

APPLICATION FORM – WOODLOTS

REWARDS PROJECTS LTD - AFS LICENCE 224000

RAN:	001111
Name:	Adviser Name
Company:	Adviser Company

Post completed applications to: Rewards Projects Ltd, PO Box 803, West Perth WA 6872

This Application Form relates to the Product Disclosure Statement (PDS) dated 5 December 2008.

It is important that you have read the PDS accompanying this Application Form before applying for Woodlots in the Rewards Group Premium Timber Project 2009 (ARSN 133 719 123). This Application Form must not be provided to any person unless at the same time access is given to the PDS. If you have received this PDS electronically, the Responsible Entity will provide a free paper copy on request. Unless otherwise defined in this Application Form, capitalised terms have the same meaning as defined in the PDS. Examples of how to complete the Application Form are contained on our website www.rewardsgroup.com.au

1. Application Type

Sole Joint

2. Applicant Details

Applicant 1

Individual Joint Corporate Trust

Mr/Mrs/Miss/Ms/Dr/Other

First Name

Middle Name

Last Name

Mr John Robert Citizen

Company Name ACN

Director 1

Director 2

Name of Trust ABN

Trustee 1

Trustee 2

Residential Address/Registered Office 1 Residential Street

PERTH State WA Postcode 6000

Postal address (if different to above) AS ABOVE

State Postcode

Occupation Financial Planner Date of Birth 0 1 - 0 1 - 1 9 6 0

Email Address john@citizen.com.au

Contact Numbers Work 0 8 - 9999 1111 Home 0 8 - 9999 8888

Mobile 0444 444 444 Facsimile 0 8 - 9999 1111

Applicant 2

Individual Joint Corporate Trust

Mr/Mrs/Miss/Ms/Dr/Other

First Name

Middle Name

Last Name

Company Name ACN

Director 1

Director 2

Name of Trust ABN

Trustee 1

Trustee 2

Residential Address/Registered Office

State Postcode

Postal address (if different to above)

State Postcode

Occupation Date of Birth - -

Email Address

Contact Numbers Work - Home -

Mobile Facsimile -

3. APPLICATION FOR WOODLOTS

I/We apply for 2 Woodlots at \$5,500 (ex GST) per Woodlot totaling \$ 11,000

7. 12 MONTH INTEREST FREE LOAN

Enter the loan amount you are applying for (based on number of Woodlots).

Number of Woodlots	Loan Application Amount
2	11,000

x \$5,500 (ex GST) per Woodlot = \$

Notes:

- As part of the loan repayments you must make 12 monthly repayments of \$458.33 per Woodlot. Stamp duty, ASIC registration fees and a Loan Application Fee of 0.25% of the Loan Application Amount, subject to a minimum of \$250 also apply.
- If your loan application is accepted, the Provider will write to you to confirm acceptance of your application and to advise you of your actual Instalment Amount, Loan Application Fee, applicable stamp duty and any ASIC registration fees. Your monthly Instalment Amount will commence on 31 July 2009.
- The Loan Application Fee, stamp duty (if any) and ASIC registration fees will be deducted with the first payment on 31 July 2009.

8. DIRECT DEBIT SERVICE AGREEMENT

8.1 DIRECT DEBIT REQUEST

Request and authority to debit the account named below to pay the Provider.

Request and Authority to debit

Surname or Company Name

Given names or ACN/ABN (you)

request and authorise the Provider [APCA User ID 150 234] to arrange, through its own financial institution, for monthly instalments and any other amount the Provider may debit or charge you to be debited through the Bulk Electronic Clearing System, from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].

Insert the name and address of financial institution at which account is held

Financial Institution Name

Address

State Postcode

Insert details of account to be debited

Name of account

BSB number Account Number

NOTE: Credit cards will not be accepted.

MONTHLY INSTALMENTS

The first debit will be made on 31 July 2009, after acceptance of the application for Woodlot(s) and at monthly intervals thereafter. Each of the debits will be of equal amounts.

The actual Instalment Amount, Loan Application Fee, applicable stamp duty payable and any ASIC registration fees will be advised to you upon acceptance of the Loan Application.

INSERT YOUR SIGNATURE AND ADDRESS

By signing below I/we hereby:

- acknowledge having read and understood the terms and conditions governing the direct debit arrangements set out in this request and in the Direct Debit Request Service Agreement, and agree to those terms and conditions; and
- certify that I/we are authorised signatories to the account named above and have the authority to enter into this direct debit request.

Signature(s) – If signing for a company, sign and print full name and capacity for signing (e.g. director)

Address

State Postcode

Capacity Date of Birth

8.2 DIRECT DEBIT REQUEST SERVICE AGREEMENT

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, Sunday or a public holiday listed in the State of Western 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 (and includes any Form PD-C approved for use in the transitional period).
- “**transitional period**” means the period commencing on the industry implementation date for direct debit requests and concluding 12 calendar months from that date.
- “**us or we**” means the Provider which you have authorised by signing a direct debit request.
- “**you**” means the client who signed the direct debit request.
- “**your financial institution**” is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. Debiting your Account

- 1.1 This agreement covers drawings by the Provider against a client’s nominated account in all events covered by any written agreement between us and you.
- 1.2 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. If the debit falls on a day that is not a business day, we may debit your account on the prior business day.

2. Changes 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. Changes by You

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us.
- 3.2 If you wish to stop or defer a debit payment, you must notify us in writing at least five (5) business days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us at least thirty (30) days notice in writing before the next debit day, provided alternative arrangements are made for any amounts owing to us. This notice should be given to us in the first instance.

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;
 - (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; and
 - (d) 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 or your financial institution as soon as possible so that your query can be resolved.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging a credit into your account to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 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 providing you with reasons and any evidence for this finding.
- 5.4 Should the error be caused by your financial institution, this matter will need to be directly resolved between you and your financial institution.

6. Accounts

- 6.1 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 write to us care of Rewards Projects Ltd PO Box 803, West Perth WA 6872 or contact us via the following numbers: (08) 9324 1155 or 1800 111 781.
- 8.2 We will notify you by sending a notice in the ordinary post to the address on our records.
- 8.3 Any notice will be deemed to have been received two (2) business days after it is posted.

9. LOAN AGREEMENT

REWARDS GROUP PREMIUM TIMBER PROJECT 2009

1. Advance of Principal Sum

1.1 Subject to the Client satisfying all conditions precedent specified by the Provider, on the date specified by the Provider, but in any event being a date on or prior to 30 June 2009, the Provider agrees to advance to the Client and the Client agrees to accept the Loan Application Amount which must be applied for no purpose other than the Approved Purpose.

2. Repayment of the Principal Sum

2.1 The Client will pay each Instalment Amount in accordance with the schedule of monthly payments set out in the written confirmation sent by the Provider to the Client.

2.2 The Client must pay the following amounts to the Provider on the First Instalment Date:

- (a) a Loan Application Fee of 0.25% of the Loan Application Amount, subject to a minimum of \$250;
- (b) all applicable stamp duty (if any) payable on this document and the Transaction Documents must be paid in full by the Client to the Provider; and
- (c) the Provider's estimate of ASIC charge registration fees.

2.3 The Client must pay to the Provider all other money comprising the Secured Money on the Repayment Date.

2.4 The Client may pay or prepay all or part of the Secured Monies at any time.

2.5 If the Client fails to pay any amount due under the Transaction Documents on time, then interest on the late payment is payable for every day that the relevant payment is outstanding. The rate of interest payable on late payments is the Default Rate. The Provider may add any unpaid interest charges to the Principal Sum and continue to charge you interest on the Principal Sum and outstanding interest.

2.6 If the day for payment of any amount due under this document is a Saturday, Sunday or public holiday (in Perth), then the amount must be paid on the preceding business day.

3. Woodlot Mortgage

3.1 The Client as beneficial owner absolutely assigns and conveys the Mortgaged Property to the Provider free of all charges, liens and other encumbrances and free of any liability to attachment (other than those disclosed in writing to the Provider) as security for the payment of the Secured Money and the performance of all other obligations owed by the Client to the Provider.

3.2 Upon payment in full of the Secured Money and the Provider being satisfied that no Secured Money will arise in the future by virtue of any current transaction or circumstance, the Provider must at the written request and cost of the Client, absolutely assign and convey its interest in the Mortgaged Property back to the Client.

3.3 The Client must immediately upon request by the Provider do such acts, obtain consents, pay fees and execute deeds and other documents deemed necessary or desirable by the Provider to perfect any mortgage or charge created pursuant to this document.

3.4 If the Woodlot Mortgage has become enforceable, the Provider or a Receiver appointed by the Provider may deal in the Mortgaged Property as if it was the absolute and unencumbered owner of the Mortgaged Property.

3.5 The Client:

- (a) authorises the Provider to direct the Responsible Entity as follows:
 - (i) to make such record in the Scheme's Woodlot register of the Provider's interest as mortgagee of the Woodlots that represent Mortgaged Property;
 - (ii) whilst any Secured Monies are outstanding, if requested by the Provider, to provide such information to the Provider regarding the Client's Woodlots, including without limitation, the information recorded in the Scheme's Woodlot register; and
 - (iii) without the prior consent of the Provider to not record any transfer, mortgage or other dealing in Woodlots that represent Mortgaged Property or the interests of any transferee, mortgagee or any other person claiming any interest therein, except as set out in this document;
- (b) releases the Responsible Entity from any liability that it might incur as a result of acting in accordance with any authorisation and direction contained in this clause 3.5.

4. Warranties

4.1 The Client warrants to the Provider that:

- (a) the Transaction Documents constitute and will continue to constitute valid and binding documents enforceable in accordance with their terms;
- (b) the Client has obtained all necessary consents and complied with all internal procedures in relation to the execution and performance of this document and any security granted by it;
- (c) any financial statement, report, return or information given by or on behalf of the Client to the Provider in connection with the Transaction Documents (including, without limitation, this Application provided by the Client) are true and correct and not misleading in any way and there has been no material adverse change in the financial position of the Client from that shown in those documents;

- (d) the Client has not relied upon any representation or statement by or on behalf of the Provider or any of its related entities, but has determined to enter into the Transaction Documents and invest in the Scheme solely upon its own assessment after having obtained advice from its own legal and financial advisers; and
 - (e) the Client is or will be the holder and legal and beneficial owner of the Mortgaged Property free and clear of all charges, liens and other encumbrances.
- 4.2 Each warranty contained in clause 4.1 will be deemed to be repeated on each day whilst any Secured Money remains outstanding, with reference to the facts and circumstances then subsisting, as if made on each such day.

5. Undertakings

- 5.1 The Client undertakes to the Provider to:
- (a) insure all Mortgaged Property of an insurable nature and keep it insured with a reputable, responsible and solvent insurer on terms, against risks and in an amount acceptable to the Provider;
 - (b) take out and maintain accident, consequential loss, force majeure, business interruption and public liability insurances with respect to the Mortgaged Property with a reputable, responsible and solvent insurer on terms and in an amount acceptable to the Provider;
 - (c) ensure that each insurance policy has noted on it the name of the Provider as first loss payee;
 - (d) duly and punctually pay all premiums, commissions, stamp duties, charges and other expenses necessary for keeping in force each insurance policy;
 - (e) on request deliver to the Provider certificates of currency in respect of insurances and all other details as to the insurances the Provider requires;
 - (f) not do or omit anything or permit anything to be done which may adversely affect an insurance policy;
 - (g) do all things necessary and provide all documents, evidence and information necessary to enable the Provider to collect or recover money due or to become due under an insurance policy relating to the Mortgaged Property;
 - (h) keep proper books of account which give a true and fair view of its financial condition and state of affairs;
 - (i) notify the Provider as soon as it is aware of any of the following:
 - (i) any event of default under this document occurring;
 - (ii) any litigation, arbitration or administrative proceeding in respect of the Client or the Mortgaged Property being commenced or threatened;
 - (iii) any encumbrance, other than this Woodlot Mortgage, being created or entered into in respect of the Mortgaged Property;
 - (iv) any proposal of, or notice to the Client by any Governmental Agency of the compulsory acquisition of any of the Mortgaged Property or any asset of the Client; and
 - (v) the entry into or any proposal to enter into, any Sales Contract (other than a Sales Contract arranged by the Responsible Entity) together with a copy of the Sales Contract or proposed Sales Contract.
- 5.2 If the Client fails to keep in force an insurance policy required under clause 5.1 with respect to the Mortgaged Property or if an insurance policy for any reason becomes void or voidable, the Provider may (but is not obliged to) effect or keep in force that insurance policy at the cost of the Client.

6. Trust Provisions

- 6.1 This clause 6 applies where the Client has entered into this document and the Transaction Documents as the trustee of a Trust.
- 6.2 The Client warrants to the Provider that:
- (a) the Trust is validly created and subsisting and no circumstances exist pursuant to which it may be determined and no date for the vesting of any of the Trust fund has been appointed other than as may be set out in the Trust Deed;
 - (b) the Client is validly appointed as the sole trustee of the Trust, is not in breach of its obligations as trustee and no circumstances exist pursuant to which it may be removed;
 - (c) the Transaction Documents and any application for Woodlots are duly executed and granted pursuant to and in proper exercise of the powers of the Client as trustee of the Trust and all formalities required by the Trust Deed in connection with the Transaction Documents or application for Woodlots have been complied with;
 - (d) the execution and performance of the Transaction Documents and application for Woodlots and the borrowing of the Principal Sum is for a proper purpose and provides commercial benefit to the Trust;
 - (e) the Client is entitled to be fully indemnified out of the assets of the Trust in respect of its liability for the Secured Money; and
 - (f) the Client is the legal owner of all the assets of the Trust.
- 6.3 The Client must not, without the Provider's consent:
- (a) cease to be the sole trustee of the Trust;
 - (b) cause or permit the Trust to be determined or a vesting date to be appointed;
 - (c) do or permit anything which adversely affects the Client's right of indemnity against the Trust assets;
 - (d) in any way vary the Trust Deed or permit it to be varied; or
 - (e) distribute or dispose of any Trust assets.

- 6.4 Without limiting any right of subrogation the Provider may have, the Client must at the Provider's request, exercise the Client's right of indemnity against Trust assets to enable payment of the Secured Money to the Provider.
- 6.5 The Client grants the Provider direct access and recourse to the Trust assets to satisfy its obligations under the Transaction Documents. This right is separate to and independent of the Provider's other rights including, without limitation, its rights under clause 6.4.
- 6.6 If and to the extent that the Client is not entitled to an indemnity against Trust assets to enable payment of the Secured Money to the Provider or to perform any other obligation under the Transaction Documents, then the obligation to pay or perform the obligation will be a personal obligation of the Client and must be performed by it accordingly.

7. Indemnities

- 7.1 The Client indemnifies the Provider against all actions, fines, claims, demands, losses, damages, liabilities, costs and expenses of any nature sustained or incurred at any time actually or contingently by the Provider arising directly or indirectly from or in connection with a breach by the Client of any of its obligations under the Transaction Documents.
- 7.2 A certificate by the Provider is prima facie evidence of any loss payable by the Client pursuant to clause 7.1.
- 7.3 The Client's obligations to indemnify the Provider are absolute, irrevocable and unconditional and continue (irrespective of discharge of any Transaction Document) until an express release is given.

8. Prohibition on dealing with the Mortgaged Property

- 8.1 The Client must not, without the Provider's written consent:
- (a) sell, lease, charge, encumber, surrender, grant any interest in or power over or otherwise in any manner deal or agree or attempt to deal with the Mortgaged Property or any interest in the Mortgaged Property; or
 - (b) permit any charge, lien, pledge, hypothecation, security, trust or power to arise or exist in respect of the Mortgaged Property.

9. Events of Default

- 9.1 An Event of Default occurs if any of the following occurs:
- (a) the Client fails to pay when payable any Secured Money or any other money which the Client is at any time liable to pay to the Provider;
 - (b) any of the following occurs in respect of a corporate Client:
 - (i) an application is made, proceedings are initiated or a meeting (whether of shareholders, creditors or directors) is called with a view to winding it or any part of its undertaking up or placing it or any part of its undertaking under administration;
 - (ii) a receiver, liquidator or administrator is appointed;
 - (iii) a compromise or arrangement of the kind referred to in part 5.1 of the Corporations Act 2001 is proposed;
 - (iv) an application is made or an action is initiated with a view to cancelling its registration or appointing an inspector or other officer to investigate any of its affairs pursuant to any legislation;
 - (v) it is, or is or may be deemed within the meaning of any applicable law to be, insolvent or unable to pay its debts; or
 - (vi) circumstances exist which would enable a court upon application to order its winding up pursuant to section 461 of the Corporations Act 2001;
 - (c) the Client defaults in the performance or observance of any obligation owed or undertaking given to the Provider which is not the payment of money and, to the extent that default is capable of remedy within five (5) business days, it continues for five (5) business days after written notice from the Provider requiring its remedy;
 - (d) a warranty, representation, answer to requisition or statutory declaration made or given by or on behalf of the Client in connection with the Transaction Documents is at any time found to be incorrect or misleading;
 - (e) the Client commits an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 or the Client defaults in the performance or observance of any obligation owed or undertaking given under or in connection with any Transaction Document; and
 - (f) the Client defaults in the performance or observance of any obligation owed under any Grower Agreement and, to the extent that such default is capable of remedy within five (5) business days, it continues for five (5) business days after notice has been given to the Client by the Provider requiring its remedy.
- 9.2 The Client must immediately notify the Provider of the occurrence or likely occurrence of any Event of Default or potential or likely Event of Default.

10. Consequences of an Event of Default

- 10.1 Following the occurrence of an Event of Default:
- (a) the Client must, if the Provider so demands (and irrespective of any delay) immediately pay to the Provider the whole of the Secured Money;
 - (b) the Provider may enforce the Woodlot Mortgage; and
 - (c) the Provider is appointed as the Client's attorney to exercise all rights available to that of a Woodlot Holder including the right to vote on behalf of the Client at Meetings.
- 10.2 Following the occurrence of an Event of Default, the Provider may:

- (a) appoint one or more persons to be jointly, severally or jointly and severally a Receiver of any Mortgaged Property;
 - (b) appoint any person to replace any Receiver who has been removed or who has retired or died;
 - (c) by written notice to a Receiver remove that Receiver absolutely or in relation to any part of the Mortgaged Property;
 - (d) fix the remuneration of a Receiver and at any time by agreement with that Receiver vary that Receiver's remuneration;
 - (e) direct payment of the remuneration referred to in this clause and any costs, charges and expenses of the Receiver out of the proceeds of any realisation of the Mortgaged Property; or
 - (f) exercise in its own right or through an agent the Receiver's Powers (as if it were the Receiver) and all other rights, powers and remedies that it has at general law or otherwise.
- 10.3 Subject to any express exclusion by the terms of the Receiver's appointment, the Receiver may exercise all rights, powers and remedies that it may have at general law including, without limitation, the Receiver's Powers.
- 10.4 Unless otherwise prevented by law, a Receiver will be the agent of the Client. The Client agrees to be responsible for the Receiver's acts and omissions.

11. Costs and Duties

- 11.1 Each party must pay its own costs and expenses (including legal costs) incurred by it under or in connection with this document.
- 11.2 Following the occurrence of an Event of Default, the Client must on demand pay to the Provider or as it may direct all costs and expenses (including legal costs on a full indemnity basis) incurred by the Provider, any Receiver or agent appointed by the Provider under any Transaction Document and any officer of the Provider acting as attorney under the Transaction Documents in connection with the recovery of the Secured Money or the exercise or attempted exercise of any power conferred on the Provider (or any Receiver, agent or attorney) pursuant to the Transaction Documents or by law.

12. Notices

- 12.1 Any statement, demand or notice to any party may be validly served for the purposes of this document by being delivered or sent by registered post to:
- (a) in the case of the Applicant, the address set out in the Loan Application; and
 - (b) in the case of the Provider, Ground Floor 50 Colin Street West Perth WA 6005 or sent by facsimile to the facsimile number of the Applicant set out in the Loan Application, or such other address or facsimile number as are from time to time notified in writing by one party to the other party. Service pursuant to this clause is taken to be effected:
 - (i) where delivered, upon actual delivery;
 - (ii) where sent by registered post, 3 days after posting; and
 - (iii) where sent by facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient, except where actual delivery is made or the facsimile is sent after 4.30pm or on a day which is not a business day. In such cases, service will be deemed to be effected at 9am on the immediately following business day.

13. GST

- 13.1 If all or part of any payment by the Client to the Provider is the consideration for a taxable supply for GST purposes then, when the Client makes the payment:
- (a) it must pay to the Provider an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST (currently 10%); and
 - (b) the Provider must upon written request by the Client, provide to the Client a tax invoice complying with the relevant GST legislation.
- 13.2 Where the Client is required to reimburse or indemnify for an amount, the Client will pay the relevant amount (including any sum in respect of GST) less any GST input tax credit the Provider determines that it is entitled to claim in respect of that amount.

14. Provider May Deal with its Rights

- 14.1 The Provider may at any time sell, assign, transfer, negotiate, grant participations in or otherwise dispose of or deal with all or any part of its interest in this document, any Transaction Document or the Secured Money without notifying or requiring any consent of the Client. The Client must at any time at the request of the Provider execute and deliver to the Provider or to such person as the Provider may specify all documents as the Provider may reasonably require to affect such purpose.
- 14.2 The Provider may without notice to the Client disclose information relating to the Client or the Secured Money in connection with a genuine proposal to assign any interest in the Secured Money or a Transaction Document.

15. Power of Attorney

- 15.1 For valuable consideration the Client irrevocably appoints the Provider, the directors and secretary of the Provider and any employee whose title includes the word 'manager' severally its attorneys with full power in the name of the Client or the attorney to:
- (a) do all acts, matters and things and execute all documents which the attorney considers desirable or expedient for the due performance of any obligation of the Client under the Transaction Documents, for more effectively securing to the Provider the due performance of the Client's obligations under the Transaction Documents, and for more effectively securing or perfecting any charge or interest constituted by the Transaction Documents;
 - (b) complete any blanks and correct any manifest errors in the Transaction Documents and register the Transaction Documents (if necessary);

- (c) following the occurrence of an Event of Default, do anything which the Provider or any Receiver appointed by the Provider may do under the Transaction Documents or by law, including signing any transfer of the Woodlots that represents the Mortgaged Property on behalf of the Client; and
 - (d) to appoint one or more substitute attorneys to exercise any of these powers and to revoke any such appointment (each substitute attorney being an 'Attorney' for the purposes of this clause 15).
- 15.2 The Client undertakes to ratify all that the attorney does under this clause and indemnifies the Provider in respect of any loss arising from any act done under this clause.
- 15.3 An attorney appointed under clause 15.1 may act notwithstanding any conflict of interest.

16. Miscellaneous

- 16.1 This document is governed by and must be interpreted in accordance with the laws of Western Australia.
- 16.2 A reference to any legislation includes any regulation, by-laws or instrument made under it and any orders or instruments having the force of law and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation.
- 16.3 Every provision of this document is independent of the others. Any provision which is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability deemed removed without invalidating the remaining provisions.
- 16.4 Unless the context otherwise requires a reference to:
- (a) a clause or schedule is a reference to a clause or schedule to this document; and
 - (b) a person includes an individual, a body corporate and a government.
- 16.5 Time is of the essence in relation to the performance of the Client's obligations under this document.
- 16.6 If the Client is more than one person, the obligations of the Client (as the case may be) are joint and several.
- 16.7 No failure to exercise and no delay in exercising any right, power or remedy under the Loan Agreement or this document by the Provider operates as a waiver. Nor does any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy. The rights, powers and remedies provided in the Loan Agreement and this document are in addition to, and do not exclude or limit any right, power or remedy provided by law.

DEFINITIONS

In this document, words denoting one gender shall include the other and words denoting the singular shall include the plural and references to a person, includes a corporation. The following words have the meanings described below:

Acceptance Date means 30 June 2009 or as otherwise agreed between the Provider and Client.

Application Form means the application form attached to the PDS for the Scheme which incorporates the Loan Application.

Approved Purpose means the establishment and operation of one or more Woodlots in accordance with the Grower Agreements or such other purpose as the Provider may agree to in writing.

Base Rate means the interest rate charged by National Australia Bank Limited on overdrafts of less than \$100,000.

Client means a person who has applied for Woodlots using the 12 month interest free loan by completing the Loan Application and whose application has been accepted by the Provider.

Document means this Loan Agreement and the Application Form.

\$ means Australian dollars.

Default Rate means the Base Rate plus four point five percent (4.5%).

Direct Debit Service Agreement means the request and authority given to debit a specified bank account in order to pay the Provider and which is annexed to this document.

Event means any event upon the occurrence of which monies not yet accrued to the Provider become payable or may become payable by the Client at the option of the Provider.

Event of Default means any of the events specified in clause 10.1.

Financial Accommodation means the amount of financial accommodation or credit provided or agreed to be provided to the Client under or pursuant to this document and/or any Transaction Document.

First Instalment Date means 31 July 2009.

Grower Agreements means the agreements the Client enters into on becoming a grower in the Scheme in respect of the Woodlots being (a) the management agreement; (b) the licence agreement; and (c) the Scheme constitution.

GST has the same meaning as is given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Instalment Amount means the Loan Application Amount divided by 12 plus in relation to the First Instalment Date any amounts payable by the Client pursuant to clause 2.2.

Instalment Date means the date specified in the schedule of payments set out in the written confirmation sent by the Provider to the Client being the date on which an Instalment Amount is to be paid by the Client to the Provider.

Loan Agreement means the agreement for a 12 month interest free loan which forms part of this document.

Loan Application means items 7 to 10 of the Application Form attached to the PDS for the Scheme.

Loan Application Amount means the amount in item 7 of the Application Form (plus any amount of GST the Client may be required to pay to the RE in connection with the issue of Woodlots in the Scheme) or, where the context requires, the balance of that amount remaining outstanding.

Loan Application Fee means the fee per Woodlot referred to in clause 2.2(a) of this Loan Agreement, which is 0.25% of the Loan Application Amount, subject to a minimum of \$250.

Loss means at any time the total credit accommodation provided by the Provider to the Client under or pursuant to the Transaction Document plus the amount of any interest, terms, charges, fees, expenses or discounts payable by the Client but unpaid, less the total of all payments made by the Client. The amount of the Provider's loss will include the amount of any loss or detriment suffered by the Provider as a result of any order made by a court on the application of a liquidator of the Client under section 588FF or otherwise under the Corporations Act.

Meetings means gatherings by members of the Scheme to vote on matters pertaining to the Scheme.

Mortgaged Property means all of the Client's present and future right, title and interest in and to, and all entitlements and benefits arising in favour of the Client in respect of the Scheme, including without limitation, the Woodlots and the Grower Agreements.

PDS means a Product Disclosure Statement issued in accordance with the provisions of the Corporations Act and includes any replacement or supplementary Product Disclosure Statement.

Principal Sum means the Loan Application Amount, the Loan Application Fee and any applicable stamp duty or ASIC fees or where the context requires, the balance of that amount remaining outstanding.

Provider means QPR Capital Finance Pty Ltd ACN 093 209 173.

Receiver means a receiver appointed by the Provider under this document.

Receiver's Powers means the rights, powers and remedies which are conferred on a Receiver pursuant to section 420 of the Corporations Act 2001 (as if references in that section to 'property of a corporation' were references to the Mortgaged Property).

Repayment Date means the date at which the Loan Application Amount is fully paid or such other date as the Provider and the Client may agree to in writing.

Responsible Entity or RE means the responsible entity for the time being of the Scheme being Rewards Projects Ltd (AFS Licence 224000) and includes any temporary or replacement responsible entity.

Sales Contract means a contract for the sale of timber contemplated by the operation of the Scheme.

Scheme means the Rewards Group Premium Timber Project 2009 ARSN 133 719 123.

Secured Money means any money which at any time the Client in any capacity and whether alone or with others:

- (a) is actually or contingently liable to pay to the Provider (including, without limitation, the Principal Sum and all fees and interest amounts under or in connection with this document or the Transaction Documents);
- (b) may become actually or contingently liable to pay to the Provider in the future pursuant to any transaction or arrangement at any time entered into or made by the Provider with any person; or
- (c) may become actually or contingently liable to pay to the Provider in the future as liquidated or unliquidated damages pursuant to any claim or cause of action.

Transaction Documents means this document pursuant to which the Provider will provide a loan to approved applicants for the Approved Purpose, the Grower Agreements and any other document which is in any way related to or connected with this document, including the Direct Debit Service Agreement and any notice sent by the Provider to the Client confirming acceptance of the Loan Application and Transaction Documents means each or any one of them as the context requires.

Trust means any trust or settlement as trustee of which the Client enters into this document as specified in the Application Form.

Trust Deed means, in relation to a Trust, the instrument setting out all the terms currently governing that Trust.

Woodlot means a Woodlot in the Scheme.

Woodlot Holder means the holder of a Woodlot in the Scheme.

Woodlot Mortgage means the mortgage created by clause 3.1 which will create and thereby constitutes the first ranking mortgage or charge over all of the Client's right, title and interest in the Scheme.

10. APPLICANT'S ACKNOWLEDGEMENTS, DECLARATIONS AND SIGNATURES

To be completed by all 12 month interest free loan Applicants.

IMPORTANT INFORMATION

By selecting the 12 month interest free loan option in item 7 of the Application Form to request the Provider provide a loan to the Applicant, I/we acknowledge and declare that:

- I/We have read and understood the Loan Agreement and the Direct Debit Service Agreement (refer to pages 67 to 74) to an extent that, I/we consider necessary and have had the opportunity to seek independent professional advice.
- I/We am a resident of Australia.
- I/We agree to be bound by the Loan Agreement and the Direct Debit Service Agreement (refer to pages 67 to 74), and I/we agree to the terms of each agreement.
- I/We have not relied on any statements or representations made by any party (including the Provider) prior to the Applicant applying for a loan or any investment in the Rewards Group Premium Timber Project 2009.
- Any loan to be provided to me/us by the Provider is to be applied for business or investment purposes. I/We further acknowledge that I/we may lose my/our protection under the Consumer Credit Code.
- I/We know the Provider will be relying on the information (and any other information I/we might provide to the Provider) when providing Financial Accommodation to the Applicant.
- The Provider may accept or reject my/our application at its sole and absolute discretion and that upon acceptance, I/we agree to be bound by the terms of the Loan Agreement and the Direct Debit Service Agreement.
- By signing and returning this Loan Application I/we am/are doing so as a deed poll, irrevocably and in accordance with the terms of this application (including the Loan Agreement and the Direct Debit Service Agreement).
- The Provider can provide information on the status of this loan facility to my/our nominated adviser.
- I/We have read and understood that:
 - monies invested in the Rewards Group Premium Timber Project 2009 do not represent deposits or other liabilities of Rewards Projects Ltd and are subject to investment risk including possible delays in repayment and loss of income or capital invested;
 - Rewards Projects Ltd does not stand behind the capital value nor do they guarantee the performance of this investment or the underlying assets; and
 - Rewards Projects Ltd does not guarantee or provide assurance in respect of its obligations of the Rewards Group Premium Timber Project 2009.
- My/Our obligations under the Loan Agreement and the Direct Debit Service Agreement including my/our obligations to pay money, interest, costs, fees and charges or guarantee the obligations of the Applicant are not affected by:
 - the success or failure of the Rewards Group Premium Timber Project 2009;
 - the level of return from or loss of money invested in the Rewards Group Premium Timber Project 2009;
 - any breach by the Responsible Entity of the Rewards Group Premium Timber Project 2009 of its obligations; or
 - any illegality in connection with the Rewards Group Premium Timber Project 2009, or any Product Disclosure Statement issued with respect to the Rewards Group Premium Timber Project 2009.

Signature of Applicant 1

When Printed -Applicant 1 please sign here

Name

Date - -

Signature of Witness

When Printed -Witness please sign here

Signature of Applicant 2

When Printed -Applicant 2 please sign here

Name

Date - -

Name of Witness

Date - -

ENSURE YOUR SIGNATURE IS WITNESSED

Executed in Accordance with Section 127(1) of the Corporations Act by authority of its Directors in the presence of:

Signature of Director

When Printed - Director please sign here (if applicable)

Name

Date - -

Signature of Witness

When Printed -Witness please sign here (if applicable)

Signature of Director/Company Secretary

When Printed - Director please sign here (if applicable)

Name

Date - -

Name of Witness

Date - -

ENSURE YOUR SIGNATURE IS WITNESSED

Print Form