

Finance Package

Rewards Group

PREMIUM TIMBER PROJECT 2010

ARSN I42 46I 9I6

Responsible Entity: Rewards Projects Ltd (AFS Licence 224000)

Finance Provider: Probitas Finance Pty Ltd (ACN 142 485 390)

www.rewardsgroup.com.au

Finance Package

REWARDS GROUP PREMIUM TIMBER PROJECT 2010 ARSN 142 461 916

Rewards Projects Ltd (AFS Licence 224000)

This Finance Package relates to an investment in the Rewards Group Premium Timber Project 2010 which can only be made via the Product Disclosure Statement dated on or about 16 April 2010 (**PDS**) in relation to the Rewards Group Premium Timber Project 2010.

It is important that you have read the PDS accompanying this Finance Package before applying for a Woodlot in the Rewards Group Premium Timber Project 2010. This Finance Package must not be provided to any person unless at the same time access is given to the PDS. If you have received the PDS electronically, the Responsible Entity will provide a free paper copy on request. Unless otherwise defined in this Finance Package, capitalised terms have the same meaning as defined in the PDS.

Any Financial Accommodation that is provided will be provided by Probitas Finance Pty Ltd (ACN 142 485 390) (**Probitas** or **Provider**). Any Financial Accommodation provided by the Provider will be administered by Rewards Projects Ltd as agent for the Provider.

POST ENTIRE COMPLETED FINANCE PACKAGE TO:

Rewards Group Premium Timber Project 2010 Finance Package
c/o Rewards Projects Ltd
PO Box 803
West Perth WA 6872

Application Deadline

To ensure assessment of your application can be completed in time, your signed, completed Finance Package and all supporting documentation, must reach the Provider by no later than

5:00pm on 30 June 2010

Finance Package Checklist

Checklist

TICK BOX TO INDICATE
THAT ITEM IS COMPLETE

1	<h3>Application Form from PDS</h3> <ul style="list-style-type: none"> <input type="checkbox"/> Completed, signed and witnessed Rewards Group Premium Timber Project 2010 Application Form. 	
2	<h3>Supporting Documentation</h3> <p>INDIVIDUAL APPLICATION</p> <ul style="list-style-type: none"> <input type="checkbox"/> Proof of Identification of the Individual(s) (copy of Drivers Licence OR Passport). <input type="checkbox"/> Proof of Income: <ul style="list-style-type: none"> - If Employed – two most recent pay slips; or - If Self Employed – most recent tax return AND assessment notice. <input type="checkbox"/> Proof of rental income (if applicable). <input type="checkbox"/> Dividend statements (if applicable). <input type="checkbox"/> Proof of tax free income (if applicable). <p>COMPANY / CORPORATE APPLICATION</p> <ul style="list-style-type: none"> <input type="checkbox"/> Proof of Identification of the Directors (copy of Drivers Licence OR Passport). <input type="checkbox"/> Most recent Balance Sheet AND Profit and Loss Statement to be signed by Directors. <input type="checkbox"/> Most recent Company tax return AND assessment notice. <input type="checkbox"/> All Directors must complete section 2.2 and 2.3 and sign on page 8 as a Guarantor. <p>TRUSTEE APPLICATION</p> <ul style="list-style-type: none"> <input type="checkbox"/> Proof of Identification of the Trustees and, where applicable, Directors Corporate Trustee (copy of Drivers Licence OR Passport). <input type="checkbox"/> Most recent Trust Deed and any Amending Deeds. <input type="checkbox"/> Most recent Balance Sheet AND Profit and Loss Statement. <input type="checkbox"/> Most recent Trust tax return AND assessment notice. <input type="checkbox"/> All Trustees of the Trust must complete section 2.2 and 2.3 and sign on page 8 as a Guarantor. <input type="checkbox"/> For Corporate Trustees, all Directors must complete section 2.2 and 2.3 and sign on page 8 as a Guarantor. 	
3	<h3>Direct Debit Request Service Agreement</h3> <ul style="list-style-type: none"> <input type="checkbox"/> Completed and signed Direct Debit Service Agreement (page 9). 	
4	<h3>Cash Deposit</h3> <ul style="list-style-type: none"> <input type="checkbox"/> Payment of a Deposit per Woodlot. 	
5	<h3>Signatures</h3> <p>Signatures for Applicants and Guarantors (if relevant) are required for:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Consents and Finance Agreement (page 8). <input type="checkbox"/> Direct Debit Request Service Agreement (page 9). 	
6	<h3>Witness Signatures</h3> <p>Ensure your Finance Application is witnessed on the following pages:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Application Form - Woodlots from the Rewards Group Premium Timber Project 2010 PDS. <input type="checkbox"/> Consents and Finance Agreement (page 8). 	

Notes

- Due to legal requirements, finance is not available to superannuation funds.
- Additional information may be requested at the discretion of the Provider.

PART I FINANCE APPLICATION

RAN: 014537
Name: Wealth Focus Pty Ltd
Company: PO Box 760
Manly, NSW 1655
Tel: 1300 559869
AFSL: 314872

I.1 APPLICANT DETAILS

Applicant 1

Individual Corporate Trustee

Mr/Mrs/Miss/Ms/Dr/Other First Name Middle Name Last Name

Company Name ABN

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

Applicant 2

Individual Corporate Trustee

Mr/Mrs/Miss/Ms/Dr/Other First Name Middle Name Last Name

Company Name ABN

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

PART 2 FINANCIAL INFORMATION

2.1 STATEMENT OF FINANCIAL POSITION OF APPLICANTS

To be completed by Applicants who are applying for finance.

ASSETS

Cash/Bank Accounts	\$	<input type="text"/>
Residential Property	\$	<input type="text"/>
Investment Property	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
Margin Loans	\$	<input type="text"/>
Managed Funds	\$	<input type="text"/>
Listed Shares	\$	<input type="text"/>
Vehicles	\$	<input type="text"/>
Agricultural Managed Investment Schemes	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
Other Assets (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

MONTHLY INCOME

Gross Salary/Wages	\$	<input type="text"/>
Rental Income	\$	<input type="text"/>
Dividend Income	\$	<input type="text"/>
Tax Free Income	\$	<input type="text"/>
Other Income (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

LIABILITIES

<input type="text"/>	\$	<input type="text"/>
Residential Mortgage	\$	<input type="text"/>
Investment Mortgage/Loans	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
Margin Loans	\$	<input type="text"/>
Managed Funds Loans	\$	<input type="text"/>
Listed Share Loans	\$	<input type="text"/>
Vehicle Loans	\$	<input type="text"/>
Agricultural Managed Investment Scheme Loans	\$	<input type="text"/>
Third Party Guarantees	\$	<input type="text"/>
Credit Card (Limit)	\$	<input type="text"/>
Other Liabilities (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

MONTHLY EXPENDITURE

Residential Mortgage Payments	\$	<input type="text"/>
Investment Mortgage Payments	\$	<input type="text"/>
Margin Loan Payments	\$	<input type="text"/>
Vehicle Loan Payments	\$	<input type="text"/>
Managed Investment Scheme Payments	\$	<input type="text"/>
Other Loan and Lease Payments	\$	<input type="text"/>
Credit Card Payments	\$	<input type="text"/>
Other Expenses (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

NOTE: You must sign at the end of section 3.

2.2 GUARANTORS DETAILS

To be completed by all **Guarantors**.

If the Applicant is a trust or corporate entity, the directors of the trustee company/corporate entity must provide a personal guarantee.

Refer to section 2.3 for the Statement of Financial Position for Guarantors which must be completed.

NOTE: You must sign at the end of section 3.

GUARANTOR 1

Mr/Mrs/Miss/Ms/Dr/Other First Name Middle Name Last Name

Residential Address/Registered Office

 State Postcode

Occupation Date of Birth --

Email Address

Drivers Licence Number State of Issue

Contact Numbers

Work -

Home -

Mobile -

Facsimile -

GUARANTOR 2

Mr/Mrs/Miss/Ms/Dr/Other First Name Middle Name Last Name

Residential Address/Registered Office

 State Postcode

Occupation Date of Birth --

Email Address

Drivers Licence Number State of Issue

Contact Numbers

Work -

Home -

Mobile -

Facsimile -

2.3 STATEMENT OF FINANCIAL POSITION FOR GUARANTORS

Please complete the following details regarding the financial position of the **Guarantors**.

Please provide total figures for all nominated **Guarantors**.

ASSETS

Cash/Bank Accounts	\$	<input type="text"/>
Residential Property	\$	<input type="text"/>
Investment Property	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
Margin Loans	\$	<input type="text"/>
Managed Funds	\$	<input type="text"/>
Listed Shares	\$	<input type="text"/>
Vehicles	\$	<input type="text"/>
Agricultural Managed Investment Schemes	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
Other Assets (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

MONTHLY INCOME

Gross Salary/Wages	\$	<input type="text"/>
Rental Income	\$	<input type="text"/>
Dividend Income	\$	<input type="text"/>
Tax Free Income	\$	<input type="text"/>
Other Income (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

LIABILITIES

<input type="text"/>	\$	<input type="text"/>
Residential Mortgage	\$	<input type="text"/>
Investment Mortgage/Loans	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
Margin Loans	\$	<input type="text"/>
Managed Funds Loans	\$	<input type="text"/>
Listed Share Loans	\$	<input type="text"/>
Vehicle Loans	\$	<input type="text"/>
Agricultural Managed Investment Scheme Loans	\$	<input type="text"/>
Third Party Guarantees	\$	<input type="text"/>
Credit Card (Limit)	\$	<input type="text"/>
Other Liabilities (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

MONTHLY EXPENDITURE

Residential Mortgage Payments	\$	<input type="text"/>
Investment Mortgage Payments	\$	<input type="text"/>
Margin Loan Payments	\$	<input type="text"/>
Vehicle Loan Payments	\$	<input type="text"/>
Managed Investment Scheme Payments	\$	<input type="text"/>
Other Loan and Lease Payments	\$	<input type="text"/>
Credit Card Payments	\$	<input type="text"/>
Other Expenses (please list)	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
<input type="text"/>	\$	<input type="text"/>
TOTAL	\$	<input type="text"/>

NOTE: You must sign at the end of section 3.

PART 3 CONSENTS

3. PRIVACY ACT

3.1 CONSENT AND ACKNOWLEDGMENT (FOR APPLICANTS SEEKING FINANCE AND THEIR GUARANTORS)

I/We authorise the Provider and/or the Responsible Entity to obtain certain credit information to enable the Provider and/or the Responsible Entity to assess my/our application for commercial or personal credit, or to be a Guarantor for the Applicant(s). I/We authorise the Provider and/or the Responsible Entity:

- To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to personal credit provided by the Provider.
- To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by the Provider. This is in accordance with the Privacy Act 1988 (Act).
- To obtain a report containing information about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person in relation to personal credit provided by the Provider. This is in accordance with the Act.
- To obtain a report from a credit reporting agency any other information in relation to my/our commercial credit activities.
- To obtain personal information about me/us from any motor vehicle or driver's licence registry in Australia, if required.

I/We understand that the Act allows the Provider/nominee and/or the Responsible Entity to give a credit reporting agency certain personal information about me/us which I/we authorise the Provider/nominee and/or the Responsible Entity to do. The information which may be given to the agency is covered by Section 18E(1) of the Act and includes:

- Details to identify me/us. For example name, sex, date of birth, current address, my/our current or last known employer and my/our drivers licence number.
- The fact that I/we have applied for credit and the amount.
- The fact that the Provider is a credit provider to me/us.
- Payments which become overdue by more than sixty (60) days.
- Cheque(s) drawn by me/us which have become dishonoured.
- Advice that payments are no longer overdue.
- In specified circumstances, that in the opinion of the Provider and/or the Responsible Entity, I/we have committed a serious credit infringement.
- That the credit provided to me/us by the Provider has been paid or otherwise discharged.

In accordance with the Act, I/we authorise the Provider/nominee and/or the Responsible Entity to give to and obtain from credit providers named in the credit application and that may be named in the credit report issued by a credit reporting agency information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.

3.2 DISCLOSURE STATEMENT AND CONSENT (FOR APPLICANTS SEEKING FINANCE AND GUARANTORS)

The Provider and the Responsible Entity are committed to protecting the privacy of the personal information that you provide to us and we only collect personal information from you, which is necessary for us to provide assistance to you. We need to collect the personal information requested in this Finance Application to provide us with sufficient information to enable us to assess and process the application for finance. If you do not provide us with this information, we may not be able to assess and process the Finance Application.

To assist us to assess and process the application, we may disclose your personal information that we collect on this Finance Application to our relevant staff involved and to our agents, financial advisers and contractors engaged by us.

We must rely on you to provide information to us that is current and accurate and we will give you the opportunity to find out what personal information we hold about you and, where necessary, correct any errors in this information (some restrictions and costs may apply).

By signing this Finance Application, you agree to us using and disclosing your information as set out above. If this Finance Application is signed under attorney, the attorney states that he/she has no notice of the revocation of the Power of Attorney under the authority of which the Finance Application is signed.

3.3 APPLICANTS AND GUARANTORS ACKNOWLEDGEMENTS, DECLARATIONS AND SIGNATURES

To be completed by all Applicants and Guarantors.

IMPORTANT INFORMATION (applies to all Applicants and Guarantors).

By requesting that the Provider provide finance to the Applicant, I/we acknowledge and declare that:

- I/We have read and understood the Finance Agreement and the Direct Debit Service Agreement (both of which are annexed to this Finance Application) to an extent that, I/we consider necessary and have had the opportunity to seek independent professional advice.
- I/We am/are a resident of Australia.
- I/We agree to be bound by the Finance Agreement and the Direct Debit Service Agreement (both of which are annexed to this Finance Application), 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 finance for an investment in the Rewards Group Premium Timber Project 2010.
- Any finance 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 that the Provider will be relying on the information within this Finance Application (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 Finance Application at its sole and absolute discretion and that upon acceptance of the Finance Application, I/we agree to be bound by the terms of the Finance Agreement, the Direct Debit Service Agreement and this Finance Application.
- By signing and returning this Finance Application I/we am/are doing so as a deed poll, irrevocably and in accordance with the terms of this Finance Application (including the Finance Agreement and the Direct Debit Service Agreement).
- The Provider can provide information on the status of this finance facility to my/our nominated adviser or any entity associated with the Provider.
- I/We have read and understood that:
 - monies invested in the Rewards Group Premium Timber Project 2010 do not represent deposits or other liabilities of Probitas Finance Pty Ltd (ACN 142 485 390) or associates of Probitas Finance Pty Ltd (ACN 142 485 390) and are subject to investment risk including possible delays in repayment and loss of income or capital invested;
 - none of Probitas Finance Pty Ltd (ACN 142 485 390) or any associates of Probitas Finance Pty Ltd (ACN 142 485 390) stands behind the capital value nor do they guarantee the performance of this investment or the underlying assets; and
 - none of Probitas Finance Pty Ltd (ACN 142 485 390) or any associates of Probitas Finance Pty Ltd (ACN 142 485 390) guarantees or provides any assurance in respect of the obligations of the Responsible Entity of the Rewards Group Premium Timber Project 2010.
- My/Our obligations under the Finance 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 2010;
 - the level of return from or loss of money invested in the Rewards Group Premium Timber Project 2010;
 - any breach by the Responsible Entity of the Rewards Group Premium Timber Project 2010 of its obligations; or
 - any illegality in connection with the Rewards Group Premium Timber Project 2010, or any Product Disclosure Statement issued with respect to the Rewards Group Premium Timber Project 2010.

Signed, sealed and delivered by Applicant 1

Date - -

Witness Signature

Witness Name

Date - -

Signed, sealed and delivered by Applicant 2

Date - -

Witness Signature

Witness Name

Date - -

Signed, sealed and delivered by Guarantor 1

Date - -

Witness Signature

Witness Name

Date - -

Signed, sealed and delivered by Guarantor 2

Date - -

Witness Signature

Witness Name

Date - -

PART 4 DIRECT DEBIT SERVICE AGREEMENT

4.1 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 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 --

If the above boxes are left blank, the Provider will complete the boxes on your behalf.

NOTE: Credit cards will not be accepted.

MONTHLY INSTALMENTS

The Provider will write to you within 30 days of the Date of Advance and advise you of your actual monthly Instalment Amount, the Specified Rate, the Application Fee, applicable stamp duty amount and any ASIC registration fees. The first debit will be made one month after the Date of Advance and at monthly intervals thereafter. Each of the debits will be of equal amounts.

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 am/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
Date --

4.2 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.

PART 5 FINANCE AGREEMENT

FINANCE AGREEMENT - REWARDS GROUP PREMIUM TIMBER PROJECT 2010

1. Advance of Principal Sum

1.1 Subject to the Client satisfying all conditions precedent specified by the Provider, on the Date of Advance the Provider will advance and the Client will accept an advance of the Principal Sum in one lump sum, which must be applied for no purpose other than the Approved Purpose.

2. Repayment of the Principal and Interest Amounts

2.1 The Client will pay each Instalment Amount, which comprises principal and interest payments in respect of the Principal Sum, to the Provider in accordance with the schedule of monthly payments set out in the written confirmation sent by the Provider to the Client within 30 days of the Date of Advance.

2.2 The interest amount will be computed on a daily basis on a year of 365 days.

2.3 Interest at the Specified Rate will accrue on the Principal Sum on and from the Date of Advance. The first interest payment will be calculated on the period from the Date of Advance to the date which is one month after the Date of Advance.

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

2.5 The Client may pay or prepay all or part of the Secured Monies at any time with the prior consent of the Provider and upon payment of the Provider's estimate of the reasonable costs (including Break Costs) to be incurred by it as a consequence of permitting the early payment.

2.6 The Client must pay to the Provider on demand interest calculated at the Specified Rate on daily balances of any money comprised in the Secured Money which does not otherwise bear interest under this document from the date it was outlaid or paid by the Provider or first became due to the Provider to the date of its payment.

2.7 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.

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

3. Guarantee and Indemnity from the Guarantor

3.1 The Guarantor unconditionally and irrevocably guarantees payment to the Provider of all the Secured Money. If the Client does not pay the Secured Money on time and in accordance with any arrangement under which it is expressed to be owing, then the Guarantor must pay the Secured Money to the Provider on demand from the Provider (whether or not demand has been made by the Provider on the Client). A demand may be made at any time and from time to time.

3.2 The guarantee in clause 3.1 is a continuing obligation and extends to all of the Secured Money.

3.3 The Guarantor unconditionally and irrevocably indemnifies the Provider against, and the Guarantor must therefore pay the Provider on demand for, liability, loss or costs the Provider suffers or incurs if:

- (a) the Client does not, is not obliged to, or is unable to, pay the Provider the Secured Money in accordance with any arrangement under which it is expressed to be owing; or
- (b) the Provider is obliged, or the Provider agrees, to pay

an amount to a trustee in bankruptcy or liquidator (or a bankrupt person or insolvent company) in connection with a payment by the Guarantor or the Client.

3.4 The indemnity in clause 3.3 is a continuing, unconditional and irrevocable obligation.

3.5 Under law, a trustee in bankruptcy, liquidator or controller (as defined in the Corporations Act 2001) may ask the Provider to refund a payment the Provider has received in connection with the Secured Money or this document. To the extent the Provider is obliged to, or the Provider agrees to make a refund, the Provider may treat the payment as if it had not been made. The Provider is then entitled to its rights against the Guarantor as if the payment had never been made. If the Provider asks, the Guarantor must do everything necessary to restore to the Provider any guarantee or indemnity the Provider held from the Guarantor immediately before the payment.

3.6 Rights given to the Provider and the obligations and liabilities of the Guarantor under this clause 3 are not affected by any act or omission by the Provider or by anything else that might otherwise affect them under law or otherwise, including:

- (a) the Provider granting any time, waiver or other indulgence to the Client, the Guarantor or another person;
- (b) the novation, assignment, rescission, termination or variation of any contract or arrangement between the Provider and the Client or another person;
- (c) the fact that the Provider varies or replaces any arrangement under which the Secured Money is expressed to be owing, such as by increasing the credit limit, varying the interest rate or extending the term;
- (d) the fact that the Provider releases the Client or gives them a concession, such as more time to pay;
- (e) the fact that the Provider releases, loses the benefit of or does not obtain any security;
- (f) the fact that the Provider does not register or stamp any security which could be registered;
- (g) the death, mental or physical disability or insolvency of any person including the Client;
- (h) any breach of trust or any limitation on the Client's indemnity or the trust assets available to satisfy the indemnity; or
- (i) anything else which might at law or in equity have the effect of prejudicing or discharging the Guarantor's liability under this document.

3.7 This guarantee and indemnity under this clause 3 does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any other guarantee or indemnity, mortgage, charge or other security, or right or remedy to which the Provider is entitled; or
- (b) a judgment or order which the Provider obtains against the Guarantor in respect of the Secured Money or any other amount payable under this clause.

3.8 This document binds the Guarantor even if another person who was intended to sign it does not sign it or is not bound by it.

3.9 The Guarantor acknowledges that they are responsible for making themselves aware of the financial position of the Client and any co-guarantors.

3.10 As long as any of the Secured Money remains unpaid, the Guarantor may not, without the Provider's consent:

- (a) reduce its liability under this document by claiming that they or the Client or any other person has a right of set-off or counterclaim against the Provider;
- (b) exercise any legal rights to, or claim to be entitled to, the benefit of another guarantee or mortgage, charge or other security given in connection with the Secured Money or any other amount payable under this document;
- (c) claim an amount from the Client under a right of indemnity; or
- (d) claim an amount in the insolvency of the Client of the Secured Money.

3.11 The Guarantor warrants to the Provider that he or she:

- (a) has read and understands this document;
- (b) understands the extent of the Client's current and proposed commitments to the Provider; and
- (c) has obtained such legal and financial advice as he or she considers necessary to appreciate his or her legal obligations under this document and the risks involved in giving a guarantee and indemnity in respect of the obligations of the Client to the Provider.

3.12 The Guarantor warrants to the Provider that:

- (a) this document is in all respects valid and binding on the Guarantor and enforceable in accordance with its terms;
- (b) the Guarantor is not entering this document as the trustee of any trust; and
- (c) the Guarantor is solvent.

4. Woodlot Mortgage

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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 4.5.

5. Warranties

5.1 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 or the Guarantor to the Provider in connection with the Transaction Documents (including, without limitation, the Finance Application provided by the Client and, if applicable, the Guarantor to the Provider) 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 or Guarantor 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.

5.2 Each warranty contained in clause 5.1 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.

6. Undertakings

6.1 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.
- 6.2 If the Client fails to keep in force an insurance policy required under clause 6.1 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.
- 7. Trust Provisions**
- 7.1 This clause 7 applies where the Client has entered into this document and the Transaction Documents as the trustee of a Trust.
- 7.2 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.
- 7.3 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.
- 7.4 Without limiting any right of subrogation the Provider may have, the Client 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.
- 7.5 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 7.4.
- 7.6 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 a Transaction Document, then the obligation to pay or perform the obligation will be a personal obligation of the Client and must be performed by it accordingly.
- 8. Indemnities**
- 8.1 The Client indemnifies the Provider against all actions, fines, claims, demands, losses, damages, liabilities, costs (including Break 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.
- 8.2 A certificate by the Provider is prima facie evidence of any loss payable by the Client pursuant to clause 8.1.
- 8.3 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.
- 9. Prohibition on dealing with the Mortgaged Property**
- 9.1 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.
- 10. Events of Default**
- 10.1 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 or Guarantor 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 or the Guarantor in connection with the Transaction Documents is at any time found to be incorrect or misleading;
- (e) the Client or Guarantor commits an act of bankruptcy within the meaning of section 40 of the Bankruptcy Act 1966 or the Client or Guarantor 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 or the Responsible Entity requiring its remedy.
- 10.2 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.
- 11. Consequences of an Event of Default**
- 11.1 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 the behalf of the Client at Meetings.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 12. Costs and Duties**
- 12.1 Subject to clauses 12.2, 12.3 and 12.4, each party must pay its own costs and expenses (including legal costs) incurred by it under or in connection with this document.
- 12.2 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.
- 12.3 The applicable stamp duty payable on this document and the Transaction Documents is payable in full by the Client to the Provider one month after the Date of Advance.
- 12.4 An Application Fee of the greater of \$250 or one quarter of one percent (0.25%) of the Finance Application Amount is payable by the Client to the Provider in full one month after the Date of Advance.
- 13. Notices**
- 13.1 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 or Guarantor, the address set out in the Finance Application; and
 - (b) in the case of the Provider, Ground Floor, 50 Colin Street, West Perth WA 6005 or PO Box 803, West Perth WA 6872 or sent by facsimile to the facsimile number of the Applicant or Guarantor set out in the Finance 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.
- 14. GST**
- 14.1 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.

14.2 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.

15. Provider may deal with its Rights

15.1 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 or the Guarantor. The Client and the Guarantor 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.

15.2 The Provider may without notice to the Client or the Guarantor disclose information relating to the Client, the Guarantor or the Secured Money in connection with a genuine proposal to assign any interest in the Secured Money or a Transaction Document.

16. Power of Attorney

16.1 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 16).

16.2 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.

16.3 An attorney appointed under clause 16.1 may act notwithstanding any conflict of interest.

17. Miscellaneous

17.1 This document is governed by and must be interpreted in accordance with the laws of Western Australia.

17.2 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.

17.3 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.

17.4 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.

17.5 Time is of the essence in relation to the performance of the Client's obligations under this document.

17.6 If the Client or Guarantor is more than one person, the obligations of the Client or Guarantor (as the case may be) are joint and several.

17.7 No failure to exercise and no delay in exercising any right, power or remedy under the Finance 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 to the Provider in the Finance 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:

Applicant means a person who has applied for finance by signing a Finance Application.

Application Fee means the application fee charged by the Provider for assessing and processing the Finance Application which is the greater of \$250 or one quarter of one percent (0.25%) of the Finance Application Amount.

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.

Break Costs means, in relation to a Provider, the loss or liability, if any, incurred by that Provider (as determined by it in its sole opinion), because of:

- (a) the liquidation or re-deployment of deposits or other funds acquired or contracted for by that Provider to fund or maintain its participation in the Principal Sum; or
- (b) the reversing or termination of any agreement or arrangement entered into by that Provider to hedge, fix or limit its effective cost of funding or maintaining its participation in the Principal Sum,

to the extent that loss or liability arises as a result of the prepayment or early repayment of all or part of an Instalment Amount (or the Principal Sum) on any date other than an Instalment Date. The amount of Break Costs will be the amount payable in lieu of the interest which would otherwise have been paid if no prepayment had occurred.

Client means a person who has applied for finance by signing a Finance Application and whose application has been accepted by the Provider.

Date of Advance means the date the Provider determines to accept the application for finance made by the Client and provides the Financial Accommodation to the Client.

Document means this Finance Agreement and the Finance Application.

\$ means Australian dollars.

Default Rate means Specified Rate plus five percent (5%).

Deposit means the deposit required to be paid in cash and paid by the Client in respect of the Finance Application and as stipulated by the Provider.

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.

Finance Application or Finance Package means the Finance Application form executed by an Applicant, being the form to which this document is annexed.

Finance Application Amount means the amount referred to in item 1.2 of the Finance Application or, where the context requires, the balance of that amount remaining outstanding.

Finance Agreement means the agreement for finance which forms part of this document.

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).

Guarantor means a person who has signed a Finance Application as guarantor in respect of the Client.

Instalment Amount means each amount that the Client is required to pay each month to the Provider as set out in the written confirmation sent by the Provider to the Client within 30 days of the Date of Advance.

Instalment Date means the date specified in the schedule of payments set out in the written confirmation sent by the Provider to the Client within 30 days of the Date of Advance being the date on which an Instalment Amount is to be paid by the Client to the Provider.

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 or the Guarantors. 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.

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

Provider means Probitas Finance Pty Ltd (ACN 142 485 390)

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 Finance Application Amount is fully paid pursuant to the type of facility selected in item 1.2 of the Finance Application 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 Teak or Sandalwood logs or timber contemplated by the operation of the Scheme.

Scheme means the Rewards Group Premium Timber Project 2010 ARSN 142 461 916.

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 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.

Specified Rate means the fixed interest rate payable by the Client on the Financial Accommodation provided by the Provider, which will be fixed by the Provider (in its absolute discretion) on the Date of Advance and which shall be that interest rate calculated by taking the 180 day bank bill swap rate published daily in the Australian Financial Review, plus a margin of up to 9% per annum (such margin to be determined by the Provider in its absolute discretion) and as set out in the written confirmation sent by the Provider to the Client within 30 days of the Date of Advance.

Transaction Documents means this Document pursuant to which the Provider will provide finance to approved Applicants for finance 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 the notice sent by the Provider to the Client confirming acceptance of the Finance Application pursuant to item 1.2 of the Finance Application) and Transaction Document 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 Finance Application.

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 4.1 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.



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