

2002 022
Deed of Variation
(Carina West)
Modifying the Management
Agreement Between:

Timbercorp Securities Limited
Almond Management Pty Limited

2002 Timbercorp Almond Project

[EXECUTION COPY]

NM TAYLOR
L A W Y E R S

Level 7
350 Collins Street
MELBOURNE VIC 3000

Telephone: 9600 3525
Facsimile: 9600 3527

Details of this Deed of Variation

Date of the Deed:

This Deed is made on 14 June 2002.

Parties to the Deed:

1. TIMBERCORP SECURITIES LIMITED

ACN 092 311 469
Level 8, 461 Bourke Street
Melbourne Victoria 3000

(SRE)

2. ALMOND MANAGEMENT PTY LTD

ACN 094 429 419
Level 8, 461 Bourke Street
Melbourne Victoria 3000

(Almond Management)

Background to the Deed

- A. SRE is the single responsible entity of the 2002 Timbercorp Almond Project (ARSN 099 611 935).
- B. Under the Management Agreement between SRE and Almond Management, SRE engaged Almond Management to manage the Orchard.
- C. The parties wish to modify the Management Agreement to take into account the expansion of the Project with introduction of new land, referred to as the Carina West Site.
- D. The modifications are necessary as there will be difference of approximately 12 months between when the orchard is established on the Carina West Site, and when it was established on the old land, referred to as the Liparoo Carina Site. This difference will result in the Almond Trees on the Carina West Site and Liparoo Carina Site reaching maturity at different times.
- E. Accordingly, the SRE in order to treat Growers fairly will pool the Product, Crop and Proceeds from the Carina West Site and Liparoo Carina Site separately and calculate Growers' Participating Interests in respect of the Product, Crop and Proceeds according to their interest in the two pools.
- F. This separate treatment has necessitated the modification of the Management Agreement.

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- G. The Management Agreement must also be modified to take into account the fact that the Orchard on the Carina West Site is in the process of being established by the Land Owner.
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Operative Provisions:

1. INTERPRETATION

1.1 Definitions

- (a) In this Deed, unless the context otherwise requires or implies, the following expressions have the meanings set opposite each of them:

Operative Date:	13 June 2002;
Management Agreement:	the management agreement dated 7 March 2002 between SRE and Almond Management.

- (b) In this Deed, including the background and Schedule, unless a contrary intention is expressed or implied, words and expressions defined in the Management Agreement, as modified or inserted by the Schedule to this Deed, have the same meanings when used in this Deed.

1.2 Construction

In this Deed:

- (a) headings and boldings are for convenience only and do not affect the interpretation of this Deed;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (e) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document; and
- (f) a reference to a party to a document includes that party's successors and permitted assigns.

2. AMENDMENTS

2.1 Deed is Supplemental

This Deed is supplemental to the Management Agreement and except as otherwise provided in this Deed, the Management Agreement remains in full force and effect.

2.2 Amendments to the Management Agreement

The Management Agreement is amended and varied as set out in the Schedule.

2.3 Ratification and Confirmation

In all other respects, the parties to the Management Agreement confirm and ratify the terms and conditions of the Management Agreement.

2.4 Operative Date

The alterations made by this Deed as set out in the Schedule take effect on and from the Operative Date.

3. MISCELLANEOUS

3.1 Counterparts

This Deed may consist of a number of counterparts and if so the counterparts taken together will constitute the one instrument.

3.2 Parties to Give Effect to the Deed

Each party to this Deed must exercise all powers as are available to it, do all such acts and things and sign, execute and deliver all documents as may be necessary or reasonably required to give full effect to this Deed in connection with any document being amended and varied to which it is also a party.

3.3 Governing Law And Jurisdiction

- (a) The laws of Victoria govern this Agreement.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

Executed as a Deed

EXECUTED by ALMOND MANAGEMENT)
PTY LIMITED by two of its directors in)
accordance with section 127(1) of the)
Corporations Act by:)



Signature

Robert J Hance

Full Name

Director

Position Held



Signature

Sol Rabinowicz

Full Name

Director

Position Held

EXECUTED by TIMBERCORP
SECURITIES LIMITED by two of its
directors in accordance with section
127(1) of the Corporations Act by:

)
)
)
)



Signature

Robert J Hance

Full Name

Director

Position Held



Signature

Sol Rabinowicz

Full Name

Director

Position Held

SCHEDULE AMENDMENTS

1. The following definitions replace the corresponding definition in clause 1.1 of the Management Agreement:

"Almond Trees:	the almond trees planted or to be planted on the Orchard;
Capital Works:	the infrastructure and capital works, including the planting of the Almond Trees, that the Land Owner has carried out and any other works that the Land Owner may be required in the future to carry out, including the works that the Land Owner will carry out on Carina West, at its cost, in accordance with clause 2.3 of the Licence and Joint Venture Agreement;
Participating Interest:	has the same meaning as in the Constitution as modified for the purposes of clause 13.7 of the Constitution;"

2. The following definitions are inserted in clause 1.1 of the Management Agreement in alphabetical order:

"Carina West Almondlot:	an Almondlot on the Carina West Site;
Carina West Almonds:	the almonds grown on the Orchard on the Carina West Site, and in relation to a Carina West Grower, means the almonds grown on the Grower's Carina West Almondlots, whether or not harvested;
Carina West Crop:	the Carina West Almonds taken from the Almond Trees grown on the Growers' Carina West Almondlots;
Carina West Grower:	a Grower in relation to a Carina West Almondlot;
Carina West Product:	Almonds in a saleable condition harvested from the Almond Trees on the Carina West Site;
Carina West Site:	that part of the Land as is defined in the Supplemental Prospectus;
Liparoo Carina Almondlot:	an Almondlot on the Liparoo Carina Site;
Liparoo Carina Almonds:	the almonds grown on the Orchard on the Liparoo Carina Site, and in relation to a Liparoo Carina Grower, means

	the almonds grown on the Grower's Liparoo Carina Almondlots, whether or not harvested;
Liparoo Carina Crop:	the Liparoo Carina Almonds taken from the Almond Trees grown on the Growers' Liparoo Carina Almondlots;
Liparoo Carina Grower:	a several person (or if more than one person, those persons jointly) who is named or otherwise described in the First Schedule in respect of Almondlots on the Liparoo Carina Site and " Liparoo Carina Growers " means all of the persons so named or described;
Liparoo Carina Product:	Almonds in a saleable condition harvested from the Almond Trees on the Liparoo Carina Site;
Liparoo Carina Site:	the Land excluding the Carina West Site;"

3. The following clause 28 is inserted after clause 27 of the Management Agreement:

"28. SEPARATE TREATMENT FOR DIFFERENT CLASSES OF GROWERS

28.1 Clause 28 Prevails to the Extent of any Inconsistency

This clause 28 prevails over any other provision in this Agreement to the extent of any inconsistency.

28.2 Activities

Almond Management must, in addition to the activities specified in clause 4.2, oversee the:

- (a) establishment of the Carina West Growers' Almondlots;
- (b) the construction of the Capital Works by the Land Owner on Carina West Growers' Almondlots; and
- (c) the planting of the Almond Trees on the Carina West Growers' Almondlots,

in accordance with good horticultural and environmental practices and the Land Owner's obligations under the Licence and Joint Venture Agreement.

28.3 Harvesting, Delivery and Storage of Carina West and Liparoo Carina Almonds

Almond Management must, when harvesting, delivering and storing Almonds in accordance with clause 5, harvest, deliver and store the Carina West Almonds in such a manner that they are kept separate from the Liparoo Carina Almonds.

28.4 Processing and Sale of Carina West and Liparoo Carina Almonds

- (a) Almond Management must, when gathering in, storing, marketing and selling the Growers' Product or Crop under clause 6, gather in, store, market and sell the Carina West Product and the Carina West Crop separately from the Liparoo Carina Product and the Liparoo Carina Crop.
- (b) Paragraph 28.4(a) does not require Almond Management to have regard to the quantity or quality of the particular Product or Crop from the particular Almondlots on the Carina West Site or the Liparoo Carina Site.
- (d) The SRE's lien in clause 6.4 is over the Grower's Participating Interest as calculated under paragraph 28.4(c).
- (e) Almond Management must deal with the proceeds from the sale Carina West Product and the Carina West Crop and the Liparoo Carina Product and the Liparoo Carina Crop in such a manner that allows for their separate identification."