

**INVESTMENT AGREEMENT &
MEMORANDUM OF UNDERSTANDING**

by and between

Fodder Investments Pty Ltd

and

LVE Super Pty Ltd ATF LVE Super

Agreement

This Agreement is made this 17th day of February 2018.

PARTIES

Fodder Investments PTY LTD ACN 609 603 438 of 142 Easthill Drive Robina, Queensland 4226, its assigns, affiliates or subsidiaries, a company incorporated in Australia referred to herein as "FIP"

AND

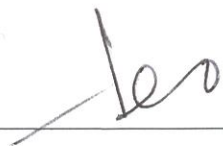
LVE Super PTY LTD ABN 75 232 753 985 **ATF LVE Super** of Unit 2, 12 King Street Annerley 4103 referred to herein as "LVE"

1. RECITALS:

- A. This Agreement has been constructed to record the intentions of the parties and forms the basis for the establishment of an agreement for the investment in Fodder Investments Pty Ltd
- B. Fodder Investments Pty Ltd is a major shareholder of Fodder Corporation Pty Ltd and associated companies
- C. LVE is the trustee for LVE Super and invests in various opportunities from time to time
- D. All intellectual property ownership will remain the property of the respective owners and/or related companies regardless of improvements, enhancements or alterations
- E. The Parties agree to operate in an honest, transparent and in good faith which is supportive for the common goal of helping both themselves and their customers, suppliers and service providers with integrity and an attitude of 'win-win' in any decision-making process

2. OPERATIVE PARTS:

- 2.1 LVE agrees to invest AUD \$25,000 in FIP
- 2.2 The term of the investment shall be 12 months from the date of execution of this document
- 2.3 FIP agrees to pay LVE a 10% coupon payment at the conclusion of the term in addition to returning the principal amount
- 2.4 FIP shall allow LVE to convert the investment as mentioned in 2.1 to 2% of the common shares of Fodder Investments Pty Ltd at any time during the duration of the investment term, effectively rendering the investment a Convertible Note (CN)
- 2.5 LVE must advise FIP, in writing, of its intention to convert the investment into shares and FIP must do all things necessary to ensure this is done within 7 working days after being advised
- 2.6 In the event that the investment is converted into common shares, no coupon payment or principal shall be payable to LVE
- 2.7 In the event that LVE converts the investment, FIP and its directors shall provide LVE access to quarterly financial reports pertaining to the FIP business
- 2.8 In the event LVE converts the investment, the parties will be required to enter into a shareholder's agreement to be negotiated and agreed at the time of conversion
- 2.9 FIP grants LVE the right to purchase a further 4% of the common stock of FIP within 7 days from receipt of meat tests expected on Friday, February 9th 2018
- 2.10 The purchase price of the shares listed in 2.9 is AUD \$75,000



- 2.11 LVE will be required to notify FIP in writing of its intention to purchase the shares in 2.9 and upon settlement, FIP will do all things necessary to affect the share transfer
- 2.12 LVE will have until close of business Friday, 16th February to deposit funds into a bank account as nominated by FIB
- 2.13 The parties shall at all times act in absolute good faith towards each other
- 2.14 This agreement supersedes any earlier agreement either implied or written
- 2.15 This agreement is subject to the laws of Queensland, Australia
- 2.16 No amendments or additions to this Agreement shall be binding unless in writing and signed by both parties except as herein otherwise provided.
- 2.17 The inability or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- 2.18 This Agreement shall not render any party as an employee or partner with any other party to this agreement for any purpose. Each party shall remain an independent party to the other, and shall be responsible for its own withholding and/or personal taxes with respect to the commission payable under the Agreement. No party shall represent itself as having the authority to bind any other party to this Agreement, except as agreed to in writing by the parties.

4. TERM and TERMINATION

- a) The term of this agreement is 12 months, commencing on the date of execution.
- b) This Agreement may be terminated earlier by either party by providing thirty (30) days' notice to the other party or parties for one or more of the following;
 - If there is a material Breach of trust, integrity issues, breach of the non-disclosure, non-circumvention agreement and or breach of decision-making procedures.
 - Termination for Material Breach; Each party may terminate the agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of 7 business days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
 - Termination for Failure of Condition; Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if either any of the conditions precedent set out herein have not been, or it becomes apparent that any such conditions will not be, fulfilled and such non-fulfilment was not due to the failure of the injured party to perform or comply with any of its representations, warranties, covenants, or conditions to be performed or complied with, or any of the conditions specifically applicable to the other party have not have been, or it becomes apparent that any such conditions will not be, fulfilled.
 - Termination for Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other parties may terminate this agreement with immediate effect.
 - Termination Because of Law or Order. Either party may terminate this agreement with immediate effect if there is or becomes any law that makes the performance of the terms of this agreement illegal or otherwise prohibited, or any Governmental Authority issues an Order restraining or enjoining the transactions under this agreement.



5. NON-DISCLOSURE AND NON-CIRCUMVENTION

- I. Each party agrees with the other that the clients, distributors, buyers, and principals whom they represent are only to be contacted through the respective parties herein (or with the written consent of the other party) and neither party shall circumvent each other to contact in any way whatsoever, whether directly or indirectly, with the respective principals:
- II. The parties will not in any manner, solicit, nor accept any business in any manner from sources not their clients or principals, which sources were made available through this Agreement, without the express written authorisation of the party who made available the source;
- III. The parties will maintain complete confidentiality regarding each other's business sources and/or their clients/principals, and will disclose such business sources only to named parties pursuant to the express written permission of the party who made available the source;
- IV. The parties will not disclose names, addresses, email address, telephone and fax numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions with such contacts revealed by the other party without the written consent of the other party; and
- V. The parties also undertake not to make use of a third party to circumvent this clause.

6. NOTICES

All notices are to be sent via email and confirmed sent via SMS with the following details;

Fodder Investments Pty Ltd
Email: chris.levick@foddercorp.com
Ph: 0428 151 897

LV Super Pty Ltd
Email: leoembalsado@hotmail.com
Ph: 0408 288 754

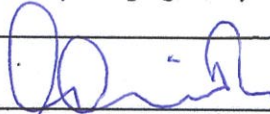
Email: vickyng1017@yahoo.com.au
Ph: 0401 742 400



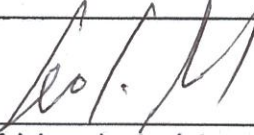
The parties agree that the Agreement as stated as above contains all relevant understanding of the terms of engagement by the parties;

SIGNED SEALED AND DELIVERED

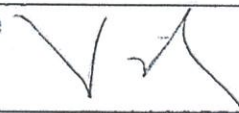
EXECUTED by FODDER Investments PTY LTD,
a company incorporated in Australia, ABN 609 603 438
In accordance with Section 127 of the
Corporations Act by being signed by:

Signature	
Full name of duly authorised signatory	
CHRIS LEVICK	
Office held: Director (Director, Secretary or Sole Director and Sole Company Secretary)	

EXECUTED by LVE Super Pty Ltd ATF LVE Super
a company incorporated in Australia, ABN 75 232 753 985
In accordance with Section 127 of the
Corporations Act by being signed by:

Signature	
Full name of duly authorised signatory	
Leo Embalsado	
Office held: Director (Director, Secretary or Sole Director and Sole Company Secretary)	

EXECUTED by LVE Super Pty Ltd ATF LVE Super
a company incorporated in Australia, ABN 75 232 753 985
In accordance with Section 127 of the
Corporations Act by being signed by:

Signature	
Full name of duly authorised signatory	
Wai Kei Embalsado	
Office held: Director (Director, Secretary or Sole Director and Sole Company Secretary)	