

Forest Finance Pty Ltd

ACN 143 695 130

Forest Finance Pty Ltd LOAN APPLICATION PACK

Relating to the Willmott Forests Premium Forestry Blend - 2010 Project
ARSN 142 722 585

FOREST FINANCE LOAN APPLICATION MATERIALS

COMPLETING THE APPLICATION FORMS - CHECK LIST

Please submit completed application forms to:

Forest Finance Pty Ltd
Locked Bag 4011
South Melbourne Victoria 3205

Wealth Focus Pty Ltd
PO Box 760
Manly
NSW 1655
Tel: 1300 559869
AFSL: 314872

You must provide the following with your Loan Application:

Individual Applicants

- Complete, sign and witness Loan Application;
- Include Form 1 on page 75 of the Willmott Forests Premium Forestry Blend - 2010 Project PDS.

Include:

- One current pay slip and one 2009 (or 2008) tax return;
- or
- Two previous tax returns (being 2009 and 2008).

Note: a notice of assessment can be substituted for any one tax return.

- AML/CTF** Identification and Verification Documentation to be supported and provided by all applicants as set out in the AML/CTF Checklist.

Company, Trust or Super Fund Applicants

- Complete, sign and witness Loan Application;
- Include Form 2 or 3 (as applicable) on page 77 and 79 respectively of the Willmott Forests Premium Forestry Blend - 2010 Project PDS.

Include:

- Two previous tax returns (being 2009 and 2008);
- or
- Copies of previous two years signed accounts (being 2009 and 2008);

Note: a notice of assessment can be substituted for any one tax return.

- AML/CTF** Identification and Verification Documentation to be supported and provided by all applicants as set out in the AML/CTF Checklist.

If you have any queries, please feel free to contact our agent's Client Relations Team on **freecall 1800 801 866**.

ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING

QUESTIONS AND ANSWERS

What are the anti-money laundering laws?

The Government has introduced laws in the Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) Act 2006.

The laws require businesses that provide certain financial services to identify their customers before providing a service and report suspicious transactions.

What is money laundering?

Money laundering is the process criminals use to disguise the source of illegally obtained money so that it appears to have come from legitimate sources.

What is Terrorist Financing?

Terrorist Financing is the act of providing financial support to terrorists or terrorist organisations to enable them to carry out terrorist acts.

Why has the new legislation been introduced?

Australia has implemented laws to improve its existing anti-money laundering and counter terrorism financing system and bring it in line with international standards. The laws will make it harder for criminals to use the proceeds of crime and terrorists to receive money to carry out terrorist acts.

What does the new legislation mean for me?

When applying for a new product/s, individuals will need to provide verification information such as a certified copy of a passport or driver's licence. For non-individuals such as companies and trusts, more information will be required, for example a certified copy of an ASIC certificate of registration or trust deed. Please refer to page 3 for example of documents.

Can a Tax File Number be used to verify my identity?

A Tax File Number cannot be used or disclosed to establish or confirm your identity.

Will my personal information be safe?

All financial services providers covered by the new legislation are required to keep client information in a safe and secure environment, as required by the AML/CTF Act and the Privacy Act 1988 (Privacy Act). The Privacy Act covers the collection, use, disclosure, quality and security of personal information.

A copy of our Privacy Statement can be made available on request.

Who can certify your documents?

To have documents certified, please take the original documents and photocopies to any one of the following persons for him/her to certify that they are true and correct copies of the originals:

- a person who is enrolled on the roll of the Supreme Court of a State or Territory, or High Court of Australia, as a legal practitioner (however described);

- a postal agent; a permanent employee of the Australian Postal Corporation with two or more years of continuous service who is employed in an office supplying postal services to the public;
- a bank officer with two or more continuous years of service;
- a police officer;
- a Justice of the Peace;
- a finance company officer with two or more years continuous years of service;
- an officer with, or authorised representative of, a holder of an Australian financial services licence, having two or more continuous years of service with one or more licensees; and
- an accountant, a member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with two or more years of continuous membership.

The above is a non-exhaustive list obtained from Anti-Money Laundering and Counter Terrorism Financing Rules. Please contact us if you are unsure as to who is an appropriate person to certify your documents.

The authorised person will need to write in English. Certification must include the name, address, type of authority (i.e. dentist or pharmacist etc) and telephone number of certifying authority.

Faxed copies of certified documents do not comply with our identification requirements and are not acceptable.

FOREST FINANCE LOAN APPLICATION MATERIALS

AML/CTF CHECKLIST

You will need to provide us with the following identification material for AML/CTF purposes.

Please tick the relevant material you have attached with your Loan Application Form.

Individual

Please provide a certified copy of:

- An Australian Driver's Licence that contains a photograph of the licence/permit holder; or
- an Australian Passport; or
- a foreign Passport or similar travel documentation containing a photograph and the signature of the person.

Partnership

Please provide:

- the documentation required for individuals for one of the partners; and
- a certified copy or certified extract of the partnership agreement; or
- a certified copy or certified extract of minutes of a partnership meeting; and
- the full name and residential address of each partner in the partnership; and
- documentation evidencing the full business name of the partnership (where relevant).

Company

Please provide:

- a full company search of the ASIC database showing:
- the full name of the company and the ACN; and
- the registered office address of the company; and
- the principal place of business of the company; and
- the names of each director of the company; and
- if the company is listed, a search of the financial market.

Trust or superannuation fund

Please provide:

- a certified copy or certified extract of a trust deed confirming the full name of the trust, the type of trust (i.e. unit trust) and the country where the trust is established; and
- the name of each beneficiary or class of beneficiaries; and
- the full business name of the trustee; and
- if the trustee is an individual, please also provide documentation required for individuals (above); or
- if the trustee is a company, please also provide documentation required for companies (above).

APPLICATION DETAILS

Details of Loan for which you are applying (please complete details below)

12 Months Interest Free Loan x Forestry Interests @ \$5,000 each = \$ Principal Amount (plus Loan Establishment Fee)

Principal & Interest Loan x Forestry Interests @ \$5,000 each = \$ Principal Amount (plus Loan Establishment Fee)

Using: 3 year; or 5 year Principal & Interest Loan (please tick which option). Interest Rate only available at a variable rate

Note: please refer to the declarations made on page 7

Applicant 1 / Director 1

Mr Mrs Ms Miss Other

Last Name

First Name Second Name

Date of Birth Driver's Licence

Current Residential Address (not P.O. Box)

Suburb State Postcode

How many years have you been a resident at the above address?

Postal Address (if different from above)

Suburb State Postcode

Telephone BH Telephone AH Mobile

Email

Applicant 2 / Director 2

Mr Mrs Ms Miss Other

Last Name

First Name Second Name

Date of Birth Driver's Licence

Current Residential Address (not P.O. Box)

Suburb State Postcode

How many years have you been a resident at the above address?

Postal Address (if different from above)

Suburb State Postcode

Telephone BH Telephone AH Mobile

Email

Corporate / Trust Applicants (Director(s) to complete Applicant(s) details above)

Company Name or Trustee

Contact Person

Trust Name (ATF)

ABN/ACN

Telephone BH Mobile Facsimile

Email

Business Address

Suburb State Postcode

Postal Address (if different from above)

Suburb State Postcode

Number of Directors

FOREST FINANCE LOAN APPLICATION MATERIALS

Applicant 1 / Director 1

Residential Status

Owned Mortgage on home Boarding
 Renting Living with parents Other

Have you had legal proceedings taken against you for debt, been bankrupt or insolvent? If yes, provide details.

Name and address of nearest relative/friend in Australia **not** living with you.

Address

Suburb State Postcode

Telephone BH Telephone AH Mobile

Employment Details

Your Current Employer

Occupation

Number of years with current employer

Employment Status

Full Time Part Time Casual
 Self Employed Retired Other _____

Previous Employer

Number of years with previous employer

Particulars

Marital Status

Single Married Defacto

Spouse Name

Number of Dependents

Applicant 2 / Director 2

Residential Status

Owned Mortgage on home Boarding
 Renting Living with parents Other

Have you had legal proceedings taken against you for debt, been bankrupt or insolvent? If yes, provide details.

Name and address of nearest relative/friend in Australia **not** living with you.

Address

Suburb State Postcode

Telephone BH Telephone AH Mobile

Employment Details

Your Current Employer

Occupation

Number of years with current employer

Employment Status

Full Time Part Time Casual
 Self Employed Retired Other _____

Previous Employer

Number of years with previous employer

Particulars

Marital Status

Single Married Defacto

Spouse Name

Number of Dependents

Supporting Documentation Required

Please include all relevant supporting documentation including tax returns and pay slips as outlined on the Checklist on page 1.

- One current pay slip and one 2009 (or 2008) tax return; or
 Two previous tax returns (being 2009 and 2008).

A notice of assessment can be substituted for one tax return. Proof of identity as per AML/CTF identification information and documents refer to pages 2 - 3. **Processing of your application may be delayed if you do not supply this information with your application and may affect whether you are provided with your preferred loan.**

STATEMENT OF ASSETS AND LIABILITIES

Please duplicate this form if there is more than one applicant.

Statement of Income (Applicant and Spouse)

Current Gross Salary per annum (Applicant) \$

Gross Rental Income per annum \$

Other Income per annum \$ Specify Type:

Current Gross Salary per annum (Spouse if applicable) \$

Dividend Income per annum \$

Other Income per annum \$ Specify Type:

Statement of Assets and Liabilities (for Applicant ONLY)

ASSETS

Residential Property

Address

Postcode

Mortgage Provider	Date Purchased	Market Value
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> \$

Purchase Amount	Monthly Payments	Balance Owing
<input type="text"/> \$	<input type="text"/> \$	<input type="text"/> \$

Investment Property *(provide list if you have more than one investment property)*

Address

Postcode

Mortgage Provider	Date Purchased	Market Value
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> \$

Purchase Amount	Monthly Payments	Balance Owing
<input type="text"/> \$	<input type="text"/> \$	<input type="text"/> \$

OTHER ASSETS

Cash

<i>(on deposit at financial institutions)</i>	Value
<input type="text"/>	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$

Shares

<i>(provide list if your share portfolio is greater than two)</i>	Market Value
<input type="text"/>	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$

Vehicles

<i>(make and model)</i>	Insured Value
<input type="text"/>	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$

Home Contents

<i>(Insurer)</i>	Insured Value
<input type="text"/>	<input type="text"/> \$

Other Agribusiness

<i>(MIS)</i>	Purchase Price
<input type="text"/>	<input type="text"/> \$

Other Assets

<i>(Description)</i>	Market Value
<input type="text"/>	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$

MORTGAGES

OTHER LOANS

Shares - Investment Loan

Loan Provider	Monthly Payments	Balance Owing
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$

Vehicles Lease/Hire Purchase:

Loan Provider	Monthly Payments	Balance Owing
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$

Home Contents - Personal Loan:

Loan Provider	Monthly Payments	Balance Owing
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$

Agribusiness Loan:

Loan Provider	Monthly Payments	Balance Owing
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$

Other Loan/s:

Loan Provider	Monthly Payments	Balance Owing
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$
<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$

Credit Card	Issuer	Type	Limit	Outstanding
	<input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$
	<input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="text"/> \$

FOREST FINANCE LOAN APPLICATION MATERIALS

ADDITIONAL INFORMATION

Before completing or signing this Loan Application Form please read the Product Disclosure Statement and any supplementary PDS ("PDS") for the Willmott Forests Premium Forestry Blend - 2010 Project.

Declarations

By signing this Loan Application Form, each Borrower acknowledges and agrees:

- (a) that prior to completing this Loan Application Form the Borrower:
 - (i) has been given access to, and has read the PDS, whether in electronic or printed form;
 - (ii) understands that in relation to the Project, Willmott Forests Limited ("WFL") may accept or reject its application for Forestry Interests in whole or in part; and
 - (iii) has been given the opportunity to read, and has read this Loan Application Pack.
- (b) that Forest Finance Pty Ltd ("**Forest Finance**") may in its absolute discretion accept or reject this Loan Application in whole or in part for any reason;
- (c) that Forest Finance is under no obligation to accept the Loan Application;
- (d) in relation to a Loan Application that Forest Finance rejects for any reason, that Forest Finance may refer the Loan Application to Willmott Finance Pty Ltd (ABN 16 081 274 811) ("**Willmott Finance**") for Willmott Finance to accept under the terms of the Willmott Finance 12 Month Interest Free Loan Agreement or the equivalent Principal & Interest Loan Agreement (as the case may be) which are reproduced in the PDS (please note that the terms of the Willmott Finance Loan Agreements are reproduced in full in the PDS. If, however, Willmott Finance accepts a loan application under the terms of a Principal and Interest Loan Agreement which has been rejected by Forest Finance, the interest rates charged under the Willmott Finance Principal & Interest Loan Agreements will be reduced and be the same as the interest rates charged by Forest Finance as described in this Loan Application Pack);
- (e) that Forest Finance may, under the power of attorney given in this document, on or before 31 July 2010 refinance any loan which is provided by Willmott Finance so that you are then provided with a loan with Forest Finance on the terms that you have applied for in this Loan Application. You will not incur any additional fees or charges if Forest Finance elects to exercise this right. If you are provided with a 12 Month Interest Free Loan by Willmott Finance and Forest Finance refinances that loan with a Principal and Interest Loan as originally requested by you, then the new refinanced loan will run from the refinance date, and will end 3 or 5 years from 30 June 2010 consistent with your original request. The refinanced loan will have a short first interest period, during which interest will be charged as if you had in fact obtained on 30 June 2010 the loan you originally requested. This means that the principal and interest payments under the refinanced loan will be the same as they would have been under the loan you originally requested. As part of the refinance you authorise Forest Finance to pay to Willmott Finance the amount borrowed in satisfaction of the Loan being refinanced (if Forest Finance elects to refinance your loan, it will notify you in writing and where you were required to provide a guarantee with your original application, it will provide you with a new form of Guarantee to be signed and returned);
- (f) in relation to a Principal & Interest Loan provided by Forest Finance or Willmott Finance, that the interest rate is reviewed every 6 months and may increase as set out in the relevant Loan Agreement. If the interest rate does increase it will not be reduced in the future;
- (g) Forest Finance provides finance under the Forest Finance Principal & Interest Loans and the Forest Finance 12 Month Interest Free Loans attached to this Loan Application. Forest Finance is not related to WFL and does not have any responsibilities or liabilities under, or in relation to, the Project.

Privacy

Forest Finance and its agent WFL collect and use the personal information requested in the Loan Application Form and collected by any other means in the future for the primary purpose of assessing your eligibility to apply for a Loan, providing finance and administering your Loan. There are also a number of related purposes for which your personal information will be collected and these are to comply with Australian taxation laws, the Corporations Act, the Anti-Money Laundering and Counter-Terrorism Act 2006 (Cwlth) and other laws and regulations.

Forest Finance assesses your eligibility partly by undertaking credit reference checks. It is unable to process your application(s) and provide you with the requested finance without this information.

Forest Finance may disclose your information (or parts thereof) to external parties including:

- persons and companies who provide administrative, distribution and other services to it;
- persons and companies who act on its behalf in the operation of its business from time to time;
- Willmott Finance for the purpose of paragraph (d) above;
- government authorities or other bodies as required by the law; and
- credit reporting agencies.

Forest Finance may also disclose your information to external parties on your behalf, such as your financial adviser, unless you have instructed otherwise. If you default under the terms of your Loan Agreement, your personal information may be provided to an external Credit Reporting agency. Please contact our agent WFL should you wish to update, or request access to, your information or if you have any queries regarding this statement or the company's Privacy Policy.

Power of Attorney

I/we appoint any Officer for the time being of Forest Finance (ACN 143 695 130) c/- 249 Park Street, South Melbourne to be my/our attorney and in my/our name and on my/our behalf and as my/our act and deed to:

- complete the Loan Agreement in a manner that is consistent with this Loan Application including but not limited to dating and completing any blanks in the Loan Agreement;
- execute the Loan Agreement (on the terms of these declarations including executing a Loan Agreement for 30 June 2010 or where the loan is refinanced in accordance with paragraph (e));
- make amendments, alterations or additions to the Loan Agreement in a manner that is not inconsistent with this Loan Application; and
- if applicable, stamp and register this Power of Attorney.

I/We appoint any Officer for the time being of Willmott Forests Limited (ACN 063 263 650) of 249 Park Street, South Melbourne to be my/our attorney and in my/our name and on my/our behalf and as my/our act and deed to:

- complete the Loan Agreement under paragraph (d) in a manner that is consistent with the Loan Application including, but not limited to, dating and completing any blanks in the Loan Agreement;
- execute the Loan Agreement under paragraph (d) on the terms of these declarations;
- make amendments, alterations or additions to the Loan Agreement executed under paragraph (d) in a manner that is not inconsistent with this Loan Application; and
- if applicable, stamp and register this Power of Attorney.

I/we will agree to ratify and confirm whatever the relevant Attorney does in the exercise of the powers granted to it and agree to indemnify the relevant Attorney against all claims, demands, costs, damages, losses and expenses and consequent upon the exercise of the power granted by me/us.

Any person or corporation dealing with the relevant Attorney in good faith may accept a written statement signed by the relevant Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact. This power of attorney is irrevocable until the loan has been paid in full and is governed by the laws of Victoria.

Warranty

I/we warrant that all personal information including asset and liability information provided by me at the date of my application is true and correct.

Acknowledgment and authority that credit information may be given to a credit reporting agency.

I/we understand that Section 18E(8)(c) of the Privacy Act allows Forest Finance and its agent WFL to give a credit reporting agency certain personal information about me/us which I/we authorise Forest Finance and its agent WFL to do so. The information which may be given to a credit reporting agency is covered by Section 18E(1) of the Act and includes:

- (a) Identity particulars as permitted by the Privacy Commissioner's determination issued under Section 18E(3) of the Privacy Act.
- (b) The fact that I/we have applied for credit and the amount.
- (c) The fact that Forest Finance is a credit provider to me.
- (d) Payments which become overdue more than 60 days and for which debt collection action has started.
- (e) Advice that payments are no longer overdue.
- (f) In specified circumstances, that in the opinion of Forest Finance, I/we have committed a serious credit infringement.
- (g) That the credit provided to me/us by Forest Finance has been discharged.

Authority for Forest Finance to obtain certain credit information.

To enable Forest Finance to assess my/our application for personal or commercial credit, I/we authorise Forest Finance and its agent WFL:

- (a) To obtain from a credit reporting agency a credit report containing personal information about me in relation to personal credit provided by Forest Finance.
- (b) To obtain from a credit reporting agency a credit report containing personal credit information about me in relation to commercial credit provided by Forest Finance. This is in accordance with Section 18K(1)(b) of the Privacy Act.

- (c) To obtain a report containing information about my commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by Forest Finance. This is in accordance with Section 18L(4) of the Privacy Act.
- (d) To obtain a report from a credit reporting agency and other information in relation to my commercial credit activities.

Authority to exchange information with other credit providers.

In accordance with Section 18N(1)(b) of the Privacy Act, I authorise Forest Finance and its agent WFL to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my credit arrangements. I understand this information can include any information about my creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I understand the information may be used for the following purposes:

- (a) To assess an application by me for credit.
- (b) To assist me to avoid defaulting on my credit obligations.
- (c) To notify other credit providers of a default by me.
- (d) To assess my creditworthiness.

Authority to exchange information between Forest Finance and WFL and related bodies corporate

I/we agree that Forest Finance and WFL may disclose to and collect from each other our personal information (including credit information) and use that information for the purpose of providing me/us with the loan and performing their obligations and exercising their rights in connection with the loan and the PDS. I/we understand and agree that for this purpose Forest Finance and WFL may also share this information with related bodies corporate. Information will be shared in accordance with the Privacy Act.

Business purpose declaration

I/We declare that the credit to be provided to me/us by Forest Finance is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

Wealth Focus Pty Ltd

PO Box 760

Manly

NSW 1655

Tel: 1300 559869

AFSL: 314872

IMPORTANT

You should only sign this declaration if this loan is wholly and predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration, you may lose your protection under the National Consumer Credit Protection Act 2009 (Cwth)

Signature of Applicant 1/ Director 1

X

Applicant Name

Signature of Witness for Applicant 1 / Director 1

X

Witness Name

Date

Signature of Applicant 2/ Director 2

X

Applicant Name

Signature of Witness for Applicant 2 / Director 2

X

Witness Name

Date

FOREST FINANCE LOAN APPLICATION MATERIALS

DETAILS OF LOAN FOR WHICH YOU ARE APPLYING

Applicant Name

12 Months Interest Free Loan x Forestry Interests @ \$5,000 each = \$ Principal Amount (plus Loan Establishment Fee)

Principal & Interest Loan x Forestry Interests @ \$5,000 each = \$ Principal Amount (plus Loan Establishment Fee)

Using: 3 year; or 5 year Principal & Interest Loan (please tick which option). Interest Rate only available at a variable rate

Note: please refer to the declarations made on page 7

METHOD OF PAYMENT

Credit Card

Visa Mastercard

Cardholder Name

Card Number

Card Expiry Date

/

Daily Limit (if applicable)

Direct Debit - request and Authority to debit the account name below to pay Willmott Forests Limited:

Financial Institution

Account Name

Account Number

BSB Number (must be six digits)

-

Note: a 1% surcharge will apply for paying by credit card.

I/we request and authorise Willmott Forests Limited (APCA User ID 067742 ABN 17 063 263 650) to arrange, through its own financial institution, a debit to my/our nominated account any amount Willmott Forests Limited, as agent for Forest Finance, has deemed payable by me/us under the Loan Agreement. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account and held in the financial institution I/we have nominated and will be subject to the terms and conditions of the Direct Debit Service Agreement outlined in these Loan Application materials.

By signing and/or providing us with a valid instruction to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Willmott Forests Limited as set out in the Request and in your Direct Debit Service Agreement.

Wealth Focus Pty Ltd

PO Box 760

Manly

NSW 1655

Tel: 1300 559869

AFSL: 314872

If payments are being drawn from an account that requires more than one signature, both signatories must sign below.

Account Holder Signature

Account Holder Name

Date

Account Holder Signature

Account Holder Name

Date

Dealer / Financial Adviser Information (if applicable)

To ensure we can communicate your investment details to your Financial Planner / Adviser please complete the below:

Dealer Group

AFSL No.

Adviser Name

AFSL No.

Contact Name (if other than Adviser)

DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with Willmott Forests Limited (APCA User ID 067742 ABN 17 063 650) (“WFL”) on behalf of Forest Finance Pty Ltd. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

Definitions

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day the payment by you to us is due.

Debit payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between us and you.

Us or we means WFL, (the Debit User) you have authorised by requesting a Direct Debit Request.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request; or

We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.

1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the previous banking day. If you are unsure about which day your account has or will be debited you should contact WFL.

2. Amendments by us

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least thirty (30) days notification before the next debit day by writing to:

Forest Finance at Locked Bag 4011 South Melbourne Victoria 3205; or

- by telephoning us on freecall 1800 801 866 or 03 9696 1355 during business hours; or
- arranging it through your own financial institution, which is required to act promptly on your instructions.

4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

(a) you may be charged a fee and/or interest by your financial institution;

(b) you may also incur fees or charges imposed or incurred by us; and

(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on freecall 1800 801 866 or telephone 03 9696 1355 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take the matter up directly with your financial institution.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will undertake to refund amounts due.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.

6. Accounts

You should check:

(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;

(b) your account details which you have provided to us are correct by checking them against a recent account statement; and

(c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7. Confidentiality

7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should send a notice to Forest Finance at Locked Bag 4011 South Melbourne Victoria 3205.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the third banking day after posting.

LOAN AGREEMENT 12 Month Interest Free

Dated «AppAccepted»

Forest Finance Pty Ltd (ACN 143 695 130) (“Forest Finance“)

Investors details <<insert investor name>>

1. Parties - Forest Finance and the Borrower

Forest Finance Pty Ltd

ACN 143 695 130

C/- 249 Park Street, South Melbourne Victoria

Telephone - 03 9696 1355

Facsimile - 03 9696 5567

The Borrower - (I or we)

<<insert investor name>>

<<insert address>>

<<insert address>>

Forest Finance and the Borrower agree to be bound by the terms and conditions of this agreement as follows;

2. Definitions

Relevant payment and application information

Loan Application means the Loan Application Form dated <<insert date>> accepted by Forest Finance <<insert date>>.

Number of Monthly Payments is: 12 (twelve).

Monthly Payments is: \$ <<insert>>

Number of Forestry Interest(s) is: <<insert>>

Default Interest Rate is: 15.0% per annum.

Principal Amount is: \$<<insert>>

(Forestry Interest/s x \$5,000) repayable by the Monthly Payments.

Total Loan: \$<<insert>>

(Forestry Interest/s x \$5000).

Terms used in this Agreement

Administration Fee means a fee charged by Forest Finance and advised to the Borrower in accordance with clause 14.

Business Day means a business day in Melbourne.

Constitution means the constitution of the Project as amended from time to time.

Covenant means the covenants, agreements and obligations contained or implied in this Loan Agreement or the Guarantee Documents, or imposed by law to be observed and performed by any person other than Forest Finance.

Direct Debit Services Request Agreement means an agreement under which WFL, on behalf of Forest Finance, is authorised to arrange for funds to be debited from the Borrower's financial institution account.

Forestry Interest(s) means the number of Interest/s (as defined in the Constitution) for which I/we have applied pursuant to the Project Application and includes my/our present and future right, title and interest in any Assets (as defined in the Constitution) of the Project.

Guarantee Documents means the guarantee and indemnity provided by a Guarantor to Forest Finance in the form acceptable to Forest Finance.

Guarantor means any person that provides a guarantee and indemnity in relation to this Loan Agreement under the Guarantee Documents.

Loan Agreement means this agreement including the Loan Application.

Monies Owning means the residual balance of the Principal Amount, all interest and all other monies (including any Administration Fee and Loan Application Fee, if any) actually or contingently owing under the this Loan Agreement.

Mortgaged Property means the Forestry Interests (and any part thereof) and all other rights held by me/us as a member of the Project under the Constitution.

Payment Date means the last business day of the month in Victoria commencing July 2010.

Payment Method means the method indicated in the Loan Application.

Privacy Act means the Privacy Act 1988 (Cth).

Product Disclosure Statement means the product disclosure statement or other disclosure document in relation to the Project issued by WFL and any amendment or replacement of such.

Project means the Willmott Forests Premium Forestry Blend - 2010 Project ARSN 142 722 585.

Project Application means the application form attached to the Willmott Forests Premium Forestry Blend - 2010 Project Product Disclosure Statement dated 7 April 2010 and accepted by WFL.

Security Interest means any security for the payment of money or a performance of an obligation, including a mortgage, charge, pledge, trust or power. It also includes a guarantee or indemnity.

Tax means any tax, levy, impost, stamp or transaction or other duty, charge, deduction or withholding of any kind whatsoever imposed or levied by any government body, including any goods and services tax, together with any related interest, fines, penalties and expenses.

Trees means the trees referred to in the Product Disclosure Statement.

WFL means Willmott Forests Limited (ABN 17 063 263 650).

3. Advances

- (a) Forest Finance will advance to me/us an amount equal to the Principal Amount in order to meet my/our payment obligations under the Project Application. Forest Finance will make this advance on 30 June 2010 (or on 29 July 2010 or any other refinancing date where this Loan Agreement is a refinancing loan as described in the Loan Application) and into the account nominated by WFL.

- (b) I/We acknowledge and declare that the terms for payment of Monies Owing have been advanced to me/us pursuant to this Loan Agreement as a holder of Forestry Interests in the Project.
- (c) I/We acknowledge that Forest Finance has relied on the information in the Loan Applications in determining whether or not to enter into this Loan Agreement and to make the advance under this clause.
- (d) Forest Finance is not related to WFL and has no responsibilities or liability under or in relation to the Project.
- (e) Where this Loan Agreement is a refinancing loan as described in the Loan Application, then for all purposes under this agreement, the period from the advance until the first Payment Date will be taken to be a month (despite the fact that it is a shorter period).

4. Conditions precedent

I/We agree that the advance described in clause 3(a) will not be made unless Forest Finance is satisfied that:

- (a) the Project Application has been, or will be, accepted by WFL;
- (b) the Loan Application has been accepted by Forest Finance;
- (c) this Loan Agreement has been executed by me/us, or by Forest Finance on our behalf pursuant to an irrevocable power of attorney given by me/us to Forest Finance to execute the Loan Agreement on my/our behalf;
- (d) I/We have provided an irrevocable power of attorney to Forest Finance to execute all the relevant agreements (if any) in relation to the Loan Application and the Loan Agreement on my/our behalf; and
- (e) any Guarantee Documents that are required to be executed by the Guarantors at the request of Forest Finance have been executed.

5. Agreement

I/We agree:

- (a) to pay the Principal Amount by the Monthly Payments on each Payment Date by the Payment Method indicated by me/us on the Loan Application and in accordance with this Loan Agreement;
- (b) to pay Default Interest calculated and accrued daily on the Monies Owing pursuant to clause 7(b)(i);
- (c) to make any payments without set-off or counterclaim and free and clear of any withholding or deduction for taxes unless that is prohibited by law in immediately available funds to the account or address notified to me/us by Forest Finance;
- (d) to pay all of the reasonable costs, charges and expenses of Forest Finance in exercising any of its rights under and enforcing the Loan Application or this Loan Agreement (including legal costs on a full indemnity basis, and all internal and external investigative costs incurred in reviewing or enforcing any of its rights under the Agreement) and all stamp and transaction duties, registration fees and taxes on or in connection with the Mortgaged Property or the

Loan Application or any other document or arrangement in connection herewith. I/We agree it is not necessary for Forest Finance to incur expense before making a claim under this clause;

- (e) to indemnify Forest Finance for any fees, charges or expenses incurred in processing payments using the Payment Method;
- (f) if requested by Forest Finance, to execute all such further documents and provide such other assistance and information as requested by Forest Finance to register the mortgage contained in this Loan Agreement, to ensure that the mortgage is perfected, enforceable and otherwise effective, to give Forest Finance control over the Mortgaged Property, in order to substitute or vary the terms set out in this Loan Agreement, or in order to provide additional security of payment of the Monies Owing;
- (g) if requested by Forest Finance to provide Forest Finance with satisfactory Guarantee Documents for better securing payment of the Monies Owing and to procure that Guarantors execute the Guarantee Documents within the specified time;
- (h) that any obligation imposed upon me/us by the terms of this Loan Agreement and the Loan Application is a joint and several obligation. This includes repayment of any Monies Owing;
- (i) to ensure I/we are not in default under this Loan Agreement or the Constitution; and
- (j) not to take any positive steps that may jeopardise or affect any obligations under this Loan Agreement.

6. Mortgage

- (a) In consideration of the terms of payment I/we, as mortgagor and as beneficial owner mortgages to Forest Finance by way of equitable assignment all my/our right, title and interest in the Mortgaged Property to hold for the purpose of securing the payment of all Monies Owing and the performance of my/our obligations herein. I/We agree to comply on time with the terms of the Loan Application, and this Loan Agreement.
- (b) For the purpose of giving you control of the Mortgaged Property I/we authorise you as my/our attorney under clause 18 to instruct the responsible entity of the Project to effect any transfer or other dealing with the Mortgaged Property. Forest Finance may register this mortgage in any way it sees fit.
- (c) I/We agree not to create or allow to exist any Security Interest or other interest in the Mortgaged Property except as set out in this Loan Agreement and not to dispose (or agree to dispose) or part with possession of the Mortgaged Property without Forest Finance's prior written consent.
- (d) I/We warrant that I/we have the power to grant the Security Interest and I/we undertake not to grant, and have not granted, any other Security Interest over the Mortgaged Property (other than to Forest Finance) without the consent of Forest Finance.

7. Default

- (a) I/We agree that we will be in default of the terms of this Loan Agreement if:

FOREST FINANCE LOAN APPLICATION MATERIALS

(i) I/We or the Guarantor (as applicable) do not pay any Monies Owning by the time and in the manner required by this Agreement;

(ii) I/We or the Guarantor (as applicable) breach my/our or the Guarantor's Covenants which is not capable of remedy;

(iii) I/We or the Guarantor (as applicable) breach my/our or the Guarantor's Covenants which is capable of remedy, other than a failure to pay money, is not remedied within 5 Business Days after written notice is given to me/us or the Guarantor by Forest Finance requiring me/us or the Guarantor to remedy the default;

(iv) any representation, warranty or statement made or deemed to be made by me/us or the Guarantor in this Loan Agreement of the Guarantee Documents proves to be untrue in a material respect when made or deemed made (whether the lack of correctness is apparent at the time or becomes apparent subsequently);

(v) I/We or the Guarantor (as applicable) otherwise fail to comply with the terms of this Loan Agreement;

(vi) I/We or the Guarantor (as applicable) do something I/we have agreed with you not to do or do not do something I/we have agreed with you to do;

(vii) I/We or the Guarantor (as applicable) (or either of us) become insolvent or bankrupt or commit an act of bankruptcy or steps are taken to do any of the above;

(viii) any information I/we or the Guarantor (as applicable) have given to Forest Finance in support of my/our Loan Application is in any way incorrect or misleading;

(ix) Forest Finance reasonably believes that I/we or the Guarantor (as applicable) or another person has acted fraudulently in connection with this Loan Agreement or the Mortgaged Property;

(x) I/we or a Guarantor (as applicable) is in default under the provisions governing the Mortgaged Property;

(xi) Forest Finance believes on reasonable grounds that urgent action is necessary to protect any Mortgaged Property;

(xii) Forest Finance reasonably believes that my/our ability or the ability of the Guarantor to comply with this Loan Agreement has been reduced due to a change in my/our or the Guarantor's assets or financial position; or

(xiii) I/we or the Guarantor (as applicable) die.

(b) If I/We are in default of the terms of this Loan Agreement:

(i) Forest Finance may give me/us a notice that we are in default. Upon the giving of the notice, to the extent not already due for payment, the Monies Owning shall become immediately due and payable; and/or

(ii) Forest Finance may do one or more of the following as well as anything else the law allows Forest Finance to do as a mortgagee:

(I) take legal action to recover the Monies Owning;

(II) take possession of the Mortgaged Property and give notice or take any other step necessary to perfect the mortgage;

(III) do anything an owner or receiver or receiver and manager of the Mortgaged Property could do, including improving, selling or leasing it;

(IV) appoint a receiver or receiver and manager to do any of these things and anything else the law allows a receiver or manager to do; or

(V) notify any credit reporting agency of your default.

8. Secondary Market

(a) I/We acknowledge that there may be no secondary market for the Mortgaged Property. In the event of Forest Finance (or any assignee, agent or transferee of Forest Finance) exercising its rights under this Loan Agreement, a sale price may be accepted by Forest Finance as bona fide and reasonable if certified as such by an experienced person in valuing assets of a like nature. If Forest Finance or a receiver or receiver and manager exercise Forest Finance rights under the Loan Application or this Loan Agreement, neither Forest Finance nor the receiver is liable to account as mortgagee in possession. Forest Finance may give up possession of the Mortgaged Property at any time.

(b) If a law provides that a period of notice or lapse of time must be stipulated or fixed by this Loan Agreement before a right, power or remedy is exercised, seven days is stipulated and fixed as that period of notice or lapse of time.

9. Obligations

I/We acknowledge that our obligations under this Loan Agreement are personal and that they may not be assigned, transferred or dealt with in any manner without the written consent of Forest Finance.

10. Guarantees

(a) Where there is Guarantor that Guarantor gives the guarantee and indemnity set out in the relevant Guarantee Documents.

(b) Each Guarantor confirms that it has had regard to the important notice for Guarantors set out in the Guarantee Documents

(c) Each Guarantor that is a trustee gives the representations and warranties set out in clause 7 of the Guarantee Documents.

(d) Each Guarantor gives the information acknowledgements and consents set out in Guarantee Documents.

11. Representations and Warranties

I/We and the Guarantor (as applicable) represents and warrants that:

(a) where I/we or the Guarantor is an individual, that I/we and the Guarantor are not an undischarged bankrupt and has not assigned its estate or entered into any arrangements or composition for the benefit or creditors;

(b) where I/we or the Guarantor is an individual, that I/we and

the Guarantor is not less than eighteen years of age;

- (c) where I/we or the Guarantor is a company that:
- (i) I/we or the Guarantor (as relevant) is duly registered and remains in existence;
 - (ii) the execution, delivery and performance of the Loan Agreement and/or the Guarantee Documents to which I/we or the Guarantor is a party does not violate the relevant Constitution or any relevant law applying to it and, if I/we or the Guarantor or any of my/our or the Guarantor's subsidiaries is listed on the Australian Stock Exchange Limited or on any other stock exchange, those listing requirements or business rules;
 - (iii) I/We or the Guarantor (as relevant) has taken all corporate and other action required to enter into this Loan Agreement or the Guarantee Documents to which I/we or the Guarantor is a party and to authorise the execution and delivery of this Loan Agreement or Guarantee Document and the satisfaction of my/our of the Guarantor's obligations under them; and
 - (iv) I/We or the Guarantor (as relevant) has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all those filings are current, complete and accurate.
- (d) I/We and the Guarantor (as applicable) have the authority to sign and enter into this Loan Agreement and/or Guarantee Documents (as relevant).

12. Default Interest

Default interest shall be calculated daily at the Default Interest Rate from and including the date on which the overdue amount was due for payment until the date on which the overdue amount is received in cleared funds, and accrued daily.

13. Payments and Accounts

- (a) I/We acknowledge and agree that any amounts payable by me/us under this Loan Agreement may be debited by Forest Finance directly from the account nominated by me/us in the Loan Application.
- (b) I/we will advise Forest Finance of any changes to these account details as soon as practicable.

14. Administration Fee

Forest Finance may charge me/us an Administration Fee where a Monthly Payment or any other repayment which is due under the terms of this Loan Agreement is rejected by my/our financial institution. A rejection includes but is not limited to a dishonoured cheque or rejection of any other direct debit facility arrangement (including credit card facilities). This Administration Fee is in addition to what I/we may be charged by my/our financial institution under the Direct Debit Services Request Agreement.

15. Transfer of Interest, agency

- (a) I/We must not assign, create any interest in or otherwise deal with all or any of my/our rights under this Loan Agreement without the prior written consent of Forest Finance.
- (b) Forest Finance may assign, create any interest in or

otherwise deal with all or any of its rights under this Loan Agreement (including without limitation the Mortgaged Property) at any time as it sees fit. Forest Finance may, without the consent of or notice to us, assign, transfer, sub-participate or otherwise deal with any of its rights under this Loan Agreement (including without limitation the Mortgaged Property) to a trustee of a trust, a company or any other entity, including without limitation any entity which is established for the purpose of securitisation.

- (c) Any assignment by Forest Finance may be made free from any equities, set-off or cross claim. Forest Finance may disclose any confidential information in respect of this Loan Agreement or us to any potential assignee, participant or sub-participant of Forest Finance's rights under this Loan Agreement or to any other person who is considering taking an interest in or otherwise entering into any arrangements with Forest Finance (including in each case any employee, agent or independent contractor engaged by any such person) in respect of or relating to this Loan Agreement.
- (d) Any person to whom our rights are transferred will acquire the rights under this Loan Agreement that are no greater than ours were at the time of transfer.
- (e) Forest Finance may appoint another party to act as its agent and may enter into this agreement and exercise any right or power under this agreement (including without limitation in relation to anti-money laundering, privacy and a right to act as my/our attorney) through that agent.

16. Discharge

Forest Finance will discharge this Loan Agreement and release any Mortgaged Property when all of the terms and conditions of this Loan Agreement have been complied with including the repayment of all Monies Owing.

17. Early Repayment

Early repayments of the Monies Owing (in whole or in part) may not take place except as permitted by Forest Finance, in its sole discretion.

18. Forest Finance as attorney

I/We hereby irrevocably appoint Forest Finance to be my/our attorney to:

- (a) execute any deed, assignment, contract or document or do any other act in connection with the Mortgaged Property or this Loan Agreement or to do any other act required of me/us under the terms of the Loan Application as set out in this Loan Agreement;
- (b) where there is default under this Loan Agreement do anything that ought to be done or may be done by me/us under this Loan Agreement including demand, sue for, recover and receive the Mortgaged Property from any person, in my/our name and to take any further action necessary or desirable to secure more satisfactorily the performance or my/our obligations or the payment of the Monies Owing or to sell or otherwise deal with the Mortgaged Property; and
- (c) appoint (and remove at will) at any time any person as a substitute for an attorney.

Forest Finance or any agent or attorney of Forest Finance may

FOREST FINANCE LOAN APPLICATION MATERIALS

exercise its powers even if Forest Finance or its agent or attorney has a conflict of duty or has a direct or personal interest in the means or result of that exercise of power. I/We agree to ratify anything done by Forest Finance or its agent or attorney delegate pursuant to this clause.

19. Act jointly

Forest Finance and any receiver may exercise any of its powers under this Loan Agreement or Guarantee Document or under any law in conjunction with the exercise of similar powers by the holder of any other Security Interest or by any receiver or receiver and manager appointed by that other holder and may enter into and give effect to agreements and arrangements with that holder, receiver or receiver and manager as Forest Finance or the relevant receiver thinks fit.

20. Trustee warranties

If I/we enter into this Loan Agreement or provide any related security as trustee of any trust, I/we represent and warrant that, or where relevant undertake to ensure:

- (a) I/We have power under the deed constituting the trust (the "Trust Deed") and have obtained any authorisations necessary to enter into and comply with my/our obligations under this Loan Agreement, and any related security;
- (b) I/We have a right to be fully indemnified out of the assets of the trust (the "Trust Fund") in respect of obligations incurred by me/us under this Loan Agreement, any related security, and the Trust Fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which I/we have a right to be indemnified out of the Trust Fund;
- (c) I/We am/are not, and never have been, in default under the Trust Deed;
- (d) I/We have carefully considered the purpose of this Loan Agreement, any related security and consider that entry into those documents is for the benefit of the beneficiaries and the terms of those documents are fair and reasonable;
- (e) at Forest Finance's request, I/we agree to exercise my/our right of indemnity from the Trust Fund and the beneficiaries of the trust in respect of obligations incurred by me/us under this Loan Agreement, any related security; and
- (f) I/We will not do anything which effects or facilitates the retirement, removal or replacement of me/us as trustee of the Trust, or could affect my/our right of indemnity from the Trust Fund in respect of obligations incurred by me/us under this Loan Agreement, any related security; or effects or facilitates the termination of the trust, variation of the Trust Deed; or the resettlement of the Trust Fund.

21. Notices

- (a) Any notice, certificate, consent, approval or other communication between us must be in writing and where directed to me/us may be left at my/our residential or business address last known to Forest Finance, sent by post to my/our postal or residential or business address last known to you or given in any other way permitted by law.
- (b) A communication is taken to have been given in the case of a communication personally on the date it is given or if sent by post on the day it should have been delivered in the ordinary course of post.

(c) If directed by Forest Finance communications may be sent by email to the last notified email address of Forest Finance or of me/us.

(d) An email will be taken to be received:

(i) when the sender receives an automated message confirming delivery; or

(ii) four hours after the time sent (as recorded on the device from which the sender sends the email) unless the sender receives an automated message that the email has not been delivered,

whatever happens first.

(e) Forest Finance may serve any document in a court action on me/us by leaving it at my/our residence or business address last known to Forest Finance.

22. Certificates

Forest Finance may give me/us a certificate about a matter or about an amount payable under the Loan Application or as set out in this Loan Agreement. The certificate is sufficient evidence of the matter or amount unless it is proven to be incorrect. If Forest Finance does not exercise a right or remedy fully at any given time it can still exercise it later. Forest Finance will not be liable for loss caused by the exercise or attempt to exercise or failure to exercise or delay in exercising a right or remedy. Forest Finance's rights and remedies under the Loan Application as set out in this Loan Agreement are in addition to any other rights and remedies Forest Finance may have at law. This Loan Agreement or a right created hereunder may not be waived or varied except in writing.

23. Jurisdiction

The terms of this Loan Agreement are governed by the law of Victoria. I/We submit to the non exclusive jurisdiction of the courts of Victoria.

24. Taxes

I/We must, on demand, pay or reimburse Forest Finance for all Taxes (excluding any Tax on the overall net income of Forest Finance) and fees (including, without limitation, registration fees) together with any related fines and penalties which may be payable or determined to be payable in connection with this Loan Agreement or any payment or receipt or other transaction contemplated by this Loan Agreement.

25. Privacy

Acknowledgment and authority that credit information may be given to a credit reporting agency.

I/we understand that Section 18E(8)(c) of the Privacy Act allows Forest Finance (and any agent or attorney of Forest Finance) to give a credit reporting agency certain personal information about me/us which I/we authorise Forest Finance to do either itself or through an agent or attorney. The information which may be given to a credit reporting agency is covered by Section 18E(1) of the Act and includes:

(a) Identity particulars as permitted by the Privacy Commissioner's determination issued under Section 18E(3) of the Privacy Act;

(b) the fact that I/we have applied for credit and the amount;

- (c) the fact that Forest Finance is a credit provider to me;
- (d) payments which become overdue more than 60 days and for which debt collection action has started;
- (e) advice that payments are no longer overdue;
- (f) in specified circumstances, that in the opinion of Forest Finance, I/we have committed a serious credit infringement; and
- (g) that the credit provided to me/us has been discharged.

Authority for Forest Finance to obtain certain credit information.

To enable Forest Finance and any agent or attorney of Forest Finance to assess my/our application for personal or commercial credit, I/we authorise Forest Finance and any agent or attorney of Forest Finance:

- (a) to obtain from a credit reporting agency a credit report containing personal information about me in relation to personal credit provided by Forest Finance;
- (b) to obtain from a credit reporting agency a credit report containing personal credit information about me in relation to commercial credit provided by Forest Finance. This is in accordance with Section 18K(1)(b) of the Privacy Act;
- (c) to obtain a report containing information about my commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by Forest Finance. This is in accordance with Section 18L(4) of the Privacy Act; and
- (d) to obtain a report from a credit reporting agency and other information in relation to my commercial credit activities.

Authority to exchange information with other credit providers.

In accordance with Section 18N(1)(b) of the Privacy Act, I authorise Forest Finance and any agent or attorney of Forest Finance to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my credit arrangements.

I understand this information can include any information about my creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I understand the information may be used for the following purposes:

- (a) to assess an application by me for credit;
- (b) to assist me to avoid defaulting on my credit obligations;
- (c) to notify other credit providers of a default by me; and
- (d) to assess my creditworthiness.

Authority to exchange information between Forest Finance and WFL and related bodies corporate.

I/we agree that Forest Finance and WFL may disclose to and collect from each other our personal information (including credit

information) and use that information for the purpose of providing me/us with the loan and performing their obligations and exercising their rights in connection with the loan and the Product Disclosure Statement. I/we understand and agree that for this purpose Forest Finance and WFL may also share this information with related bodies corporate. Information will be shared in accordance with the Privacy Act.

26. Interpretation

- (a) Words used as singular may mean plural and vice versa.
- (b) Capitalised terms not defined have the meaning given to them in the Constitution constituting the Project and/or the Product Disclosure Statement.

FOREST FINANCE LOAN APPLICATION MATERIALS

LOAN AGREEMENT

Principal and Interest

Dated «AppAccepted»

Forest Finance Pty Ltd (ACN 143 695 130) ("Forest Finance")

Investors details <<insert investor name>>

1. Parties - Forest Finance and the Borrower

Forest Finance Pty Ltd

ACN 143 695 130

C/- 249 Park Street, South Melbourne Victoria

Telephone - 03 9696 1355

Facsimile - 03 9696 5567

The Borrower - (I or we)

<<insert investor name>>

<<insert address>>

<<insert address>>

Forest Finance and the Borrower agree to be bound by the terms and conditions of this agreement as follows;

2. Definitions

Relevant payment and application information

Loan Application means the Loan Application Form dated <<insert date>> and accepted by Forest Finance «on AppAccepted».

Daily Interest Rate means the Initial Rate and thereafter on each 1 June and 1 December during the term, the rate will be reset to a rate which is the higher of the rate applying immediately before the reset date and:

- (a) where the Number of Monthly Payments at commencement is 36, if the BBSW 180 day average rate as published in the Australian Financial Review exceeds 5% on the reset date, the prevailing BBSW 180 days average rate plus 730 basis points; and
- (b) where the Number of Monthly Payments at commencement is 60, if the BBSW 180 day average rate as published in the Australian Financial Review exceeds 5% on the reset date, the prevailing BBSW 180 days average rate plus 930 basis points.

If the BBSW 180 day average rate as published in the Australian Financial Review is equal to or less than 5% on the reset date then the rate applying immediately before the reset continues to apply.

Initial Rate means the following rates determined by Forest Finance on 30 June 2010:

- (a) Where the Number of Monthly Payments at commencement is 36, the rate of 12% per annum provided that the BBSW 180 days average rate as published by the Australian Financial Review does not exceed 5%. If the BBSW 180 days average rate exceeds 5% on 30 June, then the rate is equal to the prevailing BBSW 180 days average rate plus 730 basis points.

- (b) Where the Number of Monthly Payments at commencement is 60, the rate of 14% per annum provided that the BBSW 180 days average rate as published by the Australian Financial Review does not exceed 5%. If the BBSW 180 days average rate exceeds 5%, then the rate is equal to the prevailing BBSW 180 days average rate plus 930 basis points.

Loan Application Fee the higher of:

- (a) \$250; and
- (b) 0.30% of the Principal Amount.

Number of Monthly Payments at commencement is:

<<insert>>.

Number of Forestry Interests is: «HWoodlotsTotal».

Default Interest Rate is: 5% per annum and is in addition to the Daily Interest Rate.

Principal Amount: «TermsPrincipal» repayable by payment of the Monthly Payments.

Total Loan: <<total loan>> ((Forestry Interest x \$5000) + Loan Application Fee)

Terms used in this agreement

Administration Fee means a fee charged by Forest Finance and advised to the Borrower in accordance with clause 15.

Business Day means a business day in Melbourne.

Constitution means the constitution of the Project as amended from time to time.

Covenant means the covenants, agreements and obligations contained or implied in this Loan Agreement or the Guarantee Documents, or imposed by law to be observed and performed by any person other than Forest Finance.

Direct Debit Services Request Agreement means an agreement under which WFL, on behalf of Forest Finance, is authorised to arrange for funds to be debited from the Borrower's financial institution account.

Forestry Interest(s) means the Number of Forestry Interest/s for which I/we have applied pursuant to the Project Application and includes my/our present and future right, title and interest in Assets (as defined in the Constitution) of the Project.

Guarantee Documents means the guarantee and indemnity provided by a Guarantor to Forest Finance in the form acceptable to Forest Finance.

Guarantor means any person that provides a guarantee and indemnity in relation to this Loan Agreement under the Guarantee Documents.

Loan Agreement means this agreement including the Loan Application.

Monies Owing means the residual balance of the Principal Amount, all interest and all other monies (including any Administration Fee and Loan Application Fee, if any) actually or contingently owing under this Loan Agreement.

Monthly Payments means the amount or amounts separately notified to the Borrower as the Monthly Payment for the purposes of this Loan Agreement from time to time. Principal and interest

repayments will be calculated on the basis of the projected amount required to amortize the Residual Loan Balance during the term of the loan and any fees or charges imposed on Forest Finance by its financiers as a result of a breach or default by the Borrower. The Monthly Payments will include interest on the outstanding Principal Amount calculated at the Daily Interest Rate on the basis of actual days elapsed and a year of 365 days. Where this Loan Agreement is a refinancing loan as described in the Loan Application, interest during the period from the advance until the first Payment Date is calculated at the Daily Interest Rate as though the advance had been made on 30 June 2010.

Mortgaged Property means the Forestry Interests (and any part thereof) and all other rights held by me/us as a member of the Project under the Constitution.

Payment Date means the last business day of the month in Victoria commencing July 2010.

Payment Method means the method indicated in the Loan Application.

Privacy Act means the Privacy Act 1988 (Cth).

Product Disclosure Statement means the product disclosure statement or other disclosure document in relation to the Project issued by WFL and any amendment or replacement of such.

Project means the Willmott Forests Premium Forestry Blend - 2010 Project ARSN 142 722 585.

Project Application means the application form attached to the Willmott Forests Premium Forestry Blend - 2010 Project Product Disclosure Statement dated 7 April 2010 and accepted by WFL.

Security Interest means any security for the payment of money or a performance of an obligation, including a mortgage, charge, pledge, trust or power. It also includes a guarantee or indemnity.

Tax means any tax, levy, impost, stamp or transaction or other duty, charge, deduction or withholding of any kind whatsoever imposed or levied by any government body, including any goods and services tax, together with any related interest, fines, penalties and expenses.

Trees means the trees referred to in the Product Disclosure Statement.

WFL means Willmott Forests Limited ABN 17 063 263 650.

3. Advances

- (a) Forest Finance will advance to me/us an amount equal to the Principal Amount in order to meet my/our payment obligations under the Project Application. Forest Finance will make this advance on 30 June 2010 (or on 29 July 2010 or any other refinancing date where this Loan Agreement is a refinancing loan as described in the Loan Application) and into the account nominated by WFL.
- (b) I/We acknowledge and declare that the terms for payment of Monies Owing have been advanced to me/us pursuant to this Loan Agreement as a holder of Forestry Interests in the Project.
- (c) I/We acknowledge that Forest Finance has relied on the information in the Loan Applications in determining whether or not to enter into this Loan Agreement and to make the advance under this clause.

- (d) Forest Finance is not related to WFL and has no responsibility or liabilities under or in relation to the Project.
- (e) Where this Loan Agreement is a refinancing loan as described in the Loan Application, then for all purposes under this agreement, the period from the advance until the first Payment Date will be taken to be a month (despite the fact that it is a shorter period).

4. Conditions Precedent

I/We agree that the advance described in clause 3(a) will not be made unless Forest Finance is satisfied that:

- (a) the Project Application has been, or will be, accepted by WFL;
- (b) the Loan Application has been accepted by Forest Finance;
- (c) this Loan Agreement has been executed by me/us, or by Forest Finance on our behalf pursuant to an irrevocable power of attorney given by me/us to Forest Finance to execute the Loan Agreement on my/our behalf;
- (d) I/We have provided an irrevocable power of attorney to Forest Finance to execute all the relevant agreements (if any) in relation to the Loan Application and the Loan Agreement on my/our behalf; and
- (e) any Guarantee Documents that are required to be executed by the Guarantors at the request of Forest Finance have been executed.

5. Agreement

I/We agree:

- (a) to pay the Monthly Payments on each Payment Date by the Payment Method indicated by me/us on the Loan Application and in accordance with this Loan Agreement;
- (b) to pay Default Interest calculated and accrued daily on the Monies Owing pursuant to 7(b)(i);
- (c) to make any payments without set-off or counterclaim and free and clear of any withholding or deduction for taxes unless that is prohibited by law in immediately available funds to the account or address notified to me/us by Forest Finance;
- (d) to pay all of the reasonable costs, charges and expenses of Forest Finance in exercising any of its rights under and enforcing the Loan Application or this Loan Agreement (including legal costs on a full indemnity basis, and all internal and external investigative costs incurred in reviewing or enforcing any of its rights under the Agreement) and all stamp and transaction duties, registration fees and taxes on or in connection with the Mortgaged Property or the Loan Application or any other document or arrangement in connection herewith. I/We agree it is not necessary for Forest Finance to incur expense before making a claim under this clause;
- (e) to indemnify Forest Finance for any fees, charges or expenses incurred in processing payments using the Payment Method;
- (f) if requested by Forest Finance, to execute all such further documents and provide such other assistance and

FOREST FINANCE LOAN APPLICATION MATERIALS

information as requested by Forest Finance to register the mortgage contained in this Loan Agreement, to ensure the mortgage is perfected, enforceable and otherwise effective, to give Forest Finance control over the Mortgaged Property, in order to substitute or vary the terms set out in this Loan Agreement, or in order to provide additional security of payment of the Monies Owing;

- (g) if requested by Forest Finance to provide Forest Finance with satisfactory Guarantee Documents for better securing payment of the Monies Owing and to procure that Guarantors execute the Guarantee Documents within the specified time;
- (h) that any obligation imposed upon me/us by the terms of this Loan Agreement and the Loan Application is a joint and several obligation. This includes repayment of any Monies Owing;
- (i) to ensure I/we are not in default under this Loan Agreement; and
- (j) not to take any positive steps that may jeopardise or affect any obligations under this Loan Agreement.

6. Mortgage

- (a) In consideration of the terms of payment I/we, as mortgagor and as beneficial owner mortgages to Forest Finance by way of equitable assignment all my/our right, title and interest in the Mortgaged Property to hold for the purpose of securing the payment of all Monies Owing and the performance of my/our obligations herein. I/We agree to comply on time with the terms of the Loan Application, and this Loan Agreement.
- (b) For the purpose of giving you control of the Mortgaged Property I/We authorise you as our attorney under clause 20 to instruct the responsible entity of the Project to effect any transfer or other dealing with the Mortgaged Property. Forest Finance may register this mortgage in any way it sees fit.
- (c) I/We agree not to create or allow to exist any Security Interest or other interest in the Mortgaged Property except as set out in this Loan Agreement and not to dispose (or agree to dispose) or part with possession of the Mortgaged Property without Forest Finance's prior written consent.
- (d) I/We warrant that I/we have the power to grant the Security Interest and I/we undertake not to grant, and have not granted, any other Security Interest over the Mortgaged Property (other than to Forest Finance) without the consent of Forest Finance.

7. Default

- (a) I/We agree that we will be in default of the terms of this Loan Agreement if:
 - (i) I/We or the Guarantor (as applicable) do not pay any Monies Owing by the time and in the manner required by this Agreement;
 - (ii) I/We or the Guarantor (as applicable) breach my/our or the Guarantor's Covenants which is not capable of remedy;
 - (iii) I/We or the Guarantor (as applicable) breach my/our or the Guarantor's Covenants which is capable of remedy, other than a failure to pay money, is not remedied within 5 Business Days after written notice is given to me/us or the

Guarantor by Forest Finance requiring me/us or the Guarantor to remedy the default;

(iv) any representation, warranty or statement made or deemed to be made by me/us or the Guarantor in this Loan Agreement or the Guarantee Documents proves to be untrue in a material respect when made or deemed made (whether the lack of correctness is apparent at the time or becomes apparent subsequently);

(v) I/We or the Guarantor (as applicable) otherwise fail to comply with the terms of this Loan Agreement;

(vi) I/We or the Guarantor (as applicable) do something I/we have agreed with you not to do or do not do something I/we have agreed with you to do;

(vii) I/We or the Guarantor (as applicable) (or any of us) become insolvent or bankrupt or commit an act of bankruptcy or steps are taken to do any of the above;

(viii) any information I/we or the Guarantor (as applicable) have given to Forest Finance in support of my/our Loan Application is in any way incorrect or misleading;

(ix) Forest Finance reasonably believes that I/we or the Guarantor (as applicable) or another person has acted fraudulently in connection with this Loan Agreement or the Mortgaged Property;

(x) I/we or a Guarantor (as applicable) is in default under the provisions governing the Mortgaged Property;

(xi) Forest Finance believes on reasonable grounds that urgent action is necessary to protect any Mortgaged Property;

(xii) Forest Finance reasonably believes that my/our ability or the ability of the Guarantor to comply with this Loan Agreement has been reduced due to a change in my/our or the Guarantor's assets or financial position; or

(xiii) I/we or the Guarantor (as applicable) die.

(b) If I/We are in default of the terms of this Loan Agreement:

(i) Forest Finance may give me/us a notice that we are in default. Upon the giving of the notice, to the extent not already due for payment, the Monies Owing shall become immediately due and payable; and/or

(ii) Forest Finance may do one or more of the following as well as anything else the law allows Forest Finance to do as a mortgagee:

(I) take legal action to recover the Monies Owing;

(II) take possession of the Mortgaged Property, and give notice or take any other step necessary to perfect the mortgage;

(III) do anything an owner or receiver or receiver and manager of the Mortgaged Property could do, including improving, selling or leasing it;

(IV) appoint a receiver or receiver and manager to do any of these things and anything else the law allows a receiver or manager to do; or

(V) notify any credit reporting agency of your default.

8. Secondary Market

- (a) I/We acknowledge that there may be no secondary market for the Mortgaged Property. In the event of Forest Finance (or any assignee, agent or transferee of Forest Finance) exercising its rights under this Loan Agreement, a sale price may be accepted by Forest Finance as bona fide and reasonable if certified as such by an experienced person in valuing assets of a like nature. If Forest Finance or a receiver or receiver and manager exercise Forest Finance's rights under the this Loan Agreement, neither Forest Finance nor the receiver is liable to account as mortgagee in possession. Forest Finance may give up possession of the Mortgaged Property at any time.
- (b) If a law provides that a period of notice or lapse of time must be stipulated or fixed by this Loan Agreement before a right, power or remedy is exercised, seven days is stipulated and fixed as that period of notice or lapse of time.

9. Obligations

I/We acknowledge that our obligations under this Loan Agreement are personal and that they may not be assigned, transferred or dealt with in any manner without the written consent of Forest Finance.

10. Guarantees

- (a) Where there is Guarantor that Guarantor gives the guarantee and indemnity set out in the relevant Guarantee Documents.
- (b) Each Guarantor confirms that it has had regard to the important notice for Guarantors set out in the Guarantee Documents
- (c) Each Guarantor that is a trustee gives the representations and warranties set out in clause 7 of the Guarantee Documents.
- (d) Each Guarantor gives the information acknowledgments and consents set out in Guarantee Documents.

11. Representations and Warranties

I/We and the Guarantor (as applicable) represents and warrants that:

- (a) where I/we or the Guarantor is an individual, that I/we and the Guarantor are not an undischarged bankrupt and has not assigned its estate or entered into any arrangements or composition for the benefit or creditors;
- (b) where I/we or the Guarantor is an individual, that I/we and the Guarantor is not less than eighteen years of age;
- (c) where I/we or the Guarantor is a company that:
- (i) I/we or the Guarantor (as relevant) is duly registered and remains in existence;
- (ii) the execution, delivery and performance of the Loan Agreement and/or the Guarantee Documents to which I/we or the Guarantor is a party does not violate the relevant Constitution or any relevant law applying to it and, if I/we or the Guarantor or any of my/our or the Guarantor's

subsidiaries is listed on the Australian Stock Exchange Limited or on any other stock exchange, those listing requirements or business rules;

(iii) I/We or the Guarantor (as relevant) has taken all corporate and other action required to enter into this Loan Agreement or the Guarantee Documents to which I/we or the Guarantor is a party and to authorise the execution and delivery of this Loan Agreement or Guarantee Document and the satisfaction of my/our of the Guarantor's obligations under them; and

(iv) I/We or the Guarantor (as relevant) has filed all corporate notices and effected all registrations with the Australian Securities and Investments Commission and all those filings are current, complete and accurate.

- (d) I/We and the Guarantor (as applicable) have the authority to sign and enter into this Loan Agreement and/or Guarantee Documents (as relevant).

12. Daily Interest and Default Interest

- (a) Daily interest shall be calculated daily and accrued monthly at the Daily Interest Rate on the balance of the Principal Amount which has not been repaid from time to time.
- (b) Default interest shall be calculated daily at the Default Interest Rate from and including the date on which the overdue amount was due for payment until the date on which the overdue amount is received in cleared funds, and accrued daily.

13. Payments and Accounts

- (a) I/We acknowledge and agree that any amounts payable by me/us under this Loan Agreement may be debited by Forest Finance directly from the account nominated by me/us in the Loan Application.
- (b) I/We will advise Forest Finance of any changes to these account details as soon as practicable.

14. Notice of payments and interest rate

Forest Finance will give me/us:

- (a) notice of payments made by me/us under this Loan Agreement annually; and
- (b) notice of any increase to the Daily Interest Rate which has occurred on 1 June or 1 December after that rate has been reset.

15. Administration Fee

Forest Finance may charge me/us an Administration Fee where a Monthly Payment or any other repayment which is due under the terms of this Loan Agreement is rejected by my/our financial institution. A rejection includes but is not limited to a dishonoured cheque or rejection of any other direct debit facility arrangement (including credit card facilities). This Administration Fee is in addition to what I/we may be charged by my/our financial institution under the Direct Debit Services Request Agreement.

16. Loan Application Fee

I/We agree to pay the Loan Application Fee on the date on which Forest Finance accepts my/our Loan Application. The Loan

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Application Fee will be funded by inclusion within the Principal Amount advanced under this Loan Agreement. Forest Finance will apply the Loan Application Fee towards payment of any stamp duty payable on this Loan Agreement, the Mortgage or any other security in favour of Forest Finance, and once this is done may apply any remaining part of the Loan Application Fee towards such other costs or matters determined by it.

No part of the Loan Application Fee is refundable once paid. If the amount of such stamp duty exceeds the amount of the Loan Application Fee, I/we will on demand, pay or reimburse Forest Finance for such additional amounts together with any related fines and penalties which may be payable or determined to be payable.

17. Early Repayment

Early repayments of the Monies Owing (in whole or in part) may not take place except as permitted by Forest Finance, in its sole discretion.

18. Transfer of Interest, agency by Forest Finance

- (a) I/We must not assign, create any interest in or otherwise deal with all or any of my/our rights under this Loan Agreement without the prior written consent of Forest Finance.
- (b) Forest Finance may assign, create any interest in or otherwise deal with all or any of its rights under this Loan Agreement (including without limitation the Mortgaged Property) at any time as it sees fit. Forest Finance may, without the consent of or notice to us, assign, transfer, sub-participate or otherwise deal with any of its rights under this Loan Agreement (including without limitation the Mortgaged Property) to a trustee of a trust, a company or any other entity, including without limitation any entity which is established for the purpose of securitisation.
- (c) Any assignment by Forest Finance may be made free from any equities, set-off or cross claim. Forest Finance may disclose any confidential information in respect of this Loan Agreement or us to any potential assignee, participant or sub-participant of Forest Finance's rights under this Loan Agreement or to any other person who is considering taking an interest in or otherwise entering into any arrangements with Forest Finance (including in each case any employee, agent or independent contractor engaged by any such person) in respect of or relating to this Loan Agreement.
- (d) Any person to whom our rights are transferred will acquire rights under this Loan Agreement that are no greater than ours were at the time of transfer.
- (e) Forest Finance may appoint another party to act as its agent and may enter into this agreement and exercise any right or power under this agreement (including without limitation in relation to anti-money laundering, privacy and a right to act as my/our attorney) through that agent.

19. Discharge

Forest Finance will discharge this Loan Agreement and release any Mortgaged Property when all of the terms and conditions of this Loan Agreement have been complied with including the repayment of all Monies Owing.

20. Forest Finance as attorney

I/We hereby irrevocably appoint Forest Finance to be my/our

attorney to:

- (a) execute any deed, assignment, contract or document or do any other act in connection with the Mortgaged Property or this Loan Agreement or to do any other act required of me/us under the terms of the Loan Application as set out in this Loan Agreement;
- (b) where there is default under this Loan Agreement do anything that ought to be done or may be done by me/us under this Loan Agreement including demand, sue for, recover and receive the Mortgaged Property from any person, in my/our name and to take any further action necessary or desirable to secure more satisfactorily the performance of my/our obligations or the payment of the Monies Owing or to sell or otherwise deal with the Mortgaged Property; and
- (c) appoint (and remove at will) at any time any person as a substitute for an attorney.

Forest Finance or any agent or attorney of Forest Finance may each exercise its powers even if Forest Finance or its agent or attorney has a conflict of duty or has a direct or personal interest in the means or result of that exercise of power. I/We agree to ratify anything done by Forest Finance or its agent or attorney delegate pursuant to this clause.

21. Act jointly

Forest Finance and any receiver may exercise any of its powers under this Loan Agreement or Guarantee Document or under any law in conjunction with the exercise of similar powers by the holder of any other Security Interest or by any receiver or receiver and manager appointed by that other holder and may enter into and give effect to agreements and arrangements with that holder, receiver or receiver and manager as Forest Finance or the relevant receiver thinks fit.

22. Trustee warranties

If I/we enter into this Loan Agreement, or provide any related security as trustee or any trust, I/we represent and warrant that, or where relevant undertake to ensure:

- (a) I/We have power under the deed constituting the trust (the "Trust Deed") and have obtained any authorisations necessary to enter into and comply with my/our obligations under this Loan Agreement, and any related security;
- (b) I/We have a right to be fully indemnified out of the assets of the trust (the "Trust Fund") in respect of obligations incurred by me/us under this Loan Agreement, any related security, and the Trust Fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which I/we have a right to be indemnified out of the Trust Fund;
- (c) I/We am/are not, and never have been, in default under the Trust Deed;
- (d) I/We have carefully considered the purpose of this Loan Agreement, any related security and consider that entry into those documents is for the benefit of the beneficiaries and the terms of those documents are fair and reasonable;
- (e) at Forest Finance's request, I/we agree to exercise my/our right of indemnity from the Trust Fund and the beneficiaries of the trust in respect of obligations incurred by me/us under this Loan Agreement, any related security; and

- (f) I/We will not do anything which effects or facilitates the retirement, removal or replacement of me/us as trustee of the Trust, or could affect my/our right of indemnity from the Trust Fund in respect of obligations incurred by me/us under this Loan Agreement, any related security; or effects or facilitates the termination of the trust, variation of the Trust Deed; or the resettlement of the Trust Fund.

23. Notices

- (a) Any notice, certificate, consent, approval or other communication between us must be in writing and where directed to me/us may be left at my/our residential or business address last known to Forest Finance, sent by post to my/our postal or residential or business address last known to you or given in any other way permitted by law.
- (b) A communication is taken to have been given in the case of a communication personally on the date it is given or if sent by post on the day it should have been delivered in the ordinary course of post.
- (c) If directed by Forest Finance communications may be sent by email to the last notified email address of Forest Finance or of me/us.
- (d) An email will be taken to be received:
- when the sender receives an automated message confirming delivery; or
 - four hours after the time sent (as recorded on the device from which the sender sends the email) unless the sender receives an automated message that the email has not been delivered,

whatever happens first.

- (e) Forest Finance may serve any document in a court action on me/us by leaving it at my/our residence or business address last known to Forest Finance.

24. Certificates

Forest Finance may give me/us a certificate about a matter or about an amount payable under the Application or as set out in this Loan Agreement. The certificate is sufficient evidence of the matter or amount unless it is proven to be incorrect. If Forest Finance does not exercise a right or remedy fully at any given time it can still exercise it later. Forest Finance will not be liable for loss caused by the exercise or attempt to exercise or failure to exercise or delay in exercising a right or remedy. Forest Finance's rights and remedies under the Loan Application as set out in this Loan Agreement are in addition to any other rights and remedies Forest Finance may have at law. This Loan Agreement or a right created hereunder may not be waived or varied except in writing.

25. Jurisdiction

The terms of this Loan Agreement are governed by the law of Victoria. I/We submit to the non exclusive jurisdiction of the courts of Victoria.

26. Taxes

I/We must, on demand, pay or reimburse Forest Finance for all Taxes (excluding any Tax on the overall net income of Forest Finance) and fees (including, without limitation, registration fees) together with any related fines and penalties which may be payable or determined to be payable in connection with this Loan Agreement or any payment or receipt or other transaction

contemplated by this Loan Agreement.

27. Privacy

Acknowledgment and authority that credit information may be given to a credit reporting agency.

I/we understand that Section 18E(8)(c) of the Privacy Act allows Forest Finance and any agent or attorney of Forest Finance to give a credit reporting agency certain personal information about me/us which I/we authorise Forest Finance to do either itself or through an agent or attorney. The information which may be given to a credit reporting agency is covered by Section 18E(1) of the Act and includes:

- identity particulars as permitted by the Privacy Commissioner's determination issued under Section 18E(3) of the Privacy Act;
- the fact that I/we have applied for credit and the amount;
- the fact that Forest Finance is a credit provider to me;
- payments which become overdue more than 60 days and for which debt collection action has started;
- advice that payments are no longer overdue;
- in specified circumstances, that in the opinion of Forest Finance, I/we have committed a serious credit infringement; and
- that the credit provided to me/us has been discharged.

Authority for Forest Finance to obtain certain credit information.

To enable Forest Finance and any agent or attorney of Forest Finance to assess my/our application for personal or commercial credit, I/we authorise Forest Finance and any agent or attorney of Forest Finance:

- to obtain from a credit reporting agency a credit report containing personal information about me in relation to personal credit provided by Forest Finance;
- to obtain from a credit reporting agency a credit report containing personal credit information about me in relation to commercial credit provided by Forest Finance. This is in accordance with Section 18K(1)(b) of the Privacy Act;
- to obtain a report containing information about my commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by Forest Finance. This is in accordance with Section 18L(4) of the Privacy Act; and
- to obtain a report from a credit reporting agency and other information in relation to my commercial credit activities.

Authority to exchange information with other credit providers. In accordance with Section 18N(1)(b) of the Privacy Act, I authorise Forest Finance and any agent or attorney of Forest Finance to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my credit arrangements.

I understand this information can include any information about

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my creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I understand the information may be used for the following purposes:

- (a) to assess an application by me for credit;
- (b) to assist me to avoid defaulting on my credit obligations;
- (c) to notify other credit providers of a default by me; and
- (d) to assess my creditworthiness.

Authority to exchange information between Forest Finance and WFL and related bodies corporate

I/we agree that Forest Finance] and WFL may disclose to and collect from each other our personal information (including credit information) and use that information for the purpose of providing me/us with the loan and performing their obligations and exercising their rights in connection with the loan and the Product Disclosure Statement. I/we understand and agree that for this purpose Forest Finance and WFL may also share this information with related bodies corporate. Information will be shared in accordance with the Privacy Act.

28. Interpretation

- (a) Words used as singular may mean plural and vice versa.
- (b) Capitalised terms not defined have the meaning given to them in the Constitution constituting the Project and/or the Product Disclosure Statement.

GUARANTEE AND INDEMNITY

Details

Parties Forest Finance Pty Ltd and the Borrower

Forest Finance Pty Ltd ("Forest Finance")
ACN 143 695 130
C/- 249 Park Street, South Melbourne
Telephone - 03 9696 1355
Facsimile - 03 9696 5567

Borrower

Guarantor

Guarantee Limit

Guarantee Limit is:

- (a) \$ [redacted]
- (Comprising the Principal Amount); plus
- (b) interest, fees, costs, charges and other expenses (including enforcement expenses) payable by the Borrower under the Loan Agreement.

Governing Law: Victoria
Date of agreement: See signing page

General Terms

The Guarantor agrees to be bound by the terms and conditions of this Guarantee and Indemnity as follows.

1 Definitions

1.2 Terms used in this deed

Guarantee and Indemnity means this agreement.

Guarantee Limit has the meaning given in the Details.

Guarantor, I or we means the person named as the guarantor in the details. If there are more than one, the Guarantor means each of them individually and every two or more of them jointly.

Loan Agreement means the loan agreement between Forest Finance and the Borrower entered into on or about the date of this Guarantee and Indemnity to fund the Borrower's interest in the Willmott Forests Premium Forestry Blend - 2010 Project.

1.3 Loan Agreement

Unless otherwise defined, expressions used in this Guarantee and Indemnity have the meanings given to them in or for the purposes of Loan Agreement.

2 Guarantee and indemnity

2.1 Consideration

The Guarantor acknowledges that Forest Finance is acting in reliance on the Guarantor in incurring obligations and giving rights under the Loan Agreement and this Guarantee and Indemnity.

2.2 Guarantee

The Guarantor unconditionally and irrevocably guarantees that the Borrower will:

- (a) pay all amounts payable by the Borrower under the Loan Agreement; and
- (b) perform all of the Borrower's obligations under the Loan Agreement.

If the Borrower does not pay the amounts on time and in accordance with the Loan Agreement then the Guarantor agrees to pay the amounts to Forest Finance on demand from Forest Finance up to the Guarantee Limit. A demand may be made at any time and from time to time and whether or not Forest Finance has made demand on the Borrower.

2.3 Indemnity

The Guarantor indemnifies Forest Finance against any liability or loss arising, and any costs it suffers or incurs:

- (a) if the Borrower does not, or is unable to, pay the amounts due in accordance with the Loan Agreement;
- (b) if an obligation the Borrower would otherwise have to pay Forest Finance is found to be void, voidable or unenforceable;
- (c) if an obligation the Guarantor would otherwise have under clause 2.2 ("Guarantee") is found to be void, voidable or unenforceable;
- (d) if Forest Finance is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an insolvent person) in connection with a payment by the Guarantor or the Borrower. (For example, Forest Finance may have to, or may agree to, pay interest on the amount);
- (e) if the Guarantor defaults under this Guarantee and Indemnity; or
- (f) in connection with any person exercising, or not exercising, rights under this Guarantee and Indemnity.

The Guarantor agrees to pay amounts due under this indemnity on demand from the Financier up to the Guarantee Limit.

2.4 Acknowledgment

The Guarantor acknowledges that it is responsible for making itself aware of the financial position of the Borrower and any other person who guarantees payment of amounts under the Loan Agreement.

3 Extent of guarantee and indemnity

3.1 Nature of guarantee

Each of the guarantee in clause 2.2 ("Guarantee") and the indemnity in clause 2.3 ("Indemnity") is a continuing obligation despite any intervening payment, settlement or other thing and extends to all amounts due under this Guarantee and Indemnity.

The Guarantor waives any right it has of first requiring Forest Finance to commence proceedings or enforce any other right against the Borrower or any other person before claiming from the Guarantor under this Guarantee and Indemnity.

3.2 Continuance of the Guarantors liability

The Guarantor agrees that its liability under this Guarantee and Indemnity is not affected by any act or omission by Forest Finance or by anything which might affect it under law or otherwise

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including:

- (a) the fact that:
 - (i) Forest Finance varies or replaces the Loan Agreement, such as by extending the term;
 - (ii) Forest Finance enters into the Loan Agreement as agent or as principal;
 - (iii) Forest Finance either releases, loses the benefit of or does not obtain any Security Interest or does not register any Security Interest that could be registered;
 - (iv) Forest Finance releases the Borrower or gives them a concession, such as more time to pay;
 - (v) Forest Finance releases any person who guarantees the customers obligations under the Loan Agreement;
 - (vi) the obligations of any person who guarantees the customers obligations under the Loan Agreement may not be enforceable; or
 - (vii) any person who was intended to guarantee the customers obligations under the Loan Agreement does not do so or does not do so effectively;
- (b) the death, mental or physical disability or insolvency of any person including the guarantor or the customer; or
- (c) changes in the membership, name or business of a firm, partnership, committee or association.

4 Transfer of Interest, agency

- (a) I/We must not assign, create any interest in or otherwise deal with all or any of my/our rights under this Guarantee and Indemnity without the prior written consent of Forest Finance.
- (b) Forest Finance may assign, create any interest in or otherwise deal with all or any of its rights under this Guarantee and Indemnity and the Loan Agreement (including without limitation the Mortgaged Property) at any time as it sees fit. Forest Finance may, without the consent of or notice to us, assign, transfer, sub participate or otherwise deal with any of its rights under this Guarantee and Indemnity to a trustee of a trust, a company or any other entity, including without limitation any entity which is established for the purpose of securitisation. Any assignment by Forest Finance may be made free from any equities, set off or cross claim. Forest Finance may disclose any confidential information in respect of this Guarantee and Indemnity or us to any potential assignee, participant or sub participant of Forest Finance's rights under this Guarantee and Indemnity or to any other person who is considering taking an interest in or otherwise entering into any arrangements with Forest Finance (including in each case any employee, agent or independent contractor engaged by any such person) in respect of or relating to this Guarantee and Indemnity.
- (c) Forest Finance may appoint another party to act as its agent.

5 Discharge

Forest Finance will discharge this Guarantee and Indemnity and release any Mortgaged Property when all of the terms and conditions of the Loan Agreement have been complied with including the repayment of all Monies Owning.

6 Forest Finance as attorney

I/We hereby irrevocably appoint Forest Finance to be my/our attorney to execute any deed, assignment, contract or document

or do any other act in connection with the Mortgaged Property or this Guarantee and Indemnity or to do any other act required of me/us under the terms of the Loan Application as set out in the Loan Agreement or this Guarantee and Indemnity. Forest Finance as attorney may exercise its powers even if Forest Finance has a conflict of duty or has a direct or personal interest in the means or result of that exercise of power. I/We agree to ratify anything done by Forest Finance as attorney or the delegate pursuant to this clause.

7 Trustee warranties

If I/we enter into this Guarantee and Indemnity, any related security as trustee or any trust, I/we represent and warrant that, or where relevant undertake to ensure:

- (a) I/We have power under the deed constituting the trust (the "Trust Deed") and have obtained any authorisations necessary to enter into and comply with my/our obligations under this Guarantee and Indemnity, any related security;
- (b) I/We have a right to be fully indemnified out of the assets of the trust (the "Trust Fund") in respect of obligations incurred by me/us under this Guarantee and Indemnity, any related security, and the Trust Fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which I/we have a right to be indemnified out of the Trust Fund;
- (c) I/We am/are not, and never have been, in default under the Trust Deed;
- (d) I/We have carefully considered the purpose of this Guarantee and Indemnity, any related security and consider that entry into those documents is for the benefit of the beneficiaries and the terms of those documents are fair and reasonable;
- (e) At Forest Finance's request, I/we agree to exercise my/our right of indemnity from the Trust Fund and the beneficiaries of the trust in respect of obligations incurred by me/us under this Guarantee and Indemnity, any related security; and
- (f) I/We will not do anything which effects or facilitates the retirement, removal or replacement of me/us as trustee of the Trust, or could affect my/our right of indemnity from the Trust Fund in respect of obligations incurred by me/us under this Guarantee and Indemnity, any related security; or effects or facilitates the termination of the trust, variation of the Trust Deed, or the resettlement of the Trust Fund.

8 Privacy

- 8.1 Acknowledgment and authority that credit information may be given to a credit reporting agency.

I/we understand that Section 18E(8)(c) of the Privacy Act allows Forest Finance and WFL to give a credit reporting agency certain personal information about me/us which I/we authorise Forest Finance and WFL to do so.

To enable Forest Finance and WFL to assess whether to accept me/us as guarantors I/we authorise Forest Finance:

- (a) to obtain from a credit reporting agency a credit report containing personal information about me/us in relation to personal credit provided by Forest Finance;
- (b) To obtain from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Forest

Finance. This is in accordance with Section 18K(1)(b) of the Privacy Act;

- (c) to obtain a report containing information about my commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by Forest Finance. This is in accordance with Section 18L(4) of the Privacy Act; and
- (d) to obtain a report from a credit reporting agency and other information in relation to my/our commercial credit activities.

8.2 Authority to exchange information with other credit providers.

In accordance with Section 18N(1)(b) of the Privacy Act, I authorise Forest Finance and WFL to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements.

I/We understand this information can include any information about my creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I/We understand the information may be used for the following purposes:

- (a) to assess whether to accept me/us as guarantor for credit provided to the borrower/s;
- (b) for any purpose related to the subsequent management of credit guaranteed by me/us;
- (c) for any purpose related to the enforcement or proposed enforcement of the guarantee; and
- (d) to assess my/our credit worthiness.

8.3 Authority to exchange information between Forest Finance and WFL and related bodies corporate

I/we agree that Forest Finance and WFL may disclose to and collect from each other our personal information (including credit information) and use that information for the purpose of providing me/us with the loan and performing their obligations and exercising their rights under the loan and the PDS. I/we understand and agree that for this purpose Forest Finance and WFL may also share this information with related bodies corporate. Information will be shared in accordance with the Privacy Act.

9 General

9.1 Notices

- (a) Any notice, certificate, consent, approval or other communication between us must be in writing and where directed to me/us may be left at my/our residential or business address last known to Forest Finance, sent by post to my/our postal or residential or business address last known to you or given in any other way permitted by law.
- (b) A communication is taken to have been given in the case of a communication personally on the date it is given or if sent by post on the day it should have been delivered in the ordinary course of post.
- (c) If directed by Forest Finance communications may be sent by email to the last notified email address of WFL or of me/us.

- (d) An email will be taken to be received:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sends the email) unless the sender receives an automated message that the email has not been delivered, whatever happens first.
- (e) Forest Finance may serve any document in a court action on me/us by leaving it at my/our residence or business address last known to Forest Finance.

9.2 Certificates

- (a) Forest Finance may give me/us a certificate about a matter or about an amount payable under this Guarantee and Indemnity. The certificate is sufficient evidence of the matter or amount unless it is proven to be incorrect.
- (b) If Forest Finance does not exercise a right or remedy fully at any given time it can still exercise it later. Forest Finance will not be liable for loss caused by the exercise or attempt to exercise or failure to exercise or delay in exercising a right or remedy.
- (c) Forest Finance's rights and remedies under this Guarantee and Indemnity are in addition to any other rights and remedies Forest Finance may have at law.
- (d) This Guarantee and Indemnity or a right created hereunder may not be waived or varied except in writing.

9.3 Jurisdiction

The terms of this Guarantee and Indemnity are governed by the law of Victoria. I/We submit to the non exclusive jurisdiction of the courts of Victoria.

9.4 Taxes

I/We must, on demand, pay or reimburse Forest Finance for all Taxes (excluding any Tax on the overall net income of Forest Finance and fees (including, without limitation, registration fees) together with any related fines and penalties which may be payable or determined to be payable in connection with this Guarantee and Indemnity or any payment or receipt or other transaction contemplated by this Guarantee and Indemnity.

10 Interpretation

Words used as singular may mean plural and vice versa.

FOREST FINANCE LOAN APPLICATION MATERIALS

IMPORTANT NOTICE TO GUARANTORS AND ACKNOWLEDGMENT

- You should seek independent legal and financial advice on the effect of the Guarantee and Indemnity in this document before signing. You can refuse to sign this document.
- There are financial risks involved in signing this document. For example, it may become necessary for you to sell your assets so that you can pay us. It is also likely that we will be able to resort to any mortgage or other security which we already hold or which you give us in the future as security for the amounts covered by this document. If you are an individual this would include any mortgage we hold over the family home.
- By signing this document, you become personally responsible instead of, or as well as, the customer for amounts up to the Guarantee Limit described in the Definitions even if you have given us separate security. These amounts may include amounts which can increase, for example if an asset finance agreement is terminated early for any reason or if this document or an asset finance agreement is varied or amended.
- You can become responsible for additional amounts not included in the Guarantee Limit described in the Definitions.
- You have the right to limit your liability under this Guarantee and Indemnity as allowed by law.
- You can request information about any investment to be guaranteed.

By signing this agreement the guarantor:

- agrees to be bound by this Guarantee and Indemnity.
- declares that its attention has been drawn to the warnings set out in this Guarantee and Indemnity and in particular the recommendation that legal and financial advice should be obtained before signing.
- declares that it has received a copy of the Loan Agreement and read its terms and conditions and understands the obligations contained in it.
- declares that it has obtained legal and financial advice as necessary or if it has not obtained such advice, declares that it does not regard any such advice as necessary and prefers to proceed without it.
- declares that it is fully aware of the nature of, and risks in signing this Guarantee and Indemnity and is signing it voluntarily.

Please copy this page if there is more than one Guarantor and/or Borrower.

Guarantor Details

Last Name

First Name

Second Name

or

Company or Trust Name

Current Address

Suburb

State

Postcode

Borrower Details

Last Name

First Name

Second Name

or

Company or Trust Name

Current Address

Suburb

State

Postcode

Executed as a deed Signing page

Date

Signed, sealed and delivered by:

Signature of Guarantor

Guarantor Name

In the presence of:

Signature of Witness

Name of Witness (block letters)

EXECUTED by Pty Ltd

in accordance with section 127(1) of the Corporations Act:

Signature of director

Signature of director/secretary

Full name

Full name