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**Otuwhero Trustee Limited**

**Great Esprit Limited**

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This Deed is dated the 20<sup>th</sup> day of June, 2016

## PARTIES

**Otuwhero Trustee Limited** (NZCN 3357453), a New Zealand incorporated company with its registered address at Level 3, 205 Queen Street, Auckland, 1010, New Zealand

(O:TU)

**Great Esprit Limited**, a Hong Kong incorporated company with its registered address at Unit 503, 5/fl., Silvercord Tower, 30 Canton Road, Tsishatsul, Hong Kong

(GEL)

## BACKGROUND

- A. The parties have entered into a Wine Supply Agreement dated 2 September 2015 (**Supply Agreement**) and a Deed of Variation of Wine Supply Agreement dated 1 March 2016 (together the **Agreements**).
- B. O:TU wish to supply wine directly to New Zenith International Trading (Shanghai) Co., Ltd (**NZIT**). Any direct order made by NZIT to O:TU is to be offset against the minimum order GEL is required to order under the Agreements.
- C. On this basis the parties have agreed to a variation of the Agreements on the terms and conditions set out in this Deed.

## DEED

### 1 Variation

- 1.1 O:TU and GEL agree that the time periods under 'Years' in column 1 of the Minimum Annual Order table in Schedule 1 of the Supply Agreement are replaced with the following:

**Minimum Annual Order**

Years	Product Description	Amount
30 March 2015 – 30 June 2016	mixed	NZD1.5 million of Supplier sales to the Customer
1 July 2016 – 30 June 2017	mixed	NZD3.0 million of Supplier sales to the Customer

### 2 Acknowledgement

- 2.1 GEL acknowledges and agrees to O:TU supplying wine to NZIT directly (**NZIT Direct Order**).
- 2.2 O:TU agrees that the any NZIT Direct Order shall count towards GEL's "minimum annual order" requirement in Schedule 1 of the Supply Agreement as if GEL had supplied the NZIT Direct Order under the terms of the Agreements.

**3 Counterparts**

3.1 This Deed may be executed in two or more counterparts (including emailed copies) each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 A party may enter into this Deed by executing any counterpart.

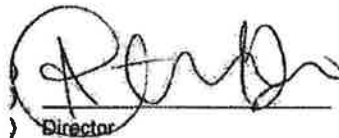
**4 Further assurances**

4.1 Each party must sign, execute and do all deeds, schedules, acts, documents and things as may reasonably be required by the other party effectively to carry out and give effect to the terms and intentions of this Deed.

**EXECUTION**

**Executed as Deed**

Signed by and on behalf of  
**Otuwhero Trustee Limited**

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Authorised Signatory

Catherine Ma.  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Signed by and on behalf of  
**Great Esprit Limited**  
in the presence of:

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Authorised Signatory

Ying Xu  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

