Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Objective Corporation Limited

ACN/ARSN 050 539 350

1. Details of substantial holder (1)

Name TBW Trustees Limited

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 23 December 2013

The previous notice was given to the company on 21 December 2011

The previous notice was dated 21 December 2011

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	62,000,000	61.5%	62,000,000	70.3%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
18/12/13	TBW Trustees Limited	The Company has cancelled 12,500,000 shares due to a selective buy-back and therefore the holding percentage has changed (increased).	N/A	N/A	N/A

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Tony Walls	TBW Trustees Limited	TBW Trustees Limited	Indirect	62,000,000	62,000,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
TBW Trustees Limited	100 Miller St, North Sydney, NSW, Australia, 2060

Signature

print name **Tony Walls** Director

sign here date

23 DECEMBER 2013

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.

(2) See the definition of 'associate' in section 9 of the Corporations Act 2001.

(3) See the definition of 'relevant interest' in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of 'relevant agreement' in section 9 of the Corporations Act 2001.

(7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write 'unknown'.

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Objective Corporation Limited

ACN/ARSN 050 539 350

1. Details of substantial holder (1)

Name Marlaine Limited

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 23 December 2013

The previous notice was given to the company on 21 December 2011

The previous notice was dated 21 December 2011

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	25,000,000	24.8%	12,500,000	14.20%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
18/12/13	Marlaine Limited	Sale of shares (selective buyback)	$5,625,000	12,500,000	12,500,000

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Gary Fisher	JP Morgan Nominees Australia Limited	Marlaine Limited	Indirect	12,500,000 ordinary	12,500,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Marlaine Limited	25 – 27 Farringdon Road, London, EC1 M34A, United Kingdom
JP Morgan Nominees Australia Limited <Cash Income A/C>	Locked Bag 20049 MELBOURNE VIC 3001

Signature

print name **Gary Fisher** Director

sign here date 23 December 2013

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.

(2) See the definition of 'associate' in section 9 of the Corporations Act 2001.

(3) See the definition of 'relevant interest' in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of 'relevant agreement' in section 9 of the Corporations Act 2001.

(7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write 'unknown'.

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

WATSON MANGIONI

Share Buy-Back Agreement

Marlaine Limited
as trustee for the Mango Trust

Objective Corporation Limited
(ACN 050 539 350)

Gary Fisher

Watson Mangioni Lawyers Pty Limited
Corporate and Commercial Lawyers
Level 13, 50 Carrington Street
SYDNEY NSW 2000
Tel: (02) 9262 6666
Fax: (02) 9262 2626
Email: mail@wmlaw.com.au
Ref: CSC 211 0868

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1st October

This Share Buy-Back Agreement is made on 27th ~~September~~ 2013.

Parties:

1. **Marlaine Limited**, of 25 – 27 Farringdon Road, London EC1M, 3HA, United Kingdom, as trustee for the Mango Trust (**Seller**);

2. **Objective Corporation Limited** (ACN 050 539 350) of Level 37 Northpoint, 100 Miller Street, North Sydney, NSW, 2060, Australia (**Buyer**);

3. **Gary Fisher** of 7 St. Edmunds Square, Harrods Village, Barnes SW13 8SA, United Kingdom(**Fisher**).

Recitals:

A. The Seller is the legal owner of the Shares and has the ability to transfer legal and beneficial title to the shares to the buyer.

B. The Seller wishes to sell and the Buyer wishes to buy the Shares on the terms and conditions of this Agreement.

C. The Buyer and Seller acknowledge that any purchase of Shares under this Agreement by the Buyer will be by way of a selective share buy-back under section 257B of the Corporations Act and accordingly this Agreement is subject to shareholder approval.

D. Fisher controls the Seller and has agreed to guarantee the obligations and liabilities of the Seller under this Agreement.

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASX means ASX Limited (ACN 008 629 691).

Applicable Law means any statute, regulation, by-law, ordinance or other determination of any Government Agency with the force of law in any jurisdiction in which a party carries on business or in which it is incorporated.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for normal banking business in Sydney, Australia.

Completion means completion of the sale and purchase of the Shares in accordance with this Agreement.

Completion Date means the date which is 10 Business Days following satisfaction of the Condition or such later date as the Parties may agree.

Condition means the condition precedent set out in Clause 2.1.

Constitution means the constitution of the Buyer.

Corporations Act means the *Corporations Act* 2001 (Cth).

Duty means any stamp, transaction or registration duty or similar charge imposed by any government agency and includes any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any tax.

Encumbrance means an interest or power:

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(a) reserved in or over an interest in any asset including any retention of title; or

(b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes any agreement to grant or create any of the above.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

GST:

(a) has the same meaning as in the GST Law;

(b) includes any other goods and services tax or any tax applying to this Agreement in a similar way; and

(c) includes any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

GST Law has the meaning given to that term in Section 195–1 of the *A New Tax System (Goods and Services Tax) Act* 1999.

Indemnified Losses means, in relation to any fact, matter or circumstance, all losses, costs, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance including all legal and other professional expenses on a solicitor client basis incurred in connection with investigating, disputing, defending or settling any claim, action, demand or proceeding relating to that fact, matter or circumstance (including any claim, action, demand or proceeding based on the terms of this Agreement).

Listing Rules means the official listing rules of the ASX.

Ordinary Shares means fully paid ordinary shares in the capital of the Buyer.

Purchase Price means $5,625,000.

Shareholder means a person who is entered on the register of members of the Buyer.

Shares means 12,500,000 Ordinary Shares.

Trust means the Mango Trust established by the Trust Deed.

Trust Deed means the trust deed establishing the Mango Trust dated 16 September 1997 of which the Trustee is the trustee.

Trustee means Marlaine Limited.

Warranty means a representation and warranty set out in Schedule 1.

1.2. Interpretation

In this Agreement, headings and underlinings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) words importing a gender include any gender;

(c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;

(e) a reference to any thing (including any right) includes a part of that thing;

(f) a reference to a Part, Clause, Party, Annexure, Exhibit or Schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any Annexure, Exhibit and Schedule;

(g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

(h) a reference to a party, trust, partnership or an entity includes that party's, trust's, partnership's or entity's successors and permitted assigns;

(i) 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;

(j) a reference to a document includes any agreement in writing and any certificate, notice, instrument or other document of any kind; and

(k) all references to amounts of money are references to monies denominated in Australian Dollars; and

(l) specifying anything after the words include or for example or similar expressions does no limit what else is included.

2. Condition Precedent

2.1. Condition

Completion is conditional on the terms of this Agreement being approved by shareholders of the Company in accordance with:

(a) Section 257D(1)(a) of the Corporations Act;

(b) Section 208(1)(a)(i) of the Corporations Act; and

(c) Rule 10.1 of the Listing Rules.

2.2. Waiver

The Condition set out in Clause 2.1 may not be waived.

2.3. Cut-off date

(a) If the Condition is not satisfied on or before 24 December 2013 either Party may terminate this Agreement by notice in writing to the other.

(b) Upon termination, this Agreement has no further effect and neither the Buyer nor the Seller is liable to the other except:

  (i) under any Clause expressed to survive termination; and

  (ii) in respect of any breach of this Agreement occurring before termination.

3. Completion

3.1. Sale and purchase

On the Completion Date, the Seller must sell and the Buyer must buy the Shares free of Encumbrances for the Purchase Price.

3.2. Date for Completion

Completion must take place at 2.00 pm on the Completion Date.

3.3. Delivery of documents executed by Seller

At Completion, the Seller must give to the Buyer the following documents:

(a) a completed transfer of the Shares to the Buyer in a form approved by the Buyer and duly executed by the Seller; and

(b) all other documents reasonably required by the Buyer to give effect to the transactions the subject of this Agreement.

3.4. Obligations of the Buyer at Completion

At Completion the Buyer must, subject to Clause 3.5, pay to the Seller the Purchase Price.

3.5. Characterisation of the Purchase Price

The Parties acknowledge and agree that:

(a) the Purchase Price will be partly funded by the Buyer from its share capital account and partly funded from its retained profits;

(b) the Buyer may determine the amount which is funded from its share capital account and the amount which is funded from its retained profits in its sole and absolute discretion (but having regard to any applicable guidelines published by the Australian Taxation Office);

(c) the part of the Purchase Price that is funded from the Buyer's share capital account will be characterised for Australian taxation purposes as a return of capital;

(d) the part of the Purchase Price that is funded form the Buyer's retained earnings will be characterised for Australian taxation purposes as an unfranked divided and will be subject to withholding tax at the rate of 15%;

(e) the Buyer will withhold from the Purchase Price an amount equal to 15% of the part of the Purchase Price that is funded from the Buyer's retained earnings and remit this amount to the Australian Taxation Office;

(f) the Buyer currently intends to fund:

    (i) $225,000 of the Purchase Price from its share capital account; and

    (ii) the balance of the Purchase Price of $5,400,000 from its retained earnings; and

(g) based on the current intentions of the Buyer set out in Clause 3.5(f), the Buyer will withhold $810,000from the Purchase Price and will remit this amount to the Australian Taxation Office.

4. Undertakings

4.1. Seller undertaking

The Seller undertakes to the Buyer not to take any of the following actions during the period between the date of this Agreement and the Completion Date:

(a) dispose of any legal or beneficial interest in the Shares;

(b) grant any Encumbrance over any interest in the Shares;

(c) enter into any agreement, arrangement or understanding with any party under which that third party acquires any economic interest in the Shares;

(d) voting and allowing others to vote; or

(e) agree or attempt to do any of the above.

5. Warranties

5.1. Warranties

The Seller gives each Warranty in favour of the Buyer:

(a) as at the date of this Agreement; and

(b) as at the Completion Date.

5.2. Reliance

The Seller acknowledges that the Buyer has entered into and will perform its obligations under this Agreement in reliance on the Warranties.

5.3. Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5.4. Survival

Clause 5 of this Agreement:

(a) does not merge on Completion or termination of this Agreement; and

(b) is not affected by any other event or matter.

6. Guarantee and Indemnity

6.1. Guarantee

In consideration of the Buyer entering into this agreement with the Seller at the request of Fisher, Fisher irrevocably and unconditionally guarantees to the Buyer the due and punctual performance of all present and future obligations and the payment of all present and future liabilities of the Seller under this Agreement and must on demand by the Buyer perform such obligations or pay such liabilities in the manner specified in this Agreement if the Seller fails to do so on the due date.

6.2. Indemnity

As a separate and independent obligation from that contained in Clause 6.1, Fisher must pay to the Buyer on demand the amount of any Indemnified Loss suffered or incurred by the Buyer arising out of or in connection with any failure of the Seller to perform any obligation or pay any liability under this Agreement on the due date.

6.3. Nature and preservation of liability

Fisher acknowledges and agrees that each of its obligations under this Clause 6:

(a) is a principal and continuing obligation and will not be affected by any principle of law or equity which might otherwise reduce or limit in any way the liability of Fisher under this Clause 6; and

(b) continues notwithstanding any amendment of this Agreement or any waiver, consent or notice given under this Agreement by any Party to another.

6.4. Waiver of rights

Fisher must not exercise any right of indemnity or subrogation which it might otherwise be entitled to claim and enforce against or in respect of the Seller and irrevocably waives all of those rights of indemnity or subrogation it may have.

7. Duties, Costs and Expenses

7.1. Duties

(a) The Buyer must pay any Duty in respect of the execution, delivery and performance of:

(i) this Agreement; and

(ii) any agreement or document entered into or signed under this Agreement.

(b) The Buyer must pay any fine, penalty or other cost in respect of a failure to pay any Duty except to the extent that the fine, penalty or other cost is caused by an act or default on the part of the Seller.

(c) The Buyer indemnifies the Seller against any amount payable under Clause 7.1(a) or Clause 7.1(b) or both.

7.2. Survival

Clause 6.1 of this Agreement:

(a) does not merge on Completion or termination of this Agreement; and

(b) is not affected by any other event or matter.

7.3. Costs and expenses

Subject to Clause 7.1, each Party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this Agreement or other agreement or document described in Clause 7.1(a)(ii).

7.4. Costs of performance

Any action to be taken by the Buyer or the Seller in performing its obligations under this Agreement must be taken at its own cost and expense unless otherwise provided in this Agreement.

7.5. GST

(a) Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.

(b) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the supplier may increase the consideration for that supply by an amount not exceeding the amount of the consideration multiplied by the rate at which GST is imposed in respect of the supply.

(c) If either Party is entitled under this Agreement to be reimbursed or indemnified by the other Party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is:

(i) a creditable acquisition incurred by the Party being reimbursed or indemnified or by its representative member; and

(ii) for a creditable purpose.

(d) Words used in this Clause 7.5 which have a defined meaning in the GST Law have the same meaning as in the GST Law.

8. General

8.1. Notices

(a) Any notice or other communication including any request, demand, consent or approval, to or by a party to this Agreement:

(i) must be in legible writing and in English addressed as shown below:

(A) if to the Seller:

Address:	25 – 27 Farringdon Road, London EC1M, 3HA, United Kingdom
Addressee:	Marlaine Limited as trustee for the Mango Trust
Facsimile No:	+44 207 065 0650

(B) if to the Buyer:

Address:	c/- Watson Mangioni, Level 13, 50 Carrington Street, Sydney, NSW, 2000
Addressee:	Attention: Chris Clarke
Facsimile No:	+61 2 9262 2626

(C) if to Fisher:

Address:	7 St. Edmunds Square, Harrods Village, Barnes SW13 8SA, United Kingdom
Addressee:	Gary Fisher

or as specified to the sender by notice;

(ii) where the sender is a company, must be signed by an officer or under the common seal of the sender;

(iii) is to be regarded as having been given by the sender and received by the addressee:

(A) if by delivery in person, when delivered to the addressee;

(B) if by post, on delivery to the addressee; or

(C) if by facsimile transmission, whether or not legibly received, when transmitted to the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as having been received at 9.00am on the following Business Day;

(iv) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

(b) A facsimile transmission is to be regarded as legible unless the addressee telephones the sender within two hours after the transmission is received or regarded as received under Clause 8.1(a)(iii) and informs the sender that it is not legible.

(c) In this Clause 8.1, a reference to an addressee includes a reference to an addressee's officers, agents or employees or any person reasonably believed by the sender to be an officer, agent or employee of the addressee.

8.2. Governing law and jurisdiction

(a) This Agreement is governed by the laws of the State of New South Wales, Australia.

(b) Each Party irrevocably submits to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.

8.3. Prohibition and enforceability

(a) Any provision of, or the application of any provision of, this Agreement or any right, power, authority, discretion or remedy of a Party under this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

(c) The application of this Clause 8.3 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

8.4. Variation

A variation of any term of this Agreement must be in writing and signed by the Parties.

8.5. Cumulative rights

The rights, powers, authorities, discretions and remedies of a Party under this Agreement do not exclude any other right, power, authority, discretion or remedy.

8.6. Further assurances

Each Party must do all things necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

8.7. Entire agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the Parties.

8.8. Counterparts

This Agreement may be executed in any number of counterparts each of which, when executed, is deemed to be an original and the counterparts will constitute one and the same instrument.

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Schedule 1

Warranties

1. Seller

1.1 The Seller has full power and authority to enter into and perform its obligations under this Agreement.

1.2 The Seller has taken all necessary action to authorise its execution, delivery and performance of this Agreement in accordance with its terms.

1.3 The obligations of the Seller under this Agreement are legal, valid, binding and admissible in evidence subject to any necessary stamping and registration, and are enforceable against it in accordance with its terms subject to applicable bankruptcy laws and equitable principles.

1.4 The execution, delivery and performance of the Seller's obligations under this Agreement complies with:

(a) each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency;

(b) its constitution or other constituent documents; and

(c) any Encumbrance or document which is binding upon it or any asset of it and does not and will not:

(i) result in the creation or imposition of any Encumbrance or restriction of any nature on any asset of it under the provisions; or

(ii) accelerate the payment of any obligation existing under any Encumbrance or document which is binding upon it or any asset of it.

2. Shares

2.1 The Seller has full power and has obtained all necessary consents of all persons and authorities to own and enjoy the benefit of the Shares.

2.2 The legal and beneficial ownership of the Shares will, on Completion, vest in the Buyer free from all Encumbrances.

2.3 The Seller has not:

(a) granted or created or agreed to grant or create any Encumbrance in respect of the Shares; or

(b) disposed of, agreed to dispose of or granted any option to any person to purchase any of the Shares or any interest in the Shares.

3. Trust

3.1 The Trustee is entering into this agreement in its capacity as Trustee for the Trust.

3.2 The Trustee is empowered by the Trust Deed to enter into and perform this Agreement and to perform its obligations under this Agreement in accordance with its terms.

3.3 All necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for the Seller to enter into and perform its obligations under this Agreement.

3.4 The Trustee is the only trustee of the Trust.

3.5 No property of the Trust has been resettled or set aside or transferred to any other trust.

3.6 The Trust has not been terminated nor has any event for the vesting of the assets of the Trust occurred.

3.7 The Trustee's right of indemnity out of, and lien over, the assets of the Trust has not been limited in any way.

3.8 The Trust Deed complies with all Applicable Laws.

3.9 The Trustee has complied with its obligations and duties under the Trust Deed and at law. No one has alleged that it has not complied.

3.10 The Trustee has provided a complete copy of the Trust Deed to the Buyer prior to execution of this Agreement.

3.11 No steps have been taken by any person to:

(a) remove the Trustee as trustee of the Trust;

(b) appoint an additional trustee of the Trust; or

(c) bring forward the vesting date of the Trust.

Executed by the Parties as an Agreement

SIGNED by
Marlaine Limited as trustee for the Mango Trust
by its duly authorised representative in the presence of:)

Witness

KATHRYN CAKNE
Name (please print)

Authorised Representative

GARY FISHER
Name (please print)

SIGNED by
Objective Corporation Limited (ACN 050 539 350)
in accordance with section 127 of the Corporations Act:)

~~Director~~/Secretary

ROBERT PATERSON.
Name (please print)

Director

TONY WALLS.
Name (please print)

SIGNED by
Gary Fisher in the presence of:)

Witness

KATHRYN CAKNE
Name (please print)

Gary Fisher