

THIS DEED is made this

day of

2013

B E T W E E N:-

ASTRA RESOURCES PLC (CN07620218) of 46 Tynte Street,
North Adelaide 5006 in the State of South Australia ("Astra").

AND

FULL EXPOSURE PTY LTD (A.C.N. 154 053 808) of Unit 31, 2-
6 Sherwin Avenue, Castle Hill 2154 in the State of New South
Wales ("Exposure").

AND

SDJB PTY LTD (A.C.N. 142 872 437) of 46 Tynte Street, North
Adelaide 5006 in the State of South Australia ("SDJB");

RECITALS

- A. On 19th September 2012 Astra commenced proceedings in the Federal Court of Australia Adelaide Registry in Action No. SAD239 of 2012 against Exposure. In that action Astra sought various injunctive relief and damages against Exposure.
- B. The said action was defended by Exposure.
- C. The parties have settled the action and related issues between them on the terms set out herein.

THE PARTIES HERETO AGREE AS FOLLOWS:-

1. INTERPRETATION

In this Deed, unless the contrary intention appears:-

- (a) words and expressions defined in this Deed have the meaning therein ascribed to them;
- (b) words importing any gender include all other genders;
- (c) words importing the singular include the plural and vice versa;
- (d) references to natural persons extend to and include their personal representatives, successors and permitted assigns;
- (e) references to companies extend to and include their successors and permitted assigns;
- (f) unless otherwise stated, monetary amounts expressed in Australian dollars.

2. SETTLEMENT

The parties agree to the following terms:-

- 2.1 That the parties shall on ^{11 September} ~~30th August~~ 2013 seek and consent to orders that:-

2.1.1 the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) paid by the

released by cheque made payable to Warmings Trust Account as soon as reasonably practicable.

2.1.2 That the injunctive orders made by the Federal Court 10th October 2012 be made permanent.

2.1.3 That Exposure's application to vary/amend the injunctive orders be withdrawn.

2.1.4 That the Affidavits of Richard Walker sworn 22nd May 2013 and 2nd July 2013 and filed in the Federal Court in the subject proceedings be uplifted from the Court file.

2.1.4 That Astra's claim shall be discontinued.

2.1.5 That each party shall bear its own costs.

2.2 That on or before 16th September 2013, SDJB shall pay a sum of ONE HUNDRED AND THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$137,500.00 AUD) inclusive of GST (the "settlement sum") to Exposure by electronic funds transfer in clear funds to Oliver Lane Consulting bank account numbered 033-009 456611.

2.3 The sum of FIFTY THOUSAND DOLLARS (\$50,000.00) payable to Warmings Trust Account in accordance with the terms above shall be retained in trust until payment and clearance of funds referred to in clause 2.2 above.

3. RELEASE

3.1 Subject to entry of the Court Orders referred to in clause 2.1 of this Deed (or like orders agreed between the parties) to payment and clearance of the settlement sum and compliance with the terms herein, upon entry of this Deed and in consideration thereof the parties mutually release and discharge each other from all actions, claims, demands, suits, causes of action and costs of whatsoever nature and howsoever and whensoever arising out of or connecting directly or indirectly with the claim and the proceedings.

3.2 Subject to the provisions of this Deed each of the parties hereto shall pay their own costs of the proceedings and generally and the parties shall not enforce any existing order for costs in the proceeding (if any).

4. GENERAL

4.1 This Deed is confidential and the parties hereto must not disclose the terms hereof nor any prior negotiations other than:

(a) to the Court, their Counsel, Solicitors, Mercantile Agent and Accountants;

(b) to such other person to whom they are legally obliged to make such

(c) to any other person in respect of whom prior written consent of all parties have been given.

- 4.2 Time is of the essence in performance of all obligations set out in the Deed.
- 4.3 The Deed is legally binding on the parties as at the time of their signature or execution.
- 4.4 The parties will execute and do all such further documents, instruments, acts and things as may be necessary or desirable to give full effect to the provisions of this Deed.
- 4.5 This Deed may be executed in several counterparts and each executed counterpart will be deemed an original of this Deed.
- 4.6 The terms of this Deed may not be amended save by way of a further Deed executed by all of the parties to this Deed.
- 4.7 Each party will be responsible for its own legal costs and expenses (if any) in connection with the preparation, completion and carrying into effect of this Deed.
- 4.8 Each of the parties covenant and warrant with and to the other that it is duly authorised and empowered to enter into the Deed and to bind itself to the provisions of this Deed.
- 4.9 This Deed is governed by and is to be construed in accordance with the laws from time to time in force in the State of South Australia. If a dispute arises the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts in that State and any courts competent to hear appeals therefrom.

5. NOTICE

Any notice to be given in connection with this Agreement shall be in writing and if it is to be given by the Astra may be signed by any solicitors for the time being acting for the Astra and if it is to be given by the Exposure shall be by hand of the Exposure personally or signed by the Exposure authorised agent or under the common seal of the Exposure or the hand of a director or secretary of the Exposure and may be served either:

- 5.1 personally; or
- 5.2 by posting the same by registered or certified mail to the party to whom the notice is directed at its address appearing in this Agreement or at any other address of which prior notification shall have been given by the addressee prior to the despatch of the said notice and any notice given by post shall be deemed to have been received by the party to whom it is addressed at the end of forty eight (48) hours after the same has been properly posted.

6. WAIVER



Any failure by either party to enforce the other party's strict performance or any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

7 **SEVERANCE**

If any provision or part of this Agreement shall be for any reason unlawful invalid or unenforceable the offending provision or part thereof shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

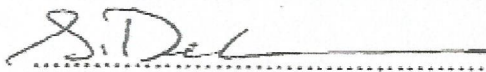
8. **CONDITION PRECEDENT**


This Deed shall not be binding up the parties until such time as a separate agreement between the parties and various other parties concerning confidentiality and disclosure has been agreed and executed by all parties to their mutual satisfaction.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names and affixed their seals on the day and year first hereinbefore mentioned.


EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)
ASTRA RESOURCES PLC (CN07620218))
by its Directors)

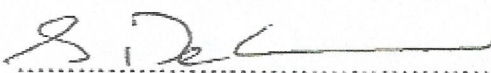

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Silvana De Cianni - Director


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Jaydeep Biswas - Director

SIGNED SEALED AND DELIVERED by)
FULL EXPOSURE PTY LTD)
(A.C.N. 154 053 808))
in accordance with Section 127 of the)
Corporations Act 2001)


.....
John Richard Carter - Sole Director

SIGNED SEALED AND DELIVERED by)
SDJB PTY LTD (A.C.N. 142 872 437))
in accordance with Section 127 of the)
Corporations Act 2001)


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Silvana De Cianni - Director


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Jaydeep Biswas - Director