

# **Tree Supply and Capital Works Agreement - Deed of Variation**

**Almond Land Pty Ltd**  
**ACN 091 460 392**

**Select Harvests Limited**  
**ACN 000 721 380**

**Timbercorp Limited**  
**ACN 005 185 067**

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Ref: BXP:

TREE SUPPLY \_ CAPITAL WORKS AGR - DEED OF VARIATION - DRAFT - 310306 BXP/AAB

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## Deed of Variation

Dated **24 April** 2006

### Parties

1. **Almond Land Pty Ltd ACN 091 460 392** of Level 8, 461 Bourke Street, Melbourne, Victoria (**Land Owner**).
2. **Select Harvest Limited ACN 000 721 380** of 360 Settlement Road, Thomastown, Victoria (**Select**).
3. **Timbercorp Limited ACN 005 185 067** of Level 8, 461 Bourke Street, Melbourne, Victoria (**Timbercorp**).

### Background

- A. The parties entered into a Tree Supply and Capital Works Agreement dated 3 March 2006 in relation to the 2006 Timbercorp Almond Project (**Agreement**).
- B. Pursuant to clause [12.8] of the Agreement, the parties have agreed to vary and amend the Agreement in the manner set out in this deed.

### Operative provisions

#### 1. Defined meanings

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Words used in this deed not otherwise defined in this deed that apply are the same as those set out in clause [19.1] of the Agreement, unless otherwise indicated.

#### 2. Variation and amendment

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2.1 The parties acknowledge, confirm and agree to vary and amend the Agreement as follows:

- (a) Clause 3.1 is amended as follows:
  - (i) Line 2, delete '562,000 Almond Trees' and substitute '675,000 Almond Trees';
  - (ii) Paragraph (iv), delete '\$1,464,750 on or before 30 June 2006' and substitute '\$2,136,750 on or before 30 June 2006'.
- (b) Clause 19.1 is amended by substituting the following definitions in place of the existing definitions:

**Land** means the Narcooyia, Mitchell and Westmore properties;

**Orchard** means the almond orchard established or to be established on the Land pursuant to the Project, containing a Plantable Portion of approximately 2,430 hectares (9,720 Almondlots).

(c) Clause 19.1 is amended by adding the following definitions:

**Westmore** means the property known as “Westmore”, Kooloonong Road, Boundary Bend, Victoria, containing a Plantable Portion of approximately 500 hectares (2,000 Almondlots), which property is comprised of:

1. Lots 1, 3 and 5 on Proposed Plan of Subdivision 548904W and being the land described in or remaining in the following Certificates of Title Volume 10405 Folios 421, 424 and 425 (containing an area of approximately 463 hectares);
2. Lot 2 on Plan of Subdivision PS143381 and being the land described in Certificate of Title Volume 9520 Folio 747 (containing an area of approximately 134 hectares);
3. the land described in Certificates of Title Volume 9520 Folio 746 and Volume 8228 Folio 204 (containing an area of approximately 63 hectares);
4. the land described in Certificates of Title Volume 10371 Folio 548 and Volume 10371 Folio 549 (‘Chalmers’) (containing an area of approximately 33.6 hectares);
5. That part of Lot 1 on Proposed Plan of Subdivision 502671C [being the land described in or remaining in Certificate of Title Volume 10707 Folio 617] as is identified on the plan annexed hereto and marked ‘A’ (containing an area of approximately 212 hectares).

2.2 This deed is supplemental to the Agreement and constitutes a variation and amendment of the terms of the Agreement.

2.3 The variations and amendments of the Agreement specified in this **clause 2** will be construed and take effect on the date of this deed.

### **3. Confirmation**

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The Agreement continues in full force and effect upon and subject to its terms, except to the extent varied or amended by the terms of this deed.

### **4. Counterparts**

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This deed may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

**EXECUTED** as a deed.

**EXECUTED** by **ALMOND LAND PTY LTD** ACN 091 460 392:



Signature of Director

**Robert Hance**

Name of Director (Block Letters)



Signature of Director/Secretary

**Mark Pryn**

Name of Director/Secretary (Block Letters)

**EXECUTED** by **SELECT HARVESTS LIMITED** ACN 000 721 380:



Signature of Director

**JOHN BIRD.**

Name of Director (Block Letters)



Signature of Director/Secretary

**MARCELLO MATTIA**

Name of Director/Secretary (Block Letters)

**EXECUTED** by **TIMBERCORP LIMITED** ACN 005 185 067:



Signature of Director

**Robert Hance**

Name of Director (Block Letters)



Signature of Director/Secretary

**Sol Rabinowicz**

Name of Director/Secretary (Block Letters)