



Australian Government

Director of National Parks

AGREEMENT

between

DIRECTOR OF NATIONAL PARKS

and

GREENING AUSTRALIA CAPITAL REGION

in relation to

**PROVISION OF FACILITIES AND ASSISTANCE AT
THE AUSTRALIAN NATIONAL BOTANIC GARDENS**

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CONTENTS

This Agreement is made in the following context-

A. DNP is the owner and manager of the Australian National Botanic Gardens (ANBG).

B. In 2002, Greening Australia received funding from the National Heritage Trust of Australia to establish a community seed bank. That program ceased on 30 June 2008 and was replaced by the Centre for Our Country program, under which the new Native Seed Bank and Seed Production Project is now funded.

C. On 1 July 2008, Greening Australia entered into an Agreement with DNP. DNP granted to Greening Australia a contractual licence to use seed bank storage facilities and provided office accommodation for two years for the purpose of the community seed bank. The Agreement was extended for one year in July 2008 and again in July 2009.

D. DNP and Greening Australia have now agreed on the terms under which DNP will grant Greening Australia a further contractual licence to use certain facilities and provide certain assistance at the ANBG.

OPERATIVE PROVISIONS

In consideration of the mutual promises contained in this document, DNP and Greening Australia agree as follows-

1. Interpretation

1.1 In this Agreement, unless the contrary intention appears:

"Greening Australia Covenants" means the covenants and conditions contained or implied in this Agreement to be observed or performed by or on behalf of Greening Australia;

"Commencement Date" means the commencement date set out in the Schedule;

THIS AGREEMENT is made the () day of July 2010

PARTIES:

Director of National Parks of Australian National Botanic Gardens, GPO Box 1777, Canberra ACT ("DNP")

and

Greening Australia Capital Region of PO Box 538 Jamison Centre, ACT ("Greening Australia").

CONTEXT

This Agreement is made in the following context-

- A. DNP is the owner and manager of the Australian National Botanic Gardens ("ANBG").
- B. In 2005, Greening Australia received funding from the Natural Heritage Trust of Australia to establish a community seed bank. That program ceased on 30 June 2008 and was replaced by the Caring for Our Country program, under which the new Native Seed Bank and Seed Production Project is now funded.
- C. On 1 July 2006, Greening Australia entered into an Agreement with DNP. DNP granted to Greening Australia a contractual License to use seed bank storage facilities and specified office accommodation for two years for the purposes of the community seed bank. The Agreement was extended for one year in July 2008 and again in July 2009.
- D. DNP and Greening Australia have now agreed on the terms upon which DNP will grant Greening Australia a further contractual Licence to use certain facilities and provide certain assistance at the ANBG.

OPERATIVE PROVISIONS

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1. Interpretation

1.1 In this Agreement, unless the contrary intention appears:

"Greening Australia Covenants" means the covenants and conditions contained or implied in this Agreement to be observed or performed by or on behalf of Greening Australia.

"Commencement Date" means the commencement date set out in the Schedule;

"DNP" means the Director of National Parks or such other agency or Department of the Commonwealth as may, from time to time, administer this Contract on behalf of DNP;

"DNP's Covenants" means the covenants and conditions contained or implied in this Agreement to be observed or performed by or on behalf of DNP;

"Hours of Use" means the Hours of Use specified in the Schedule;

"Licence" means the Licence granted under this Agreement;

"Licence Areas" means the Licence Areas specified in the Schedule;

"Licence Purposes" means the Licence Purposes specified in the Schedule;

"Schedule" means the Schedule to this Agreement;

"Specified Personnel" means the Greening Australia Personnel specified in the Schedule;

"Term" means the Term specified in the Schedule;

- 1.2 Unless the contrary intention appears in this Agreement:
- (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and vice versa;
 - (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - (d) words importing persons include a body whether corporate or otherwise;
 - (e) all references to dollars are to Australian dollars;
 - (f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (g) no variation of the Agreement is binding unless it is agreed in writing between DNP and Greening Australia; and
 - (h) reference to a party includes its officers, employees, volunteers, agents, contractor staff or professional advisers engaged in the performance or management of this Agreement.
- 1.3 Each party will meet its own costs (including all solicitor's costs) in completing this Agreement.
- 1.4 This Agreement is subject to and is to be interpreted by the laws applying in the Australian Capital Territory.
- 1.5 No consent or waiver, express or implied, by DNP of any breach of the Greening Australia' Covenants is a consent or waiver to any other breach of the Greening Australia' Covenants.
- 1.6 If any covenant or condition of this Agreement is prohibited or unenforceable at law, such covenant or condition is severed from the Agreement without affecting the remaining covenants or conditions.

1.7 The parties to this Agreement acknowledge that they have not relied on any promise, representation, warranty or undertaking given in respect of the suitability or adequacy of the Licence Areas or the Licence Areas for any intended purpose, and this Agreement represents the Parties entire agreement.

2. Grant of Licence

2.1 DNP grants and Greening Australia accepts a Licence for the Specified Personnel to use the Licence Areas for the Term for the Licence Purposes, together with:

(a) the right of unrestricted access to and from the Licence Areas during the Hours of Use; and

(b) the right to use the facilities and services specified in the Schedule.

2.2 The rights granted to Greening Australia may not be assigned by it.

2.3 Nothing in this Agreement constitutes Greening Australia a tenant of the Licence Areas and the relationship of landlord and tenant does not apply, nor confer or impose on either party any of the rights or obligations of landlord or tenant.

2.4 Without limiting the generality of sub-clauses 2.2 and 2.3 the rights conferred by this Agreement rest in contract only and:

(a) neither create in nor confer upon Greening Australia any tenancy or any estate or interest whatsoever in or over the premises; and

(b) the rights of Greening Australia are those of a Greening Australia only and do not comprise or include any further or other rights

2.5 This Agreement confers no right of exclusive occupation of the Licence Areas on Greening Australia and DNP may at any time exercise all DNP's rights as lessee of the land including (but without in any way limiting the generality of this provision) DNP's rights to use possess and enjoy the whole or any part of the Licence Areas save only in so far as such rights shall prevent the operation of the licence granted to Greening Australia by this Agreement.

2A. Assistance and Training by DNP

2A.1 DNP will provide Greening Australia with the Assistance specified in the Schedule.

3. Fees

3.1 Greening Australia will pay to DNP the Fees specified in the Schedule.

4. GST

4.1 Any amounts payable by Greening Australia under clause 3 do not include any Goods and Service Tax (GST) under the *A New Tax System (Goods and Services Tax) Act 1999*, and Greening Australia will reimburse DNP for GST paid or payable by the Licensor with respect to such amounts.

- 4.2 Nothing in this Licence obliges Greening Australia to reimburse DNP for GST paid or payable by DNP in respect of a taxable supply to the extent to which DNP is entitled to claim an input tax credit.
- 4.3 DNP will provide Greening Australia with a valid tax invoice or any other document required by the GST legislation to enable input tax credits to be claimed by Greening Australia in respect of any amounts paid to DNP under this clause.
- 4.4 If GST applies to a taxable supply by the Greening Australia to DNP under this Agreement, DNP will reimburse Greening Australia for GST paid or payable by Greening Australia.

5. Reimbursement of Director's Expenses

- 5.1 Greening Australia will pay as demanded by DNP, any monies reasonably expended by DNP in respect of DNP's performance of any of the Greening Australia' Covenants pursuant to clause 26.
- 5.2 Greening Australia will repay upon demand to DNP any moneys expended by DNP in respect of any liability imposed on Greening Australia under or by virtue of this Agreement.

6. Charges and Expenses Arising Through Default

- 6.1 Greening Australia will pay to DNP on demand all legal costs, charges and expenses for which DNP shall become liable in consequence of, or in connection with, any default by Greening Australia in performing or observing any of the Greening Australia' Covenants.

7. Use of Licence Areas

- 7.1 Greening Australia will only use the Licence Areas for the Licence Purposes, and not use, or permit them to be used, for any other purpose except with the prior written consent of DNP, which consent will not be unreasonably withheld but may be given subject to reasonable conditions.
- 7.2 Greening Australia must ensure that all persons in and about the Licence Areas are adequately managed and supervised at all times.

8. Hours of Use

- 8.1 Greening Australia will only use the Licence Areas, and exercise its rights under the Licence, during the Hours of Use.
- 8.2 Greening Australia may use the Licence Area, and exercise its rights under the Licence, at times other than the Hours of Use with the prior consent of DNP.
- 8.3 The Hours of Use are subject to the reasonable needs of DNP to use the Licence Area and may be altered by DNP by reasonable written notice to Greening Australia.

9. Alterations and Additions

- 9.1 Greening Australia will not make any alterations or additions to the Licence Areas, or fixtures or fittings forming part of the Licence Areas, without the prior written consent of DNP.
- 9.2 Greening Australia will on, or immediately prior to the expiry or earlier termination of this Agreement, remove from the Licence Areas all Greening Australia' fixtures, fittings, plant, equipment and other items that Greening Australia has brought into the Licence Areas, unless DNP agrees in writing that any or all of the items may be left in the Licence Areas.
- 9.3 Greening Australia will repair and make good any damage which may have been caused to the Licence Areas by the installation or removal of any fixtures or fittings supplied and fitted by or on behalf of Greening Australia.
- 9.4 Greening Australia will forfeit any fixtures, fittings, plant or equipment that Greening Australia has not, at the expiry or earlier termination of the Agreement, removed from the Licence Areas, and these become the property of DNP and may be disposed of as DNP thinks fit, at the expense of DNP.

10. Offensive Activities

- 10.1 Greening Australia will not carry out, or permit to be carried out, on the Licence Areas:
- (a) any noxious, noisome, offensive, illegal or immoral act, trade, business, occupation or calling; or
 - (b) any act, matter or thing which causes nuisance, damage or disturbance to DNP or any other tenant or occupiers of other property adjoining or adjacent to the Licence Areas.
- 10.2 Greening Australia will not store any noxious or noisome materials on the Licence Areas.

11 Clean and Maintain the Licence Areas

- 11.1 Greening Australia will keep the Licence Areas in a clean and sanitary condition and free from rubbish and keep all rubbish in proper receptacles during and at the end of the Hours of Use.

12. Drains and Wastes

- 12.1 Greening Australia will not:
- (a) use, or permit to be used, any plumbing facilities on the Licence Areas for any purpose other than that for which they were constructed or provided; or
 - (b) deposit or permit to be deposited therein any sweepings, rubbish, rags, ashes, tea leaves or other substances,

and will promptly at the cost of Greening Australia make good any blockage or damage thereto caused by misuse.

13. Chemicals etc

- 13.1 Greening Australia will not (except for normal applications in connection with the Licence Purposes) use, permit or suffer to be used any chemicals or inflammable gases, fluids or substance in or upon the Licence Areas.

14. Occupational Health and Safety

- 14.1 Greening Australia must at all times comply with Commonwealth and Territory laws on occupational health and safety.
- 14.2 Without limiting the generality of subclause 14.1, Greening Australia must comply with the obligations imposed on DNP for occupational health and safety by the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.
- 14.3 Greening Australia must comply with and enforce in respect of its employees, agents and subcontractors, any policies of DNP and all reasonable directions and procedures issued by DNP relating to health and safety in the License Area.
- 14.4 Greening Australia must notify DNP if the following events occur or come to the attention of Greening Australia in the course of exercising the rights conferred on Greening Australia by this Agreement:
- (a) in the case of an accident that causes the death of a person — within 2 hours of Greening Australia becoming aware of the death; and
 - (b) in the case of an accident that causes serious personal injury to a person — within 24 hours of Greening Australia becoming aware that the person has, or is likely to have, suffered the injury; and
 - (c) in the case of an occurrence that could have caused (but did not cause) the death of, or serious personal injury to, any person — within 24 hours of Greening Australia becoming aware of the occurrence.

15. Disclosure of information

- 15.1 In this clause 15, "Confidential Information" means any information that is agreed in writing between the parties from time to time as constituting Confidential Information for the purposes of this Agreement. If the parties agree in writing after the date of this Agreement that certain information is to constitute Confidential Information for the purposes of this Agreement, that documentation is incorporated into, and becomes part of, this Agreement on the date by which both parties sign that documentation.
- 15.2 A party must not disclose the Confidential Information of the other party to any third party without the prior written approval of that other party.
- 15.3 A party may impose any conditions or restrictions that it considers appropriate when giving approval under this clause 15 and the other party must comply with any such conditions or restrictions.

- 15.4 The obligations on the parties under this clause will not be taken to have been breached to the extent that the disclosure of Confidential Information is authorised or required by law.
- 15.5 Greening Australia acknowledges that DNP may disclose any information provided by Greening Australia and the terms of this Agreement in accordance with DNP's reporting and accountability practices or obligations, including disclosure to:
- (a) DNP's advisers or employees in order to comply with its obligations, or exercise its rights, under this Agreement;
 - (b) DNP's internal management personnel to enable the effective management or auditing of Agreement-related activities; or
 - (c) a Minister of the Commonwealth of Australia or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia.
- 15.6 This clause will survive the expiration or termination of the Agreement.

16. Compliance with Legislation Generally

- 16.1 Greening Australia will comply with or cause to be complied with all the requirements of any statutes, regulations, ordinances and by-laws so far as the same may apply to the Licence Areas.

17. Employer's duties

- 17.1 Greening Australia will insure itself to the full extent of its liability to its employees engaged in carrying out the License Purposes under this Agreement under the Acts and laws of the Australian Capital Territory relating to workers' compensation, and for any liability at common law.
- 17.2 Greening Australia will indemnify and keep indemnified DNP against liability of DNP for death of or injury to any person employed by Greening Australia in connection with Greening Australia use of the Licence Areas, other than death or injury resulting from any breach or negligent act or omission on the part of DNP or its employees, agents or contractors.

18. Indemnities

- 18.1 Greening Australia will indemnify and keep indemnified DNP against liability of DNP for death or injury to any person and/or damage to any property arising from or out of Greening Australia use of the Licence Areas or any part thereof or occasioned wholly or in part by any act, neglect, default or omission (negligent or otherwise) by Greening Australia or its employees, agents, contractors, invitees, or by any other person or persons using or upon the Licence Areas with the consent or approval of Greening Australia, except to the extent that the same is caused or contributed to by the negligence of DNP or its employees, agents or contractors,
- 18.2 Greening Australia will indemnify and keep indemnified DNP from all loss and damage to the Licence Areas caused by the negligent use or misuse of the Licence Areas by Greening Australia or its employees, agents, contractors,

invitees, or by any other person or persons using or upon the Licence Areas with the consent or approval of Greening Australia, except to the extent that the same is caused or contributed to by the negligence of DNP or its employees, agents or contractors.

19. Insurance of Licence Areas

- 19.1 Greening Australia will take out and at all times keep in force in respect of the Licence Areas adequate insurance against loss and damage to the Licence Areas arising from the risks referred to in subclause 17.2, with the interest of DNP noted on the policy.
- 19.2 Greening Australia will reinstate the Licence Areas from the proceeds of the insurance in the event of any damage or loss (including total constructive loss) to the Licence Areas.

20. Public Risk Insurance

- 20.1 Greening Australia will at all times during the period of this Agreement effect and keep current a public risk insurance policy to a value of not less than the amount specified in the Schedule for any one event with an insurance company approved by DNP in writing (which approval may not be unreasonably withheld) covering the risks for which Greening Australia indemnifies DNP under clause 17.1, with the interest of DNP noted on the policy.

21. Maintenance of Insurance

- 21.1 Greening Australia will if required by DNP produce for inspection by DNP reasonable proof of the existence of any insurance policy effected in accordance with clauses 16, 18 and 19 and reasonable evidence of its renewal.
- 21.2 Greening Australia will not alter the terms or conditions of such insurance policies without the approval of DNP, and will provide immediately to DNP particulars of any change or variation of the terms and conditions in respect of such policies.

22. Not to Invalidate Insurance

- 22.1 Greening Australia will not at any time during the Term without the consent of DNP do any act, matter or thing upon the Licence Areas whereby the insurance effected in accordance with clauses 16, 18 and 19 may be rendered void or voidable or whereby the rate of premium on such insurance is increased.
- 22.2 If Greening Australia does or suffers to be done any such act, matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by DNP Greening Australia will be responsible for any damage or loss which DNP may suffer or incur as a result thereof.

23. Director's Liability to Third Parties and Greening Australia

- 23.1 DNP is not responsible, as between the parties to this Agreement, for loss of or damage to the property of, or the death of or injury to, any third party

arising from the any activities under the Agreement, except to the extent that the same is caused or contributed to by the negligence of DNP or its employees agents or contractors.

23.2 DNP will not be liable for any loss or damage sustained by Greening Australia or its servants or agents by reason of any act or omission of DNP or its servants or agents or arising from the use of the Licence Areas by Greening Australia, except to the extent that the same is caused or contributed to by the negligence of DNP or its employees agents or contractors.

23.3 DNP will not be liable for any loss or damage occasioned by or to Greening Australia' property lawfully situated on the Licence Areas, except to the extent that the same is caused or contributed to by the negligence of DNP or its employees agents or contractors.

24. Renewal

24.1 Greening Australia may within the last two (2) months of the Term request DNP to extend the Agreement for a further term of one (1) year from the expiration of this Agreement.

24.2 If Greening Australia makes a request under subclause 23.3, and if there at the time of the request there is no outstanding breach or non-observance of any of Greening Australia's Covenants DNP will grant Greening Australia an extension of the Agreement on the same terms and conditions as are contained in this Agreement, save and except for this clause.

24.3 If a further Term is granted under subclause 23.2 the Fee payable by Greening Australia under clause 3 in connection with use of the Licence Areas, services and facilities may, at the option of DNP, be reviewed and if reviewed will be calculated by multiplying the Fee payable at the commencement of this Licence Agreement by the fraction $\frac{N1}{B1}$, where:

- (a) N1 refers to the Consumer Price Index for Canberra (all groups) published by the Australian Bureau of Statistics in respect of the quarter immediately preceding the commencement of the further Term; and
- (b) B1 is the Consumer Price Index for Canberra (all groups) published by that Bureau in respect of the quarter immediately preceding the commencement of this Agreement.

25. Termination for default

25.1 If Greening Australia:

- (a) does not pay any monies due under clause 3 within 30 days after it is due (whether or not a formal letter of demand has been made);
- (b) breaches of any other of the Greening Australia' Covenants and does not rectify the breach within 14 days of a notice given by DNP,

DNP may give a written notice of termination to Greening Australia.

26. Termination on notice

26.1 This Agreement may be terminated by either party upon six (6) months prior written notice to the other party.

27. Director's performance of Greening Australia' Covenants

27.1 If Greening Australia does not perform any Greening Australia' Covenants including the payment of any money, DNP may as Greening Australia' agent do all acts and things and incur such expenses as are necessary to perform the Greening Australia' Covenants. Any cost incurred by DNP in doing so constitutes a liquidated debt to DNP and is to be paid by Greening Australia on demand.

28. Relationship of the parties

28.1 Greening Australia acknowledges and declares that it is not an agent, partner, joint venturer, subcontractor, servant or employee of DNP.

28.2 Nothing in this Agreement is taken to confer on Greening Australia any authority to act on behalf of DNP.

29. Exclusion of Warranties

29.1 DNP does not expressly or impliedly warrant that the Licence Areas is now or will remain suitable or adequate for all or any of the Licence Purposes and all warranties (if any) as to suitability and adequacy of the Licence Areas implied by law are hereby expressly negated.

30. Disputes

30.1 Each party to this Agreement agrees not to commence any legal proceeding in respect of any dispute arising under the Agreement until it has utilised the procedure provided by this clause.

30.2 Each party agrees that any dispute arising during the course of this Agreement will be dealt with as follows:

(a) first, the party claiming that there is a dispute will send the other a notice setting out the nature of the dispute;

(b) secondly, the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;

(c) thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

(d) lastly, if:

(i) there is no resolution of the dispute or submission to alternative dispute resolution; or

- (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

31. Notices

- 31.1 A notice given under this Agreement is to be in writing or electronic form and:
 - (a) if given by DNP addressed to the Chief Executive Officer, Greening Australia;
 - (b) if given by Greening Australia, addressed to the General Manager, ANBG.
- 31.2 Any notice is to be delivered by hand, sent by pre-paid post or electronic communication.
- 31.3 If a notice is transmitted by electronic communication, delivery is not perfected unless a copy in writing is sent by pre-paid ordinary post on the same day as the transmission.
- 31.4 A notice is taken to have been received:
 - (a) if delivered by hand, upon delivery;
 - (b) if sent by pre-paid ordinary post, upon the expiration of three working days after the date on which it was posted; and
 - (c) if transmitted electronically when it is received by the addressee.
- 31.5 For the purposes of this clause a reference to "electronic communication" and "received" in relation to a notice have the same meaning as under *the Electronic Transactions Act 1999*.

32. Special Conditions

- 32.1 Greening Australia will comply with the Special Conditions specified in the Schedule.

SCHEDULE

Licence Areas	<p>(a) 3m x 6m seedbank storage in ANBG Seedbank</p> <p>(b) Office accommodation in the demountable building adjacent to the Research Cottage, and where available, storage space for seed in designated seed storage facilities around the Research Cottage</p> <p>(c) 10m x 50m hard stand indigenous plant nursery area located in section 161/162 of ANBG</p>
Specified Personnel	Greening Australia Project Manager Bindi Vanzella or such other persons approved in writing, in advance, from time by DNP
Services and Facilities	<p>(a) use of equipment for seed testing</p> <p>(b) office equipment - desk, chair, filing cabinet and shelving</p>
Assistance	<p>(a) ANBG Seedbank Manager to set up and train the Specified Personnel at the commencement of this Agreement.</p> <p>(b) ANBG Seed Bank Manager technical assistance in processing, storage, germination and quality testing techniques and databases as appropriate and subject to other duties.</p>
Fees	<p>(a) For use of licence areas, facilities and services, an annual fee of seven thousand dollars (\$7,000-00) payable in advance.</p> <p>(b) For use of potable water, a fee calculated annually on the basis of separate metering at the Greening Australia nursery site at the rate charged by ACTEWAGL payable in arrears.</p>
Term	Three (3) years commencing on the Commencement Date plus one (1) option under clause 23 to extend the agreement for a further year.
Commencement Date	July 2010
Licence Purposes	Native Seed bank and Seed Production Project and Growing Provenance Native Plants for Landscape Restoration Projects.
Hours of Use	Two to three days per week as agreed in writing from time to time
Amount of Public Risk Insurance	Ten million dollars (\$10,000,000-00)
Special Conditions	(a) Greening Australia will purchase any additional equipment required for the seed bank establishment. This may include seed storage containers, additional shelving, silica gel for seed

	<p>drying, voucher specimens lodged at the Australian National Herbarium, etc.</p> <p>(b) Greening Australia will also provide a computer for the project officer and any appropriate additional office equipment such as a white board, stationary equipment, mobile phone, filing cabinet, etc.</p> <p>(c) The Specified Personnel will be available to support relevant ANBG activities as appropriate.</p> <p>(d) Greening Australia will include the ANBG logo as appropriate in project publicity material.</p>
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SIGNED AS AN AGREEMENT


SIGNED on behalf of the DIRECTOR OF NATIONAL PARKS

by:


.....
signature

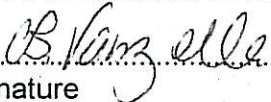
Peter Byron
.....
name

In the Presence of Witness


.....
signature


LORI GOULD
.....
name

SIGNED on behalf of GREENING AUSTRALIA CAPITAL REGION by:


.....
signature

Bindi Vanzella
.....
name

In the Presence of Witness


.....
signature

TASON CUMMINGS
.....
name

SIGNED AS AN AGREEMENT

SIGNED on behalf of the DIRECTOR OF NATIONAL PARKS

[Signature]

Signature

In the Presence of Witness

[Signature]

Signature

[Signature]
Name

SIGNED on behalf of GREENING AUSTRALIA CAPITAL REGION BY

[Signature]

Signature

[Signature]
Name

In the Presence of Witness

[Signature]

Signature

[Signature]
Name