

Conditional Water Entitlement Agreement

Proposed Southern Forests Irrigation Scheme

SF Irrigation Co-operative Limited (“**SFIC**”) and the SFIC Member (“**Member**”) agree to the allocation of a Water Entitlement in accordance with SFIC’s registered rules and the terms and conditions of this Conditional Water Entitlement Agreement (“**Agreement**”).

Schedule

This Schedule forms part of the Conditional Water Entitlement Agreement

SFIC MEMBER’S DETAILS

Full Name of SFIC Member _____

Street Address _____

Postal address _____

Contact Details Name: _____ email: _____

Mobile: _____

SFIC’S DETAILS

Name SF Irrigation Co-operative Limited ABN 24904433713

Postal address 924 Seven Day Road Manjimup WA 6258

Contact Details Name: Travis Luzny, Secretary email: admin@sfic.com.au

WATER ENTITLEMENT DETAILS

Eligible Landholding Street Address: _____

Certificates of Title Reference No.: _____

Preliminary Supply Point Street Address: _____

GPS Coordinates: _____

Land Holder Name: _____

Contact Person: _____

Email: _____ Mobile: _____

Applicant’s relationship to Land Holder _____

Water Entitlement Volume Summer Irrigation Season: _____(ML) Winter Irrigation Season: _____(ML) Total: _____ (ML)

Subscription Rate (exc. GST) \$1,400/ML (exc. GST) Summer Irrigation Season Water and \$1,000/ML (exc. GST) Winter Irrigation Season

Subscription Amount \$ _____ <Total Entitlement Volume X Subscription Rate>

Deposit Percentage 10% (2% + 8%)

Completion Date The date twenty eight (28) calendar days after Commissioning

Sunset Date The date thirty-six (36) months after the date of satisfaction of the Condition Precedent in clause 3.1(c) (Final Government Approval) or as extended under the terms of this Agreement.

STATEMENT ON THE COLLECTION AND USE OF PERSONAL INFORMATION

Personal information is collected from you by SF Irrigation Co-operative Ltd (“SFIC”) for the purpose of completing the allocation of Water Entitlements, administering the Southern Forests Irrigation Scheme (the “Scheme”) and maintaining a register of Water Entitlements for the Scheme. Your personal information will be used by SFIC for the purpose for which it is collected and for other purposes permitted by the SFIC Rules, the *Co-operatives Act 2009 (WA)* and *Co-operatives Regulations 2010 (WA)*. Personal information will be managed by SFIC in accordance with the *Privacy Act 1988 (Cth)* as applicable and may be accessed by the individual to whom it relates on request to SFIC. You may be charged a fee for this service.

Parties

The parties to this Conditional Water Entitlement Agreement (“**Agreement**”) are:

SF Irrigation Co-operative Ltd (**SFIC**) ABN 24904433713; and
SFIC Member named in the Schedule (“the Member”).

Background

- (a) SFIC is a co-operative registered under the Co-operatives Act 2009 (WA) (“Act”).
- (b) Without limiting the primary activities and other pursuits permitted under its rules and the Act, the fundamental objects of SFIC at the time of registration, included but were not limited to –
 - (i) represent the interests of members and potential members in the establishment of a secure and reliable source of water for distribution within the Irrigation Area;
 - (ii) enter into Conditional Water Entitlement Agreements with persons eligible to be members of the Co-operative;
 - (iii) partnering with the State Government, appropriate local authorities and others to establish an integrated water storage and distribution network for the delivery, by SFIC, of water within the Irrigation Area; and
 - (iv) garner local community support for the establishment of a reliable local source of water for distribution by SFIC; and
 - (v) develop a skill based management and governance resource with capability and scalable capacity to -
 - (a) be the lead project manager, or assist with project management of the construction of the System network; and
 - (b) deliver reliable cost effective outputs as a member focused Network Operator; and
 - (c) develop, maintain and protect the System network through a member focused, disciplined and funded asset management role; and
 - (d) comply with the requirements of the National Water Initiative as applicable to SFIC; and
 - (e) maintain an operating structure that satisfies mutuality tests of the *Income Tax Assessment Act 1936 (Cth)*.
- (c) The SFIC will apply for a licence under the *Rights in Water and Irrigation Act 1914 (WA)*, from the State Government’s Department of Water and Environment Regulation, to take Southern Forests Irrigation Scheme (the “Scheme”) water from the planned 15,000 ML dam situated on Record Brook that will receive water pumped from the Donnelly River.
- (d) The SFIC may also apply for an operating licence under the *Water Services Act 2012 (WA)* from the WA Economic Regulatory Authority.
- (e) This Agreement sets out the terms and conditions on which SFIC agrees to grant the Water Entitlements to the Members.

The parties agree as follows

1. Interpretation

1.1 Definitions

In this Agreement:

- (a) “**BBSY**” for a day means the interest rate quoted as the three (3) month Australian Bank Bill Swap Bid Rate on the

BBSY page by Reuters Information Service as at 10.00 a.m. on that day or, if the BBSY is not quoted on that day, at 10.00 a.m. on the last prior day on which it was quoted;

- (b) “**Commissioning**” means commissioning of the Scheme after completion of construction as determined by SFIC by notice to the Member;
- (c) “**Completion**” means completion of the grant of the Water Entitlement from SFIC to the Member under clause 6;
- (d) “**Completion Date**” means the date twenty eight (28) calendar days after Commissioning;
- (e) “**Conditions Precedent**” means the conditions in clause 3.1;
- (f) “**Deposit**” means the Deposit paid under clause 5.1(a);
- (g) “**Deposit Percentage**” means ten per cent (10%);
- (h) “**Final Government Approval**” means the final approval given by the appropriate Government Minister for the construction of the System by SFIC;
- (i) “**Force Majeure**” means an act, event or cause (other than lack of funds) which is beyond the reasonable control of the concerned party;
- (j) “**Funding Approval**” means that:
 - A. the State Government and/or the Federal Government approves funding for the construction of the Scheme by SFIC; and
 - B. SFIC obtains funding from the private sector (if required);

in an amount which SFIC, in its absolute discretion, considers sufficient for the construction and operation of the Scheme based on estimated costs.
- (k) “**Insolvent**” when used with reference to:
 - (i) any person, means a person:
 - A. who is unable to pay their debts as they fall due for payment or is deemed to be unable to pay their debts as they fall due under any applicable Statute; and
 - B. who has ceased or has threatened to cease payment of their debts generally;
 - (ii) a natural person, means a natural person:
 - A. who is an undischarged bankrupt; or
 - B. who makes any composition or arrangement with their creditors;
 - (iii) a corporation, means a corporation:
 - A. in respect of which a liquidator or a provisional liquidator has been appointed except for a solvent reconstruction or amalgamation;
 - B. in respect of the property of which a controller has been appointed;
 - C. under administration; or
 - D. which makes a compromise or arrangement with its creditors,

and “**Insolvency**” has a corresponding meaning;
 - (l) “**notify**” means serve a written notice;
 - (m) “**Rights**” means the rights of the Member under this Agreement to the grant of the Water Entitlements;
 - (n) “**Second Instalment**” means the second instalment of the Deposit payable under clause 6.2(a)(ii)(B);
 - (o) “**Scheme**” means the infrastructure planned for the purposes of the Irrigation District and after

Commissioning means the infrastructure constructed for the purposes of the Irrigation District;

- (p) **"SFIC Rule"** means a rule in SFIC's registered rules;
- (q) **"SFIC's registered rules"** means the rules of the SFIC registered under the Act, a copy of which is annexed to this Agreement (Annexure A);;
- (r) **"Statute"** includes regulations and any other delegated legislation and amendments, consolidations or replacements of and proclamations, orders and notices issued under a Statute as the meaning is extended by this Agreement;
- (s) **"Subscription Amount"** means the Members' financial contribution to the establishment of the System, based on the Member's Water Entitlement;
- (t) **"Sunset Date"** means the date thirty-six (36) months after the date of satisfaction of the Condition Precedent in clause 3.1(c) or as extended under the terms of this Agreement;
- (u) **"Transfer Rules"** means the transfer rules specified in SFIC's registered rules; and
- (v) **"Volume"** means the volume of water specified in the Schedule.

1.2 Terms defined in SFIC's registered rules

In this Agreement, all other defined terms have the same meaning as defined in the SFIC's registered rules, including:

- a) **"Class of Water"** means the classification given to a particular Class of Water that distinguishes one Class from another Class for, inter alia, determining the operating cost to deliver water to a particular Supply Point and the estimated immediate- and long-term costs of acquiring, maintaining and replacing network assets to give effect to the delivery of water to that Supply Point;
- b) **"Conditional Water Entitlement Agreement"** means an agreement between the Co-operative and a person eligible to be a member who will subscribe for and to whom the Co-operative will allocate, Water Entitlements on terms and conditions agreed between the parties;
- c) **"Irrigation Area"** means the proposed area as set out in Schedule 1 (of the SFIC's rules);
- d) **"Joint Land Holder"** means in relation to a landholding, any person who holds an interest in the landholding with another person, either as a joint tenant or tenant in common;
- e) **"Land Holder"** means the registered proprietor (or joint registered proprietors) of a Landholding within the Irrigation Area and includes the Commonwealth, the State, State authorities and instrumentalities, the holder of a Crown Lease or Conditional Purchase Lease from the Crown, or any mortgagee, chargee or encumbrancee of the whole of the Landholding, who has entered into and is in possession of the whole of the Landholding or a lessee where the lease provides that the lessee is responsible for the payment of water consumption charges or assessments in which case the lessee is considered to be the Land Holder to the exclusion of the registered proprietor for the term of the lease;
- f) **"Landholding"** means a parcel of land within the Irrigation Area which is individually identified by a Landholding Reference Number in the Register of Assessments prepared by the Co-operative;
- g) **"Network Operator"** means all matters necessary, relevant and convenient to do in managing and controlling the sale and delivery of water under these rules;
- h) **"National Water Initiative"** is the national blueprint for water reform agreed to by the Council of Australian

Governments;

- i) **"Register of Members"** means the register of members maintained in accordance with the Act and in which details of a Member's Water Entitlement are recorded;
- j) **"Supply Point"** means an approved point on the network from where a member draws a supply of a particular Class of Water from SFIC in accordance with these rules;
- k) **"System"** means the network and operating system used by the Co-operative for the storage and supply of water in accordance with these rules;
- l) **"Transmission Losses"** means the estimated loss of water from the System where they are expressed as a percentage of the volume of water supplied to the Co-operative or as a gross quantity of water, as the context requires;
- m) **"Water Entitlement"** means a contractual right evidenced by an entry in the Register of Members to the supply of water of a particular Class of Water in a year, expressed in units of one (1) megalitre, as measured through a Member's Supply Point and includes a component for Transmission Losses, upon and subject to the terms of these rules, but only after the Water Entitlement Commencement Date has passed; and
- n) **"Water Entitlement Commencement Date"** means the date determined by the board from time-to-time before which no water is deliverable under a Water Entitlement.

1.3 General

- (a) In this Agreement, unless the context otherwise requires:
 - (i) the word "include" does not exclude;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, a state or territory government; local government authority or the federal government;
 - (iv) a reference to any gender includes all genders;
 - (v) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure, or exhibit of or to this Agreement and a reference to this Agreement includes any recital, clause, schedule, annexure or exhibit;
 - (vi) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
 - (vii) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
 - (viii) a reference to any party to this Agreement, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - (ix) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (x) where an expression is defined anywhere in this Agreement, it has the same meaning throughout;
 - (xi) headings are for convenience of reference only and do not affect interpretation;
 - (xii) no provision of this Agreement will be construed adversely to a party solely on the ground that

the party was responsible for the preparation of this Agreement or that provision;

- (xiii) a reference to any Statute includes that Statute as amended, consolidated or replaced; and
- (xiv) a reference to anything (including any right) includes any part of that thing, but nothing in this clause 1.2(xiv) implies that performance of part of an obligation constitutes performance of the entire obligation.

- (b) This Agreement should be read in conjunction with the SFIC's registered rules.
- (c) If this Agreement is in conflict with the SFIC's registered rules, the SFIC's registered rules prevail over this Agreement to the extent of the conflict.

2. Term of Agreement

The term of this Agreement commences on the day the last party adds its signature to the Agreement and, failing the exercise of an option held by a party to terminate earlier, ends on the day SFIC grants to the Member a Water Entitlement under the SFIC's registered rules.reg

3. Conditions Precedent

3.1 Conditions Precedent to satisfy

- (a) The required minimum accepted and funded Water Entitlement Agreements as determined by SFIC are received from SFIC Members within 4 months of applications closing;
- (b) Notification from the SFIC to the Member that Funding Approval is received by SFIC and construction of the Scheme will proceed; and
- (c) Final Government Approval is received by SFIC, or SFIC has waived that requirement, within 24 months after the Condition Precedent in clause 3.1(b) is satisfied.

3.2 Notification

SFIC must notify the Member when a Condition Precedent is satisfied.

3.3 Effect of failure to satisfy condition

- (a) If the Condition Precedent set out in clause 3.1(a) is not satisfied then SFIC may terminate this Agreement by notice to the Member.
- (b) If the Condition Precedent set out in clause 3.1(b) is not satisfied then SFIC may terminate this Agreement by notice to the Member.
- (c) If the Condition Precedent set out in clause 3.1(c) is not satisfied then SFIC may terminate this Agreement by notice to the Member.
- (d) If this Agreement is terminated under any of clauses 3.1(a), 3.1(b) or 3.1(c):
 - (i) SFIC must refund the Deposit to the Member; and
 - (ii) the parties are automatically discharged from all other obligations under this Agreement.

3.4 Satisfaction of the Conditions Precedent

- (a) SFIC is under no obligation of any kind to procure the fulfilment of the Conditions Precedent.
- (b) If the Conditions Precedent are not fulfilled, SFIC will not under any circumstances lose its right to rely on the termination of this Agreement under clause 3.3.

4. Sunset Date and termination

4.1 Condition

The Member must, unless this Agreement is terminated earlier, make the final contribution required under clause 5,

if and only if Commissioning has taken place on or before the Sunset Date.

4.2 Extension of Sunset Date

- (a) The Sunset Date will be reasonably extended by the period of any delay in Commissioning to the extent that the delay was caused or contributed to by Force Majeure.
- (b) SFIC must notify the Member of any extension to the Sunset Date under clause 4.2(a).

4.3 Member's right to terminate

If Commissioning has not taken place by the Sunset Date, the Member may terminate this Agreement by notifying SFIC.

4.4 Waiver of condition

The condition contained in clause 3.1 is waived if and only if the Member waives the condition by notice to SFIC.

4.5 Fulfilling the condition

SFIC is under no obligation of any kind to procure the fulfilment of the conditions precedent in clause 3.1.

4.6 Termination by SFIC

SFIC may terminate this Agreement by notice to the Member at any time before Commissioning.

4.7 Effect of termination

If this Agreement is terminated under clause 4.3 or clause 4.6:

- (a) SFIC must refund the Deposit to the Member; and
- (b) the parties are automatically discharged from all other obligations under this Agreement but retain any right or claim which has previously arisen.

5. Subscription Amount

5.1 How payable

The Member must pay the Subscription Amount to SFIC in cleared funds without set off or counterclaim as follows:

- (a) a deposit equal to the Deposit Percentage multiplied by the Subscription Amount as follows:
 - (i) an instalment equal to two per cent (2%) of the Subscription Amount, payable within fourteen (14) calendar days of the Member being advised by SFIC that this Agreement had been signed by both Parties; and
 - (ii) a Second Instalment equal to eight per cent (8%) of the Subscription Amount payable within thirty (30) calendar days after the Member is notified by SFIC that the Condition Precedents set out in clauses 3.1(a) and 3.1(b) are satisfied.
- (b) subject to any termination of this Agreement under clause 4.3 or clause 4.6, the balance of the Subscription Amount no later than the Completion Date by:
 - (i) bank Electronic Funds Transfer received into a bank account nominated by SFIC; or
 - (ii) another payment method specified by SFIC.

5.2 Interest on Instalment

- (a) If the Member fails to pay an amount due under this by the due date, then the Member must pay interest at the rate determined pursuant to this sub clause on the unpaid amount from the date on which the amount was due until the actual date of payment.
- (b) For the purposes of this clause the interest rate is the rate of four per cent (4%) per annum above the BBSY.
- (c) SFIC's right to recover interest under this clause is without prejudice to and in addition to any other rights SFIC might have under this Agreement.

6. Grant of the Water Entitlement

SFIC agrees to grant to the Member a Water Entitlement in accordance with this Agreement subject to:

- (a) the Member having paid all moneys due to SFIC by the due date for payment;
- (b) the Member holding at least 1 share in the share capital of SFIC for every 1 ML of Water Entitlement to be granted;
- (c) the Water Entitlement being governed by the SFIC's registered rules; and
- (d) the allocation of water being subject to the availability of sufficient water in the first 12 months of Commissioning.

7. Water Entitlements

SFIC Rule 34 forms part of this Agreement:

34.1	Purchase, supply and use of water
34.2	Customer Service Charter
34.3	Preconditions to Supply of Water
34.4	Annual Allocation
34.5	Overdraw Application
34.6	Contributions
34.7	Construction, maintenance and repair of Member's works
34.8	Subdivision
34.9	Default
34.10	Co-operative's obligations and liabilities
34.11	Charges and other instruments
34.12	Measurement of water usage for determining Contributions

8. Transfer Rules

SFIC Rule 35 forms part of this Agreement:

35.1	Transfers and restrictions
35.2	Transfer assessment criteria
35.3	Annual Transfer
35.4	Permanent Transfer independent of the transfer of a Landholding
35.5	Permanent Transfer in the course of the transfer of a Landholding
35.6	Obligations of the Co-operative
35.7	Stamp duty, taxes and fee on transfer

9. Transmission of Entitlement

9.1 Death of Member

In the event of the death of a Member, SFIC Rule 32 (Death of Member) will apply to this Agreement.

9.2 Member is declared bankrupt or an administrator is appointed on incapacity of Member

If a Member is declared bankrupt or an administrator is appointed where a member is incapable of managing his or her affairs, SFIC Rules 38, 39 and 40 will apply to this Agreement.

10. Member's warranty

The Member warrants that they have the power, authority and capacity to enter this Agreement and to perform its obligations under this Agreement.

11. Member's enquiries and reliance

11.1 No warranties

The Member agrees that:

- (a) neither SFIC nor any person acting on SFIC's behalf gave any warranty or representation in relation to this Agreement or its subject matter; and
- (b) no warranty, guarantee, description or representation is implied from anything which occurred during the negotiations between the parties or their representatives before the signing of this Agreement.

11.2 Inquires

The Member, before it entered this Agreement:

- (a) obtained all the information it required; and
- (b) investigated the Water Entitlements including the terms on which they will be issued and the Scheme as far as it wanted;

and enters this Agreement relying solely on its own judgement and has not relied upon any warranty, guarantee, description or representation from SFIC.

11.3 Member acknowledgement

The Member acknowledges that SFIC has relied on clauses 11.1 and 11.2 in entering into this Agreement.

12. Termination of agreement

12.1 Making time essential

If on or after the Completion Date, Completion of this agreement has not taken place then either SFIC or the Member may make time of the essence for Completion by providing twenty eight (28) calendar days' notice to the other.

12.2 Right to terminate agreement for failure to perform

If at any time after time is made of the essence for Completion:

- (a) Completion has not occurred; and
- (b) a party ("the defaulting party") has failed to perform any of its obligations under this Agreement by the time specified in this Agreement or continues to fail to do so,

the other party may terminate this Agreement by notice to the defaulting party without affecting any other right it might have.

12.3 Right to terminate for insolvency

If the Member becomes Insolvent, SFIC may terminate this Agreement by notice to the Member without affecting any other right it might have.

12.4 Consequences of SFI terminating agreement

If SFIC terminates this Agreement under clause 12.2 or clause 12.3, without prejudice to any other remedy SFIC might have against the Member:

- (a) SFIC may keep the Deposit and any interest earned on it and any other money paid by the Member to SFIC; and
- (b) if SFIC resells the Water Entitlements:

- (i) the Member must pay to SFIC any deficiency arising on the resale and all expenses of the resale or any attempted sale; but
- (ii) SFIC may keep any profit on resale.

12.5 Consequences of Member terminating agreement

If the Member terminates this Agreement because SFIC has breached this Agreement, without prejudice to any other remedy which the Member might have against SFIC, the Member is absolutely entitled to a refund of the Deposit and other money paid by the Member to SFIC under this Agreement.

12.6 Exclusive right of termination

The Member may only terminate this Agreement in accordance with the terms of this Agreement.

13. Member's default

13.1 Obligation to pay

If the Member breaches this Agreement by failing to make any payment due to SFIC, the Member must pay to SFIC interest calculated under this clause.

13.2 Interest

Interest under this clause accrues daily and compounds on the last day of the calendar month, at the rate of four per cent (4%) per annum above the BBSY from the day payment should have been paid to the day of actual payment.

13.3 Recovery of collection costs

If an amount payable by the Member under this Agreement ("the debt") remains outstanding for longer than a reasonable time, as determined by SFIC in its absolute discretion, then without prejudice to other lawful recovery options:

- (a) SFIC may lodge the debt with a mercantile agent for recovery; and
- (b) the Member must pay all legal costs and disbursements including the costs of the mercantile agent incurred by SFIC in the recovery of the debt.

13.4 Continuing obligations

Despite the existence of the dispute or difference, each party must continue to carry out its obligations under this Agreement.

13.5 Separate right

SFIC's right to recover interest and other payments under this Agreement is intended:

- (a) to survive the termination of other contractual obligations between the parties under this Agreement; and
- (b) to be without prejudice and in addition to any other rights SFIC might have including any right to forfeit the Deposit.

14. Dispute resolution

If any dispute or difference between the Member and SFIC arises out of this Agreement the dispute will be dealt with in accordance with SFIC Rule 16 (Disputes).

15. Notices

A notice required or permitted to be given by one party to another party under this Agreement is to be given in a manner provided for in SFIC Rule 91 (Notices).

16. General

16.1 Goods and Services Tax

- (a) All charges, fees and rates payable under this Agreement are expressed exclusive of GST.
- (b) Where SFIC makes a taxable supply to the Member under this Agreement:
 - (i) the price payable being for that taxable supply is increased by the amount of GST payable; and
 - (ii) SFIC must provide a tax invoice to the Member in respect of the taxable supply as required by the GST Act.

16.2 Indemnities

Each indemnity given in this Agreement is a continuing obligation separate and independent from the other obligations and survives termination of this Agreement.

16.3 Variation and waiver

No variation or waiver of, or any consent to any departure by a party from a provision of this Agreement is of any force or effect unless it is confirmed in writing, signed by the parties and then that variation, waiver or consent is effective only to the extent for which it is made or given.

16.4 Severance of invalid provisions

If any provision of this Agreement is invalid and not enforceable on its terms, other provisions which are self-sustaining and capable of separate performance with regard to the invalid provision, are and continue to be valid and enforceable on their terms.

16.5 Applicable law

This Agreement must be interpreted under the laws of the State of Western Australia.

16.6 Whole agreement

This Agreement when read in conjunction with the SFIC's registered rules in connection with its subject matter:

- (c) constitutes the sole and entire agreement among the parties; and
- (d) supersedes all prior agreements and understandings of the parties,

and a warranty, representation or guarantee in connection with the subject matter of this Agreement or other term not contained or recorded in this Agreement or the SFIC's registered rules is of no force or effect.

16.7 Joint liability

Where more than one person accepts liability under any covenant or obligation herein each of those people will be liable severally and every two or greater number of them will be liable jointly.

16.8 Counterparts

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

16.9 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

Executed as an agreement

EXECUTION BY MEMBERS WHO ARE NATURAL PERSONS

SIGNED by Member 1

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED by Member 3

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED by Member 2

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED by Member 4

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

EXECUTION BY MEMBERS WHO ARE NOT A NATURAL PERSON OR COMPANY

SIGNED for and on behalf of Entity 1 (insert Entity Name)

by:

Signature _____

Name _____

Position _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED for and on behalf of Entity 2 (insert Company/Entity Name)

by:

Signature _____

Name _____

Position _____

in the presence of:

Signature _____

Name _____

Address _____

EXECUTION BY MEMBERS WHO ARE A COMPANY

EXECUTED by Company 1 (insert Company Name)

EXECUTED by Company 2 (insert Company Name)

under section 127(1) of the Corporations Act:

Director:

Signature _____

Name _____

Director/Secretary

Signature _____

Name _____

under section 127(1) of the Corporations Act:

Director:

Signature _____

Name _____

Director/Secretary:

Signature _____

Name _____

EXECUTION BY GUARANTORS

SIGNED by Guarantor 1

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED by Guarantor 2

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED by Guarantor 3

Signature _____

Nname _____

in the presence of:

Signature _____

Name _____

Address _____

SIGNED by Guarantor 4

Signature _____

Name _____

in the presence of:

Signature _____

Name _____

Address _____

EXECUTION BY SFIC

EXECUTED by SFIC under Co-operatives Act 2009 (WA):

Director:

Signature _____

Name _____

Director/Secretary:

Signature _____

Name _____

Annexure A – SFIC’s registered rules

CONFIDENTIAL