

BETWEEN

REWARDS PROJECTS LTD

ACN 089 582 427

Sub-lessor

and

REWARDS PROJECTS LTD

ACN 089 582 427

Responsible Entity

and

EACH SEVERAL GROWER

Grower

SUB-LEASE
REWARDS PROJECTS SANDALWOOD PROJECT No. 4

DATE 30 JULIE 2003

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SUB-LEASE made on the date of allotment of the Woodlots to the Growers under the PDS.

BETWEEN:

1. **REWARDS PROJECTS LTD, ACN 089 582 427**, a company incorporated in the state of Western Australia and having its registered office at Ground Floor, 50 Colin Street, West Perth 6005, (the **Sub-lessor**);
2. **REWARDS PROJECTS LTD, ACN 089 582 427**, a company incorporated in the state of Western Australia and having its registered office at Ground Floor, 50 Colin Street, West Perth 6005, (the **Responsible Entity**).

AND:

3. Each several **Applicant** whose Application under an offer document has been accepted, as specified in Item 2 of the Schedule (**Grower**).

RECITALS:

- A. The Sub-lessor has or intends to contract to lease the Land for use in the Project.
- B. The Sub-lessor has agreed to sub-lease to each Grower one or more separate Woodlots as allotted by the Responsible Entity pursuant to the PDS for the purpose of cultivating and Harvesting Trees and upon the terms and conditions set out in this Sub-lease.

NOW THIS LEASE IS EVIDENCE OF THE FOLLOWING:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Sub-lease unless the context indicates some other meaning:

Agreements means this Sub-lease, the Management Agreement and the Constitution and all other agreements entered into or to be entered into by or on behalf of a Grower in relation to the Project;

Application means an application to participate in the Project made by a Grower in accordance with the PDS;

Constitution means the Constitution for the Project;

Financial Year means the 12 month period ending 30 June of the relevant year, or where the context requires a portion of such period;

Final Harvest means the last Harvest of a Plantation, which harvest is scheduled to take place about 18 years after planting of Sandalwood seeds in the Plantation;

Grower's Share means in respect of each Harvest for each Plantation the following fraction:

$$\frac{P}{T}$$

where:

P is the number of Woodlots held by a Grower in the relevant Plantation participating in the relevant Harvest; and

T is the total number of Woodlots in the relevant Plantation participating in the relevant Harvest (excluding Woodlots the subject of an election under clause 8.1 of the Management Agreement);

Harvest means the removal, pulling or logging of the Trees on the Woodlots, and any transport or processing of the Timber undertaken by or on behalf of a Grower prior to sale, whether conducted as one operation or more than one operation;

Head Lease means the lease made between the Owner and the Sub-lessor (as lessee) made on or about the date of this Sub-lease;

Host Trees means the trees planted or to be planted on the Woodlots to assist growth of the Trees;

Interest Rate means the rate of interest which is 3% per annum higher than the base rate of interest charged from time to time by National Australia Bank Limited on overdrawn accounts;

Land has the meaning set out in Item 1 of the Schedule;

Management Agreement means the agreement for the managing and administering of the performance of the Tree farming by the Manager on behalf of each several Grower, entered into pursuant to the PDS, and includes any agreement which varies or replaces that agreement;

Management Plan means the plan for the management of the Plantation referred to in the Management Agreement (as amended or updated from time to time);

Manager means the Sub-lessor, or its successors and assigns;

Mining Tenement includes a permit to enter on private land, prospecting licence, special prospecting licence, exploration licence, mining lease, general purpose lease or miscellaneous licence or other tenement available for grant under the Mining Act, 1978 and any other right or licence to prospect, explore or mine for minerals;

Owner means Rewards Land Pty Ltd ACN 089 949 824, or its successors and assigns;

Party means a party to this Sub-lease;

Petroleum Tenement includes a drilling reservation, exploration permit, production licence, pipeline licence, access authority or other tenement available for grant under the Petroleum Act, 1967 and any other right or licence to prospect, explore for or recover petroleum;

Plantation means the plantation comprising Woodlots;

Project means the Rewards Project Sandalwood Project 4;

PDS means the PDS issued by the Responsible Entity in respect of the Project;

Register means that part of the register of Growers kept pursuant to Chapter 2C of the Corporations Act on which is kept details of the Growers;

Rent means the payments so described in Item 5 of the Schedule;

Sandalwood means the Sandalwood tree of the species *Santalum Spicatum*;

Sub-Lease means this sub-lease as may be varied from time to time;

Sub-Lease Commencement Date means the date on which the Term of this Sub-lease commences as specified in Item 3 of the Schedule;

Term means the term of this Sub-lease as specified in Item 4 of the Schedule and includes a reference to any shorter term in the event of the early termination of the Term;

Timber means any saleable timber or wood derived from Trees or Host Trees;

Trees means the Sandalwood trees farmed or to be farmed pursuant to the Project on the Woodlots; and

Woodlot means that specified area of Land, identified individually by a number, to be let to a Grower under the provisions of this Sub-lease and more specifically delineated in Item 2 of the Schedule.

1.2 Unless the context otherwise requires:

- (a) The singular number includes the plural and vice versa;
- (b) Words denoting one gender include any of the other genders;
- (c) "Person" includes a corporation or firm;
- (d) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have a corresponding meaning;
- (e) Any reference to a Party to this Sub-lease includes a reference to its executors, administrators, successors and permitted assigns;
- (f) Where the word "including" or "include" is used, it is to be taken to be followed immediately by the words "but not limited to" or "but are not limited to" as the case requires;
- (g) The headings preceding the text of each clause in this Sub-lease have been inserted for convenience of reference only and shall not be construed to affect the meaning, interpretation or effect of this Sub-lease;
- (h) Reference to any statute, regulation or by-law shall be construed as including references to the statute, regulation or by-law as amended or modified from time to time and in the event that the relevant statute, regulation or by-law is repealed, shall include references to any statute, regulation or by-law which replaces the statute, regulation or by-law so repealed and any amendments or modifications thereto from time to time;

- (i) If a Grower comprises more than one person, this Sub-lease binds them jointly and each of them severally. If any of the persons comprising a Grower is a trustee, this Sub-lease binds that person in its capacity as a trustee and personally;
- (j) Words and expressions used in this Sub-lease have the same meaning as in the Constitution.

2. GRANT OF SUB-LEASEHOLD

- 2.1 Subject to the terms and conditions contained in this Sub-lease, the Sub-lessor sub-leases to each Grower the Woodlot or Woodlots allotted to a Grower by the Responsible Entity on acceptance of the Application under the PDS to be held by that Grower for the Term.
- 2.2 Subject to sub-clause 2.4 and clause 7, a Grower shall be entitled to the Trees and the Host Trees to be planted on the Woodlot and the Timber therefrom until all the Trees have been Harvested.
- 2.3 If the Manager sells any sequestration rights, carbon credits or other environmental credits arising from or in connection with the Woodlot or the Trees or Host Trees the proceeds will be held as to 80% by the Grower and as to 20% by the Manager.
- 2.4 All seed and other propagation material generated by the Trees or Host Trees will be the property of the Manager.

3. RENT

- 3.1 As consideration for the granting of this Sub-lease each Grower shall pay to the Sub-lessor during the Term the Rent in the amounts and manner set out in the Schedule clear of all deductions whatsoever.

4. GROWER COVENANTS

- 4.1 Each Grower covenants with the Sub-lessor, on its own behalf and on behalf of its agents employees, officers and invitees that throughout the Term that Grower shall:
 - (a) plant out on their Woodlots Host Trees and Trees substantially in accordance with the Management Plan;
 - (b) tend to the Trees and Host Trees according to the principles of good forestry;
 - (c) undertake such operations as may be reasonably required to prevent or combat land degradation in relation to their Woodlots;
 - (d) take such steps as are required to comply with the provisions of the Bush Fires Act, 1954 (including without limiting the foregoing, ensuring that tracks for fire breaks and access to the Woodlots are maintained in a good and proper order, are monitored, and regularly sprayed or otherwise cleared of growth);
 - (e) not allow the occurrence of any act, omission or other happening on their Woodlots so as to render any insurance policy void or voidable or so as to result in an increase of the premium payable on any insurance policy in respect of the Woodlot or the Land;

- (f) comply with and obey all valid Laws, Regulations, Notices, Orders or By-Laws made in respect of or applying to the use or occupancy of their Woodlots, under any Act or Acts which may apply, including the Soil and Land Conservation Act 1945 and the Country Areas Water Supply Act 1947;
- (g) permit the Sub-lessor and its servants, agents and contractors to enter upon their Woodlots as necessary to carry out its duties and obligations under any of the Agreements;
- (h) at all times give such rights of way and free access to the owners or occupiers of any Woodlot adjoining their Woodlots as are necessary for their proper use and enjoyment of their Woodlots; and
- (i) take all reasonable steps to avoid interfering with the operations of any owner or occupier of neighbouring Woodlots or land.

5. SUB-LESSOR COVENANTS AND ACCESS RIGHTS

5.1 Peaceful Enjoyment

The Sub-lessor covenants with each Grower that the Sub-lessor shall permit the Grower, upon paying the Rent and observing and performing the covenants and stipulations contained or implied in this Sub-lease, to hold and enjoy their Woodlots during the Term peaceably and quietly, without any interruptions by the Sub-lessor or any person or persons rightfully claiming under or in trust for the Sub-lessor.

5.2 Compliance with Head Lease

The Sub-lessor shall at all times during the Term comply with the provisions of the Head Lease and shall not suffer or permit any breach of covenant in the Head Lease and shall at all times duly and punctually pay all sums which may be due pursuant to the Head Lease. The Sub-lessor warrants that at the time of granting this Sub-lease the Head Lease is valid and subsisting.

5.3 Pay Rates and Taxes

The Sub-lessor shall duly and punctually pay all rates, taxes and other charges levied by any local or other relevant Government Authority in respect of the Land.

5.4 Costs

The Sub-lessor shall pay the costs of and incidental to the preparation, completion and execution of this Sub-lease in triplicate as may be required, and the stamp duty.

5.5 No Encumbrances

Subject to the interests of any registered mortgagee, the Sub-lessor undertakes not to create any encumbrances over the Land or the Woodlots or any part thereof ranking in priority to the interests of a Grower.

5.6 Warranties

The Sub-lessor warrants to each Grower:

- (a) as at the date of execution of this Sub-lease, the Owner is or will be the registered proprietor of the Land;
- (b) that the Owner is entitled to grant the Head Lease to the Sub-lessor;
- (c) that the Sub-lessor is entitled to grant this Sub-lease to the Grower; and
- (d) that the Owner and any mortgagee of the Land have consented to this Sub-lease.

5.7 Access

The Sub-lessor shall be entitled to full and free access for the purposes of carrying out its rights and obligations with or without vehicles to the relevant Woodlots along any road or track or any neighbouring land owned or occupied by the Sub-lessor which gives access to the relevant Woodlots from a public road.

5.8 Further Access

The Sub-lessor shall be entitled to full and free access with or without vehicles to the relevant Woodlots for the purpose of accessing neighbouring land owned or occupied by the Sub-lessor.

6. MUTUAL COVENANTS

6.1 Further Assurances

Each of the Parties shall do all things and execute and deliver all other documents which are considered reasonably necessary or desirable by any other Party to give effect to the provisions or intentions of this Sub-lease.

6.2 Costs

Each of the Parties shall pay all costs, charges and expenses, including solicitors' costs of and in connection with the preparation and service of a valid notice requiring the other Party to remedy a breach of any of the covenants contained in this Sub-lease. The validity of any notice and any dispute concerning costs of the notice shall be determined pursuant to clause 17.

6.3 Interest

Any moneys due under this Sub-lease and remaining unpaid on the due date will bear interest at the Interest Rate.

7. DEFAULT

7.1 By The Grower

The Sub-lessor shall be entitled to terminate this Sub-lease in relation to a Grower if:

- (a) a Grower is declared bankrupt, goes into liquidation or if a receiver is appointed of the undertaking of a Grower; or

- (b) a Grower fails or neglects to perform or observe any covenants, conditions or stipulations contained in this Sub-lease or in the Management Agreement or in the Constitution and such default shall have continued for a period of 21 days after receipt by that Grower of written notice from the Sub-lessor specifying the default and requiring the default to be rectified.

7.2 **By the Sub-lessor**

A Grower shall be entitled to terminate its obligations under this Sub-lease if:

- (a) the Sub-lessor is in default of any obligation under this Sub-lease; and
- (b) such default shall have continued for a period of 21 days after receipt by the Sub-lessor of written notice from a Grower specifying the default and requesting that the default be remedied.

7.3 Any termination of the rights of either Party pursuant to this clause shall be without prejudice to any rights acquired by either Party pursuant to this Sub-lease prior to termination.

7.4 The Sub-lessor retains the right to sue a Grower for any outstanding monies payable under this Sub-lease.

7.5 If the rights of a Grower are terminated as a result of default by that Grower then the Grower shall not be entitled to receive any compensation in respect of money contributed and any further receipts in respect of the Trees grown on their Woodlots pursuant to this Sub-lease or in respect of the Timber shall vest in the Sub-lessor, as shall the Trees, Host Trees and Timber.

7.6 A Grower is entitled (but not obliged) to remedy any default by the Sub-lessor under this Sub-lease at any time, and whenever the Grower does so, all costs and expenses reasonably incurred by the Grower in remedying the default shall be payable by the Sub-lessor to the Grower on demand. Where the Grower proposes to recover costs and expenses, except in the case of an emergency, the Grower shall give the Sub-lessor not less than 7 days notice prior to exercising its rights under this clause.

8. **PROHIBITED ACTIVITIES**

8.1 **Permitted Use Only**

A Grower shall not use or permit any other persons to use their Woodlots or any part thereof for any purpose other than the cultivation and Harvesting of Trees.

8.2 **No Nuisance**

A Grower shall not do or permit to be done on the Woodlots anything which may become a nuisance or disturbance, obstruction or cause of damage, whether to any of the other Growers or the Sub-lessor or the owner of adjoining property or users of any Woodlot or the Land, and shall not allow any noisy, noxious or offensive activity or thing to be carried out upon the Woodlots.

8.3 **No Buildings**

A Grower shall not erect any buildings, structures or dwellings or use any caravans for either temporary or permanent accommodation on the Woodlots or use any part of the Woodlots for residential, recreational or tourist purposes.

8.4 **Illegality**

A Grower shall not use the Woodlots for any illegal purposes.

8.5 **Noxious Chemicals**

A Grower shall not store or use any inflammable, chemical, noxious or dangerous substances on their Woodlots or on the Land in a manner which may be likely to result in damage to their Woodlots or to the Land or to the Trees growing on their Woodlots or on the Land or to any livestock, indigenous trees or plants, crops or water reserves on their Woodlots or on the Land.

8.6 **Fires**

A Grower shall not light any fires on their Woodlots except in accordance with the Bush Fires Act, 1954.

8.7 **No Absolute Caveat**

The Grower undertakes not to lodge or register any absolute caveat against the certificate of title to the Land the subject of the Woodlots to protect its interests under this Sub-lease but the Grower shall be entitled to lodge a subject to claim caveat against the certificate of title to the Land the subject of the Woodlots.

8.8 **Native Vegetation**

A Grower shall not cut down, remove or destroy any native vegetation upon the Land.

8.9 **Attorney**

The Grower irrevocably appoints the Sub-lessor and every director, the secretary and public officer of the Sub-lessor jointly and severally the agent and attorney of the Grower to execute and register at the Office of Titles, Perth:

- (a) a withdrawal of any absolute caveat registered by, or on behalf of, the Grower against the Land at any time; and
- (b) a withdrawal of a "subject to claim" caveat registered by, or on behalf of, the Grower at any time after the expiration or sooner determination of the Term.

9. ASSIGNMENT

9.1 A Grower may only transfer, mortgage, assign or otherwise dispose of this Sub-lease or any of its rights or interests hereunder in accordance with the provisions of the Constitution and otherwise may not assign, lease, in any way alienate or part with possession of the Woodlots for any part of the term.

9.2 The Sub-lessor may transfer, mortgage, assign or otherwise dispose of this Sub-lease and any of its rights or interests hereunder.

9.3 Nothing contained or implied in Sections 80 and 82 of the Property Law Act, 1969 shall apply to this Sub-lease and both sections are hereby expressly excluded.

10. MINING AND PETROLEUM

- 10.1 The Sub-lessor shall promptly notify each Grower, the Manager and the Responsible Entity of receipt by the Sub-lessor of notice of any application by any person for a Mining Tenement or Petroleum Tenement over the Woodlots or any part thereof, or of any notice of intention to mine or conduct petroleum operations on the Woodlots or part thereof.
- 10.2 In relation to any application for a Mining Tenement, the Sub-lessor shall immediately upon request by the Manager or by the Responsible Entity cause a notice of objection to such application to be lodged at the office of the Warden of the mineral field or the district within the time and in the manner prescribed by the Mining Act, 1978.
- 10.3 The Sub-lessor shall at any time and from time to time on request by the Manager or the Responsible Entity provide such instructions as may be required in respect of any of the matters referred to in this clause.
- 10.4 All costs of and incidental to the preparation, engrossing and lodging of the notice referred to in clause 10.2 and the instructions referred to in clause 10.3 shall be borne and paid by the Manager. Except as provided in this clause, each Party shall bear its own costs of giving effect to the provisions of this clause.
- 10.5 None of the Parties shall, without the prior written consent of the other, consent, pursuant to section 29(2) of the Mining Act, 1978, to the grant to any person of a Mining Tenement or, pursuant to section 16 of the Petroleum Act, 1967, to the grant to any person of a Petroleum Tenement in respect of the Woodlots or any part thereof nor suffer or permit any person (whether or not the person has been granted a Mining Tenement or Petroleum Tenement, as the case may be) to enter onto the Woodlots or any part thereof with or without any machinery or to conduct any mining or petroleum operations on or below the surface of the Woodlots or any part of the Woodlots.
- 10.6 None of the Parties shall, without the prior written consent of the other, consent pursuant to section 29(7)(c) of the Mining Act, 1978 to the use of water or the felling of trees, stripping of bark or cutting of timber on the Woodlots by the holder of a Mining Tenement.

11. CONSEQUENCES OF TERMINATION

11.1 Grant to Yield Up

On termination a Grower will deliver their Woodlots to the Sub-lessor in good repair, order and condition.

11.2 Removal of Debris, etc

On expiry, or earlier termination of this Sub-lease a Grower must remove:

- (a) any plant, equipment, implements and other things brought onto their Woodlots by, or on behalf of, the Grower; and
- (b) all debris, branches, treetops, wire, ropes and miscellaneous rubbish from their Woodlots.

12. DELEGATION

- 12.1 A Grower may, for the better performance of its obligations under this Sub-lease, employ any person as an agent or contractor, but delegation of any of the Grower's obligations under this Sub-lease shall not release it from liability under this Sub-lease.

13. NO PARTNERSHIP

- 13.1 Nothing contained in this Agreement shall constitute a partnership, joint venture or association between any of the Growers or between any of the Growers and the Manager.

14. WAIVERS

- 14.1 No waiver by any Party of any breach of this Sub-lease shall be deemed a waiver of any preceding or succeeding breach hereof.

15. PLACE OF LAW

- 15.1 This Sub-lease shall be construed and take effect in accordance with, and the rights and obligations of the Parties shall be governed by, the laws of the State of Western Australia. Each of the Parties submits to the jurisdiction of the courts of the said State, and this clause may be pleaded as a bar to any action or suit brought in any court in any other place in the world.

16. NOTICES

- 16.1 Notices shall be in writing and may be delivered or sent by registered post or fax;
- a) in the case of a Grower, to its latest address appearing in the Register;
 - b) in the case of the Sub-lessor and Responsible Entity, to its latest registered office.

17. ALTERNATIVE DISPUTE RESOLUTION

- 17.1 In the event of any question, dispute or difference between the Parties to this Sub-lease howsoever arising relating to the subject matter of this Sub-lease, no Party shall commence any action in respect thereof unless and until that Party attempted in good faith to resolve the matter by mediation. The mediator must be a person chosen by agreement between the Parties, or, if they are unable to agree, a person appointed by the chairman of LEADR. The role of the mediator is to assist the Parties in negotiating a resolution of the dispute, and the mediator must not determine the dispute.
- 17.2 The costs of and incidental to the reference to and adjudication by mediation shall be at the discretion of the mediator who shall also determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid.

18. SEVERABILITY

- 18.1 The intention of the Parties is to create a valid and binding agreement. If this Sub-lease shall be rendered invalid at any time by any one or more of the provisions of this Sub-lease contravening any statute, regulation, by-law or ordinance or otherwise

contravening or offending any provision of law or equity, any such provision shall, to the necessary extent, be read down or excised from this Sub-lease as hereafter provided.

- 18.2 To the extent to which an otherwise contravening or offending provision of this Sub-lease can be read down or rectified by amendment of qualitative or quantitative factors, the quality or quantity shall be varied to the degree necessary to remove such contravention or offence and any dispute between the Parties as to the degree of variation shall be referred to arbitration.
- 18.3 Any provision which cannot be read down shall be excised to the extent that so much of the contravening or offending part is removed as will leave the residue (if any) of the provision intelligible and effective.
- 18.4 If the consequence of any such excision is necessarily to render this Sub-lease vague or uncertain or to vary it fundamentally, the Parties shall no longer be bound by this Sub-lease.

19. RESPONSIBLE ENTITY

The Sub-lessor covenants with the Responsible Entity to observe and perform all the covenants, conditions and stipulations of this Sub-lease which are required to be observed and performed on the part of the Sub-lessor. The Responsible Entity is a Party to this Sub-lease in its capacity as the Responsible Entity for each Grower only and the Responsible Entity shall have no personal liability in relation to this Sub-lease.

20. GOODS AND SERVICES TAX

- 20.1 Goods and Services Tax will apply to this Sub-lease.
- 20.2 Unless otherwise stated, all amounts referred to in this Sub-lease are inclusive of GST.

21. TOWN PLANNING AND DEVELOPMENT ACT 1928 (WA) APPROVAL

- 21.1 This Sub-lease is subject to any necessary approval of the Western Australian Planning Commission under the Town Planning and Development Act (1928) (WA).

SCHEDULE

ITEM 1: THE LAND

The land upon which the Woodlots are located comprising part of the land in:

Certificate of Title Volume 1355 Folio 950
Certificate of Title Volume 1580 Folio 284
Certificate of Title Volume 1834 Folio 696
Certificate of Title Volume 1834 Folio 697
Certificate of Title Volume 1834 Folio 698
Certificate of Title Volume 1834 Folio 699
Certificate of Title Volume 1834 Folio 700

or such other land as is approved by the Responsible Entity for use in the Project and contracted for purchase by the Sub-lessor.

ITEM 2: GROWERS & WOODLOTS

As specified by the Responsible Entity in the Register of allotment of Woodlots pursuant to the PDS.

ITEM 3: SUB-LEASE COMMENCEMENT DATE:

The date of allotment of the Woodlots to the Grower under the PDS.

ITEM 4: THE TERM

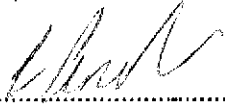

The period commencing upon the Sub-lease Commencement Date and continuing until the earliest of:

- (a) 30 June 2023; and
- (b) completion of the Final Harvest.

ITEM 5: RENT

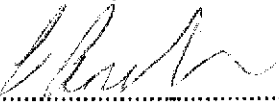

An amount equal to 4.4% of the Grower's Share of the sale proceeds of each Harvest, payable in accordance with the Constitution and the Management Agreement.

Executed by **REWARDS PROJECTS LTD ACN 089 582 427** on its own behalf as Sub-lessor in accordance with its constitution and section 127 of the Corporations Act:

Director:  Secretary: 

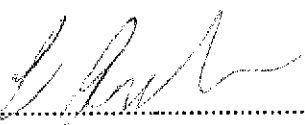
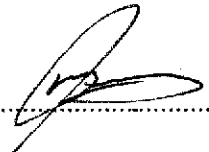
Name: Craig Anderson Name: M. Green
(Please print) (Please print)

Executed by **REWARDS PROJECTS LTD ACN 089 582 427** on its own behalf as Responsible Entity in accordance with its constitution and section 127 of the Corporations Act:

Director:  Secretary: 

Name: Craig Anderson Name: M. Green
(Please print) (Please print)

Executed by **REWARDS PROJECTS LTD ACN 089 582 427** on behalf of Growers in accordance with its constitution and section 127 of the Corporations Act:

Director:  Secretary: 

Name: Craig Anderson Name: M. Green
(Please print) (Please print)