exercise of any of their powers under this power of attorney.

14. Counterparts

This deed may consist of a number of copies, each signed by one or more parties to the agreement. If so, the signed copies are treated as making up the one document.

15. Registration and stamping

The Attorneys must do all things necessary to ensure the registration and stamping of this power of attorney in all jurisdictions in which it must be registered and stamped to ensure its enforceability and validity for the purposes of this power of attorney.

Schedule 1

1. Grower details

[Please complete].

Holder of Grower interest: (e.g. company name & ABN, individual(s) name)	<hr/> <hr/>
Grower number:	

2. Project details

[Please complete. Pursuant to the representation made in clause 8, do not tick any Project in respect of which you owe any amount under invoices issued by Great Southern Managers Australia Limited (In Liquidation)(Receivers and Managers Appointed)].

PROJECT	Please tick the box next to the project in which you are a member:	Number of Woodlots owned in the project:
Great Southern Plantations 2007 ARSN 124 053 390	<input type="checkbox"/>	
Great Southern 2008 Renewable Fibre Project ARSN 124 053 274	<input type="checkbox"/>	