

ALMOND LAND PTY LTD

EACH GROWER

DEED OF VARIATION
Tree Supply and Planting Agreement
(2001 Timbercorp Almond Project)

CORRS CHAMBERS WESTGARTH

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Ref: TB/UG
TIMB1480/6551865
M/928127/1

THIS DEED is made on

16 July

2002

BETWEEN ALMOND LAND PTY LTD ACN 091 460 392 ("Land Owner")

AND EACH GROWER

BACKGROUND TO THE DEED

- A Pursuant to a Tree Supply and Planting Agreement dated 30 June 2001 in respect of the 2001 Timbercorp Almond Project between the Land Owner and each Grower (**Tree Supply and Planting Agreement**), the Grower engages the Land Owner as an independent contractor to carry out the Planting Works on and subject to the terms and conditions of the Tree Supply and Planting Agreement.
- B The Land Owner wishes to amend each Tree Supply and Planting Agreement for the purpose of facilitating the management and operation of the Project and has satisfied itself that the amendments effected by this Deed will not adversely affect the rights or interests of the Growers.

IT IS AGREED

1 INTERPRETATION

1.1 Definitions

In this Deed:

"**Grower**" means a person who is a party to a Tree Supply and Planting Agreement with the Land Owner in respect of the 2001 Timbercorp Almond Project which has not terminated before the date of this Deed.

1.2 Incorporation of terms

Terms defined in the Tree Supply and Planting Agreements have the same meaning in this Deed unless the context requires otherwise.

2 CONSIDERATION

Each party acknowledges that it has received valuable consideration for entering into this Deed.

3 AMENDMENT

- (a) This document is supplemental to and constitutes an amendment of each of the Tree Supply and Planting Agreements, and the Tree Supply and Planting Agreements shall be construed and take effect as amended in this Deed.
- (b) With effect on and from the date of this Deed, each Tree Supply and Planting Agreement is amended as follows:
- (i) A new clause 12.9 is inserted as follows:

"12.9 Constitution

The rights and obligations of the parties under this Agreement are subject to the terms and conditions of the Constitution.”

4 RATIFICATION

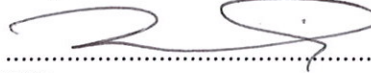
In all other respects, the parties hereby ratify the terms and conditions of each of the Tree Supply and Planting Agreements.

5 GOVERNING LAW


This Deed is governed by the law in force in Victoria.

EXECUTED as a deed.

EXECUTED by **ALMOND LAND PTY LTD** by the party's attorney pursuant to a power of attorney dated 15 JULY 2002 who states that no notice of revocation of the power of attorney has been received in the presence of:

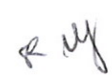

.....
Witness


URSULA GIL
.....
Name of Witness (print)


.....
Attorney

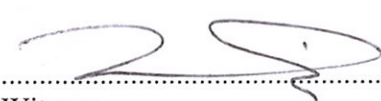
SOL RABINOWICZ
.....
Name of Attorney (print)

EXECUTED by **EACH GROWER IDENTIFIED IN THE LICENCE AND JOINT VENTURE AGREEMENT** by its attorney **ALMOND MANAGEMENT LTD** who states that no notice of revocation of the power of attorney has been received


EXECUTED by **ALMOND MANAGEMENT LTD** by the party's attorney pursuant to a power of attorney dated 15 JULY 2002 who states that no notice of revocation of the power of attorney has been received in the presence of:


.....
Attorney

SOL RABINOWICZ
.....
Name of Attorney (print)


.....
Witness

URSULA GIL
.....
Name of Witness (print)