

terms and conditions of this Agreement and to the extent necessary the terms and conditions of this Agreement, amend, vary and replace any prior terms and conditions agreed by the parties.

- (b) The Service Provider undertakes to the Licensee that in addition to its obligations under the Operations Agreement relating to the Schemes it will at its own cost:
 - (i) supply to the Licensee all technological and human resources necessary to allow the Licensee to operate the Business in accordance with the Corporations Act and other applicable legislation;
 - (ii) act honestly and exercise due care, skill and diligence in carrying out its functions under this Agreement;
 - (iii) maintain sufficient working capital in the form of an overdraft or other facility approved by the Licensee to enable it to provide the Services; and
 - (iv) at such times in such manner as requested by the Licensee, prepare and submit to the Licensee for approval a written programme for the delivery of Services including proposed timetables and technical specifications of equipment and services to be supplied.
- (c) The Licensee agrees to pay to the Service Provider a fee equal to the difference between the amount the Licensee receives from Growers under Sub-Leases in relation to rent or licence fees in connection with the Projects and the amount the Licensee has to pay in rent or licensee fees under the Leases.
- (d) The Service Provider may with the consent of the Licensee appoint a person to act in its place and subject to the person agreeing with the Licensee to be bound by the terms of this Agreement in place of the Service Provider the Licensee will agree to the assignment of the rights and obligations of the Service Provider under this Agreement.

3. SERVICE PROVIDER'S OBLIGATIONS

3.1 Services

Subject to clause 3.2 the Service Provider agrees with the Licensee that during the Term it will at its own cost provide the following Services:

- (a) engage on such terms as the Licensee and Service Provider agree any persons nominated by the Licensee to act as responsible officers or representatives of the Licensee;
- (b) supply, maintain and upgrade as required all furniture, fittings, office and computer equipment necessary for the Licensee to operate the Business from its nominated premises;
- (c) maintain telephone, facsimile and data facilities at premises nominated by the Licensee;
- (d) arrange for the design and supply of stationery and other promotional material (including the maintenance of a website) required by the Licensee in connection with the Business;
- (e) procure on behalf of the Licensee or otherwise allow the Licensee to use business premises (including meeting all rents, charges, liabilities, outgoings and other costs associated with the premises);
- (f) enter into or meet the costs of the Licensee entering into agreements or arrangements with service providers such as brokers, research houses and software providers the Licensee requires to conveniently operate the Business;
- (g) maintain accounting and financial records that correctly record and explain the transactions and financial position of the Licensee and the Schemes;
- (h) prepare in a timely manner and in a form acceptable to the Licensee all financial statements, reports and any other documents required to be prepared in accordance with the Corporations Act pertaining to the Licensee or the Schemes;
- (i) undertake, coordinate and monitor the performance of the Licensee's obligations under the Corporations Act;
- (j) take instruction, advice and direction from the Licensee as to the performance of the Services and shall at all times comply with any specific instructions from the Licensee;
- (k) maintain insurance in accordance with clause 4 of this Agreement;
- (l) meet on behalf of the Licensee all reasonable costs associated with the establishment of Schemes including legal and other professional costs, ASIC fees, costs associated with drafting, printing and distributing offer documents and the payment of commission and marketing expenses to brokers, financial planners and other professional advisers;
- (m) meet on behalf of the Licensee and the Schemes all necessary audit fees, professional indemnity insurance, ASIC fees, membership fees for complaints resolution schemes, professional bodies or other

organisations the Licensee is required to join or elects to join in connection with conducting the Business;

- (n) engage or meet on behalf of the Licensee the costs of engaging solicitors, compliance consultants or other persons to provide advice to the Licensee in relation to the proper performance of the Business and the drafting, negotiation, execution and stamping of agreements, constitutions, compliance plans or other documents relating to the Schemes or the Business;
- (o) engage or meet on behalf of the Licensee any costs of engaging persons to act as members of the Compliance Committee member for the Schemes and meeting the costs associated with the preparation, implementation, amendment and audit of a compliance plan for each of the Schemes;
- (p) arrange the preparation, printing and distribution of all cheques, acknowledgments, accounts, distribution statements, taxation information, notices or any other document or report to be sent to members of the Schemes;
- (q) as and when directed by the Licensee meet the costs associated with the Licensee organising, convening or holding any meetings of the members of a Scheme including the expenses of hiring a venue or venues and providing services at the venue including the means of communication with Growers, catering, travel expenses, legal and other fees of experts or consultants;
- (r) on demand from the Licensee provide sufficient funds to the Licensee to ensure that at all time the Licensee is in a position to make payments to trade creditors arising out of the ordinary course of its business as and when they fall due; and
- (s) provide any other services the Licensee and the Service Provider agree will be performed or provided by the Service Provider.

3.2 No preparation of product disclosure statements or other offer documents

The Licensee and the Service Provider agree and acknowledge that:

- (a) the Service Provider will to the extent necessary to ensure the Licensee complies with the Corporations Act consent to the Licensee naming or including information relating to the Service Provider in a prospectus, product disclosure statement or other offer document relating to a Scheme;
- (b) except as otherwise provided in sub-clause (a), the Service Provider is not required by the terms of this Agreement to prepare or be involved in the preparation of a prospectus, product disclosure statement or other offer document relating to a Scheme and will not otherwise prepare or be involved in the preparation of such documents.

3.3 Option to assign Terms Agreements

The Service Provider acknowledges and agrees with the Licensee that if the Licensee has entered into a Terms Agreement with a member of a Scheme the Service Provider irrevocable grants to the Licensee the option to cause the Service Provider to accept an assignment of the Licensee's rights pursuant to the Terms Agreement in consideration of the Service Provider discharging the Licensee from its obligation to make corresponding payments to the Service Provider pursuant to the terms of the Operations Agreement.

4. INSURANCE

The Service Provider covenants at all times during the Term to maintain insurance against such reasonable risks as may from time to time be reasonably specified by the Licensee.

5. DEFAULT AND TERMINATION

5.1 Termination by agreement in writing

Subject to the provisions for earlier termination below, this Agreement shall continue in force until the Licensee and the Service Provider agree in writing.

5.2 Termination by Licensee

The Licensee may terminate this Agreement with immediate effect, by notice in writing to the Service Provider, upon the occurrence of any one of the following events:

- (a) the Service Provider commits a breach of any of its obligations pursuant to the provisions of this Agreement or an Operations Agreement and such default is not remedied within twenty-one (21) days after receiving notice from the Licensee advising the Service Provider of such breach;
- (b) the Service Provider enters into an arrangement or composition with its creditors or any of them or proposes so to do;
- (c) the Service Provider has an administrator appointed in respect of its property or a meeting is called or other steps taken for the purpose

of placing the Service Provider under administration and/or appointing an administrator of any of its property;

- (d) the Service Provider has a receiver or receiver and manager appointed over any of its assets.
- (e) the Service Provider being a company enters into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose of amalgamation or reconstruction).
- (f) the Service Provider not being a company assigns the Service Provider's estate or enters into any Agreement or arrangement for the benefit of the Service Provider's creditors or the Service Provider becomes bankrupt or enters into any arrangement or composition for the benefit of the Service Provider's creditors.
- (g) any execution either by writ or warrant is levied on or against any of the property or assets of the Service Provider and is not satisfied or withdrawn within fourteen (14) days; or
- (h) the Service Provider ceases to carry on business.

5.3 Termination by Service Provider

The Service Provider may terminate this Agreement with immediate effect, by notice in writing to the Licensee if the Licensee commits a breach of any of its obligations pursuant to the provisions of this Agreement or an Operations Agreement and such default has not been remedied within twenty-one (21) days after receiving notice from the Service Provider advising the Licensee of such breach.

5.4 Hand-over plan

Upon proper termination pursuant to this clause 5 the Service Provider must negotiate in good faith to establish a hand-over plan with the Licensee or its nominee and in accordance with the hand-over plan:

- (a) deliver to the Licensee or its nominee all of the data, records, documents and information relating to the Business;
- (b) transfer to the Licensee or to its nominee all employees and contractors engaged by the Service Provider in connection with the Business; and
- (c) transfer or assign to the Licensee or to its nominee the Service Provider's interest in all assets, intellectual property, equipment, leases, contracts or Agreements acquired, used or entered into in connection with the Business.

5.5 Continuing Obligations

The provisions of clauses 7, 9 and 10 are continuing obligations and shall survive the termination of this Agreement for any reason.

6. CO-OPERATION BETWEEN PARTIES

- (a) If requested to do so the Service Provider will meet with the Licensee to review the operations of the Service Provider to ensure that the Services are being performed efficiently and effectively.
- (b) The Service Provider must, as soon as is reasonably practicable notify the Licensee when it becomes aware of something that is likely to have a material effect on the Business or the Service Provider's ability to provide the Services.

7. INDEMNITY

7.1 Service Provider's Indemnity

The Service Provider indemnifies and forever agrees to keep the Licensee indemnified against any charges, claims, costs, losses, expense and liabilities at all incurred by the Licensee arising out of:

- (a) any act or omission of the Service Provider in breach of the terms and conditions of this Agreement; or
- (b) the negligent act or omission, default, fraud or dishonesty of the Service Provider or any of its officers, employees or agents,

whether such charges, claims, costs, losses, expenses or liabilities were suffered or incurred before or after the termination of the Agreement.

7.2 Licensee's Indemnity

Except in relation to information about the Service Provider included in a product disclosure statement or offer document with the consent of the Service Provider, the Licensee indemnifies and forever agrees to keep the Service Provider indemnified against any charges, claims, costs, losses, expense and liabilities at all incurred by the Service Provider arising out of the issue of a prospectus, product disclosure statement or other offer document issued by the Licensee in relation to any of the Schemes.

8. FORCE MAJEURE

Neither the Licensee or the Service Provider will be liable for any delay or failure to perform their obligations pursuant to this Agreement if such delay is due to an act, omission or circumstance relied upon by that party as a force majeure event and over which that party could not reasonably have exercised control.

9. CONFIDENTIALITY

Each party agrees to keep as confidential information the terms of this Agreement and its preparation and other information about the other party it receives, and will not disclose or discuss any confidential information without the prior written approval of the other party except to the extent required;

- (a) by this Agreement or by law;
- (b) by that party's financiers or intended financiers in relation to the provision of finance for completion of transactions contemplated by this Agreement;
- (c) to instruct the party's professional advisers in relation to the preparation, completion and performance of this Agreement; or
- (d) when available in the public domain.

10. COSTS AND TAXES

- (a) The Service Provider shall bear the costs, charges and expenses in relation to the negotiation, preparation, and execution of this Agreement.
- (b) All stamp duty (including fines, penalties and interest) payable in connection with this Agreement or any instrument executed under this Agreement must be paid by the Service Provider.
- (c) Amounts of consideration included in this Agreement are inclusive of GST. If any taxable supplies are to be made the suppliers will be required to provide tax invoices to the recipients.

11. ASSIGNMENT

Except as permitted under clause 2.3 no party may assign any of its rights and obligations under this Agreement without the prior written consent of the other party.

12. FURTHER ASSURANCES

Each party agrees at its own expense, to execute all instruments, transfers and other documents necessary or appropriate to give effect to the provisions of this Agreement and the transactions contemplated by it.

13. WAIVER AND EXERCISE OF RIGHTS

- (a) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy does not prevent the exercise of further exercise of any right, power or remedy.
- (c) A right under this Agreement may be waived but is only effective to the extent the waiver is made or set out in writing.

14. NOTICES

- (a) Any notice, demand, consent or other communication given or made under this Agreement:
- (i) must be in writing and signed by a person duly authorised by the sender;
 - (ii) must be delivered to the intended recipient by prepaid post or by hand or by fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender:

Licensee: Ground Floor
50 Colin Street
West Perth WA 6005

Attention: Company Secretary

Fax number: (08) 9324 2155

Service Provider: Ground Floor
50 Colin Street
West Perth WA 6005

Attention: Managing Director

Fax number: (08) 9324 2155

- (b) Any notice or other communication relating to this Agreement is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, 3 days after the date of posting;
 - (iii) if sent by facsimile, when the sender's facsimile machine generates a message confirming successful transmission of the notice in its entirety.

15. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law applicable in the State of Western Australia.

16. SEVERANCE

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to its subject matter. It supersedes all earlier conduct by the parties or prior agreement between the parties with respect to its subject matter.

18. COUNTERPARTS

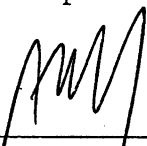
This Agreement may be executed in any number of counterparts.

19. AMENDMENT

This Agreement may be amended only by another document executed by all the parties.

EXECUTED as an AGREEMENT

Executed by Rewards Projects Limited)
ACN 089 582 427 in accordance with)
section 127 of the Corporations Act in the)
presence of:)



_____)
Signature of director)

ANDREW MICHEAL RADOMILJAC)

_____)
Name of director (print))

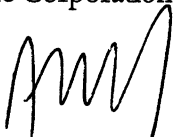


_____)
Signature of director/company secretary*)
(*delete as applicable)

MICHAEL JOHN ALLEN)

_____)
Name of officer (print)

Executed by Rewards Management Pty)
Ltd ACN 089 940 376 in accordance with)
section 127 of the Corporations Act in the)
presence of)



_____)
Signature of director)

ANDREW MICHEAL RADOMILJAC)

_____)
Name of director (print))



_____)
Signature of director/company secretary*)
(*delete as applicable)

MICHAEL JOHN ALLEN)

_____)
Name of officer (print)

REWARDS PROJECTS LIMITED

MAINTENANCE FUND DEED

MURRAY COLVIN

SOLICITOR

75A Tate Street West Leederville WA 6007
(08) 9381 9888 | 04 12 000 855

www.mcolvin.com.au | murray@mcolvin.com.au

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MAINTENANCE FUND DEED made

29th March

2005

PARTY

REWARDS PROJECTS LIMITED (ACN 089 582 427) of Ground Floor,
50 Colin Street, West Perth, Western Australia ("**Responsible Entity**");

RECITALS

A. The Responsible Entity wishes to establish a Maintenance Fund in which it will deposit moneys to secure the performance of its obligations in relation to nominated managed investment schemes.

ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
CON 30/03/05 14:40 002019293-001
FEE \$ *****100
SD \$ *****2.00 PEN *****.00

1. INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires:

Authorised Investments means:

- (a) money;
- (b) interest bearing deposits at call or for a term not exceeding 3 months with or without security with any Financial Institution;
- (c) Bank accepted and/or Bank endorsed bills of exchange and promissory notes;
- (d) negotiable certificates of deposit issued by or bills of exchange drawn, accepted or endorsed by any Bank; and
- (e) any Australian equity investment fund with more than \$1 billion under management;

Bank means any Australian bank as defined in section 9 of the Corporations Act;

Corporations Act means the Corporations Act as applicable in Australia;

Financial Institution means:

- (a) any Bank; and
- (b) any cash management trust (in relation to which there is a registered managed investment scheme or a deed that is approved under the Corporations Act);

Independent Forester for a Project means the independent forester referred to in the Offer Document for the Project, or such other person as is appointed by the Responsible Entity from time to time as the independent forester of the Project;

Maintenance Fund means the fund to be established in accordance with clause 2 and held by the Responsible Entity in accordance with the terms of this document;

Management Agreement means the Management Agreement between the Responsible Entity and the growers in a Project;

Offer Document means a product disclosure statement or other offer document issued by the Responsible Entity in relation to a Project

Ongoing Services means the on-going maintenance services the Responsible Entity has contracted with growers to perform pursuant to the terms of the Management Agreement for a Project;

Project means a project nominated by the Responsible Entity in accordance with clause 3;

Project Fund means part of the Maintenance Fund held for a particular Project;

Scheme Documentation means the Constitution, Management Agreement and Offer Document for a Project.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) the singular includes the plural and vice versa;
- (b) a reference to a person includes a body corporate, a government organisation, body or instrumentality, an unincorporated body or other entity;
- (c) the recitals forms part of this document;
- (d) a reference to this document includes any variation, replacement or novation of it;
- (e) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (f) a reference to a thing includes a reference to any part of that thing;
- (g) a reference to any party to this document where relevant includes the party's successors and permitted assigns;
- (h) a reference to dollars, \$ or AUD is to Australian currency;
- (i) where a word or phrase is defined, its other grammatical terms have a corresponding meaning;

- (j) a reference to conduct includes any omission, statement or undertaking, whether or not in writing;
- (k) a reference to one gender includes all other genders; and
- (l) a reference to “includes” or “including” is without limitation to the generality of that expression.

2. CREATION OF MAINTENANCE FUND

The Responsible Entity intends to maintain a Maintenance Fund to be held in accordance with the terms of this document. The Maintenance Fund starts when a nominee of the Responsible Entity pays \$100 to the Responsible Entity. The Responsible Entity may then contribute money into the Maintenance Fund on behalf of a Project in accordance with clause 3.

3. ESTABLISHMENT OF PROJECT FUND

The Responsible Entity may establish a Project Fund or add to an existing Project Fund by contributing to the Maintenance Fund an amount of money relating to a specific Project. The Responsible Entity must enter into its records the following details:

- (a) the name of the Project and, if applicable, its Australian Registered Scheme Number;
- (b) the amount contributed to the Maintenance Fund on behalf of the Project;
- (c) whether the contribution relates to some or all of the Woodlots in the Project;
- (d) the date the amount was accepted as part of the Project Fund; and
- (e) the circumstances in which the Responsible Entity may withdraw money from the Project Fund.

4. OPERATION OF PROJECT FUNDS

4.1 Project Fund held on Trust for Project Growers

Subject to the terms of this document, the Responsible Entity holds each Project Fund on trust for the growers in the relevant Project.

4.2 Authorised Investments

The Responsible Entity may invest a Project Fund in any Authorised Investments at its discretion.

4.3 Income

The Responsible Entity is entitled to any income or capital appreciation arising in respect of a Project Fund.

4.4 Withdrawal by Responsible Entity

With the approval of the Independent Forester for a Project the Responsible Entity may withdraw from the Project Fund the project any amount allowed by the terms of the Scheme Documentation for the Project.

4.5 Withdrawal to meet Costs of Ongoing Services

If directed by the Independent Forester for a Project the Responsible Entity must use the Project Fund for the Project to pay alternative contractors to undertake performance of the Ongoing Services for the Project and to pay all costs incidental thereto.

4.6 Accounting Records

The Responsible Entity must maintain records concerning the operation of each Project Fund.

5. STAMP DUTY

The Responsible Entity shall pay any stamp duty on or incidental to this document.

6. AMENDMENT


With the approval of the Independent Forester for a Project the Responsible Entity may amend the terms of this document.

7. GOVERNING LAW AND JURISDICTION

This document shall be governed by the laws in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

EXECUTED as a deed


Executed by **Rewards Projects Limited**)
ACN 089 582 427 in accordance with)
section 127 of the Corporations Act in the)
presence of:)



Signature of director)

Andrew Radomiljac

Name of director (print))



Signature of ~~director~~ / company secretary*)
(*delete as applicable)

JOHN VOSTANICH

Name of officer (print)

REWARDS PROJECTS LIMITED

REPLACEMENT MAINTENANCE FUND DEED

MURRAY COLVIN

SOLICITOR

Po Box 15 Leederville WA 6903
(08) 9444 8586 | 04 12 000 855

www.mcolvin.com.au | murray@mcolvin.com.au

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REPLACEMENT MAINTENANCE FUND DEED made 30 June 2006

PARTY

REWARDS PROJECTS LIMITED (ACN 089 582 427) of Ground Level, 50 Colin Street, West Perth, Western Australia ("**Responsible Entity**")

RECITALS

- A. Subject to the approval of the Independent Forester for each of the Projects the Responsible Entity wishes to amend the terms of the Maintenance Fund Deed relating to the Maintenance Fund in which it deposits moneys to secure the performance of its obligations in relation to nominated managed investment schemes by adopting the provisions of this document.
- B. The changes to the Maintenance Fund Deed set out in this Replacement Maintenance Fund Deed commence when the Independent Forester for each of the Projects approves the changes pursuant to clause 6 of the Maintenance Fund Deed.

1. INTERPRETATION

1.1 Definitions

In this document, unless the context otherwise requires:

Authorised Investments means:

- (a) money;
- (b) interest bearing deposits at call or for a term not exceeding 3 months with or without security with any Financial Institution;
- (c) Bank accepted and/or Bank endorsed bills of exchange and promissory notes;
- (d) negotiable certificates of deposit issued by or bills of exchange drawn, accepted or endorsed by any Bank; and
- (e) any Australian equity investment fund with more than \$1 billion under management;

Bank means any Australian bank as defined in section 9 of the Corporations Act;

Corporations Act means the Corporations Act as applicable in Australia;

Financial Institution means:

- (a) any Bank; and
- (b) any cash management trust (in relation to which there is a registered managed investment scheme or a deed that is approved under the Corporations Act);

Independent Forester for a Project means the independent forester referred to in the Offer Document for the Project, or such other person as is appointed by the Responsible Entity from time to time as the independent forester of the Project;

Maintenance Fund means the fund established in accordance with clause 2 of the Maintenance Fund Deed and held by the Responsible Entity in accordance with the terms of this document;

Maintenance Fund Deed means the deed poll executed by the Responsible Entity on 29 March 2005;

Management Agreement means the Management Agreement between the Responsible Entity and the growers in a Project;

Offer Document means a product disclosure statement or other offer document issued by the Responsible Entity in relation to a Project

Ongoing Services means the on-going maintenance services the Responsible Entity has contracted with growers to perform pursuant to the terms of the Management Agreement for a Project;

Project means a project nominated by the Responsible Entity in accordance with clause 3;

Project Fund means part of the Maintenance Fund held for a particular Project;

Scheme Documentation means the Constitution, Management Agreement and Offer Document for a Project.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) the singular includes the plural and vice versa;
- (b) a reference to a person includes a body corporate, a government organisation, body or instrumentality, an unincorporated body or other entity;
- (c) the recitals forms part of this document;
- (d) a reference to this document includes any variation, replacement or novation of it;

- (e) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (f) a reference to a thing includes a reference to any part of that thing;
- (g) a reference to any party to this document where relevant includes the party's successors and permitted assigns;
- (h) a reference to dollars, \$ or AUD is to Australian currency;
- (i) where a word or phrase is defined, its other grammatical terms have a corresponding meaning;
- (j) a reference to conduct includes any omission, statement or undertaking, whether or not in writing;
- (k) a reference to one gender includes all other genders; and
- (l) a reference to "includes" or "including" is without limitation to the generality of that expression.

2. CREATION OF MAINTENANCE FUND

The Responsible Entity intends to maintain a Maintenance Fund to be held in accordance with the terms of this document. The Maintenance Fund started when a nominee of the Responsible Entity paid \$100 to the Responsible Entity. The Responsible Entity may contribute money into the Maintenance Fund on behalf of a Project in accordance with clause 3.

3. ESTABLISHMENT OF PROJECT FUND

The Responsible Entity may establish a Project Fund or add to an existing Project Fund by contributing to the Maintenance Fund an amount of money relating to a specific Project. The Responsible Entity must enter into its records the following details:

- (a) the name of the Project and, if applicable, its Australian Registered Scheme Number;
- (b) the amount contributed to the Maintenance Fund on behalf of the Project;
- (c) whether the contribution relates to some or all of the Woodlots in the Project;
- (d) the date the amount was accepted as part of the Project Fund; and
- (e) the circumstances in which the Responsible Entity may withdraw money from the Project Fund.

4. OPERATION OF PROJECT FUNDS

4.1 Project Fund secures obligations in favour of Growers in the relevant Project

Subject to the terms of this document, the Responsible Entity holds each Project Fund to secure obligations in favour of the growers in the relevant Project.

4.2 Authorised Investments

The Responsible Entity may invest a Project Fund in any Authorised Investments at its discretion.

4.3 Income

The Responsible Entity is entitled to any income or capital appreciation arising in respect of a Project Fund.

4.4 Withdrawal by Responsible Entity

With the approval of the Independent Forester for a Project the Responsible Entity may withdraw from the Project Fund any amount allowed by the terms of the Scheme Documentation for the Project.

4.5 Withdrawal to meet Costs of Ongoing Services

If directed by the Independent Forester for a Project the Responsible Entity must use the Project Fund for the Project to pay alternative contractors to undertake performance of the Ongoing Services for the Project and to pay all costs incidental thereto.

4.6 Accounting Records

The Responsible Entity must maintain records concerning the operation of each Project Fund.

5. STAMP DUTY

The Responsible Entity shall pay any stamp duty on or incidental to this document.

6. AMENDMENT

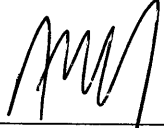
With the approval of the Independent Forester for a Project the Responsible Entity may amend the terms of this document.

7. GOVERNING LAW AND JURISDICTION

This document shall be governed by the laws in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

EXECUTED as a deed poll

Executed by **Rewards Projects Limited**
ACN 089 940 376 in accordance with
section 127 of the Corporations Act in the
presence of:



Signature of director
ANDREW MICHEAL RADOMILJAC

Name of director (print)



Signature of director/company secretary*
(*delete as applicable)

MICHAEL JOHN ALLEN

Name of officer (print)