

# FEA PLANTATIONS PROJECT 2008

Setting the standard in managed forestry investments

## FINANCE APPLICATION

Use this Finance Application only for Principal & Interest Loans of \$100,000 or more

- Low interest rates starting from 8.5% per annum
- Interest rates fixed for the term of the loan
- Principal & Interest loans from 3 to 15 years
- No loan application fee
- Credit card facility available for deposits and repayments
- Financial Returns Calculator with loan repayments available on [www.fealtd.com](http://www.fealtd.com)

For Loans of less than \$100,000 and all 1 year 'Interest Free' Loans use the PDS Application Form

- Use our simple 'Tick the Box' No-doc Loan Facility in the PDS (with no finance application, deposit or documentation required) for all loans less than \$100,000. Also available for 1 year 'Interest Free' loans of \$100,000 or more.



## LODGEMENT OF FINANCE APPLICATION

Applications should be sent to:

FEA Plantations Project 2008  
Forest Enterprises Australia  
PO Box 733 Launceston TAS 7250





## IMPORTANT INFORMATION

Forest Enterprises Australia (FEA) has finance available for establishment fees to approved applicants in the FEA Plantations Project 2008 (Project) ARSN 129 750 296.

**Applicants applying for loans of less than \$100,000 do not need to complete this Application for Finance, because financial information is not required. Please refer to the checklist on page 105 of the FEA Plantations Project 2008 PDS.**

Applicants for finance should read the Loan Agreement and the guarantee (if applicable) carefully before signing this application for finance. We further recommend that you seek independent legal and financial advice prior to making an application for finance.

The security for the loan is provided by an assignment of the grower's rights and interests under the forestry right lease and management agreements for the term of the loan. Directors of company applicants are required to provide personal guarantees and indemnities.

*All loans are subject to our normal credit approval process.*

For further information, please contact either your financial adviser or FEA on freecall 1800 600 009.

FEA is a reporting entity pursuant to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (AML/CTF Act) as it carries on the business of providing loans. Accordingly, FEA has obligations under the AML/CTF Act to conduct customer identification and verification.

Borrowers who receive finance from FEA are our customers under the AML/CTF Act. Those borrowers are growers in the Project. FEA Plantations Limited (FEA Plantations) also has obligations under the legislation to conduct customer identification and verification on its growers. As FEA and FEA Plantations are part of a "designated business group" as that term is defined in the legislation, FEA is permitted to rely on the customer identification and verification conducted by FEA Plantations.

## APPLICATION CHECKLIST FOR LOANS OF \$100,000 OR MORE

**Please return the following to Forest Enterprises Australia.**

ITEM (Applications of \$100,000 or Greater)	ATTACHED ✓
<b>Application For Finance</b> <ul style="list-style-type: none"> <li>Completed form executed on page 10 by each Borrower and Guarantor (if applicable).</li> </ul>	
<b>Proof of Income</b> <ul style="list-style-type: none"> <li>If the Borrower or Guarantor is an individual, their latest payslip and their last 2 years tax returns.</li> <li>If the Borrower is a company or a trust, the financial statements and tax returns of the company or trust for the last 2 years.</li> </ul>	
<b>Direct Debit Authority</b> <ul style="list-style-type: none"> <li>Completed form, executed on page 11 by each Borrower and Guarantor (if applicable).</li> </ul>	
<b>Application Form and Power of Attorney</b> <ul style="list-style-type: none"> <li>Completed Application Form: Power of Attorney from the FEA Plantations Project 2008 PDS.</li> </ul>	
<b>Deposit</b> <ul style="list-style-type: none"> <li>Payment of 10% deposit (minimum) of the total application amount.</li> </ul>	

# INSTRUCTIONS TO APPLICANTS FOR LOANS OF \$100,000 OR MORE

Please refer to the following checklist when completing the Application for Finance as different sections are applicable depending on whether you are an individual, a company or a guarantor:

INDIVIDUAL/JOINT APPLICANTS	COMPANY APPLICANTS	DIRECTOR GUARANTORS
1 PROJECT AND FINANCE DETAILS <input type="checkbox"/>	1 PROJECT AND FINANCE DETAILS <input type="checkbox"/>	4 GUARANTOR DETAILS (DIRECTORS) <input type="checkbox"/>
2 INDIVIDUAL APPLICANTS <input type="checkbox"/>	3 COMPANY APPLICANTS <input type="checkbox"/>	6 STATEMENT OF FINANCIAL POSITION <input type="checkbox"/>
5 CONTACT DETAILS <input type="checkbox"/>	5 CONTACT DETAILS <input type="checkbox"/>	7 EMPLOYMENT/ INCOME DETAILS <input type="checkbox"/>
6 STATEMENT OF FINANCIAL POSITION <input type="checkbox"/>	6 STATEMENT OF FINANCIAL POSITION <input type="checkbox"/>	12 GUARANTORS SIGNATURES AND WITNESS <input type="checkbox"/>
7 EMPLOYMENT/ INCOME DETAILS <input type="checkbox"/>	7 EMPLOYMENT/ INCOME DETAILS <input type="checkbox"/>	
9 DATE <input type="checkbox"/>	9 DATE <input type="checkbox"/>	
10 BORROWERS SIGNATURES AND WITNESS <input type="checkbox"/>	11 COMPANY SIGNATURES <input type="checkbox"/>	
DIRECT DEBIT AUTHORITY <input type="checkbox"/>	DIRECT DEBIT AUTHORITY <input type="checkbox"/>	

## APPLICATIONS SHOULD BE SENT TO:

FEA Plantations Project 2008  
Forest Enterprises Australia  
PO Box 733  
Launceston TAS 7250



# INSTRUCTIONS TO APPLICANTS FOR LOANS OF \$100,000 OR MORE

Use the FEA Plantations Project 2008 'Tick the Box' loan facility for loan applications less than \$100,000. Please refer to the following information when completing the Application for Finance for loans of \$100,000 or more.

## 1 PROJECT AND FINANCE DETAILS

In this section, you should indicate which woodlot option you wish to invest in and which finance options you wish to apply for. Please refer to the guidance notes at the bottom of page 5 for assistance in completing this section.

## 2 INDIVIDUAL APPLICANTS

This section must be completed by all applicants where the interests will be recorded in personal names, including individual trustees.

## 3 COMPANY APPLICANTS

This section must be completed by all company applicants, including corporate trustees.

## 4 GUARANTOR DETAILS FOR COMPANY APPLICANTS

Where a company is applying, all directors of the applicant company are required to provide personal guarantees and indemnities.

## 5 CONTACT DETAILS

This section should be completed by all applicants.

## 6 STATEMENT OF FINANCIAL POSITION

This section will need to be completed by all individual applicants and any guarantors. For company and trust borrowers, please provide us with the financial statements and tax returns of the company or trust for the last 2 years. Please attach additional sheets if insufficient space is provided.

## 7 EMPLOYMENT/INCOME DETAILS

This section will need to be completed by all individual applicants and any guarantors.

Please refer to the checklist on page 2 for details regarding proof of income requirements. Please attach additional sheets if insufficient space is provided.

## 8 ACKNOWLEDGMENTS

This section includes your acknowledgements that you have read and understood all parts of the Application for Finance and Loan Agreement and authorise the collection, use, disclosure and maintenance of personal information as set out in the Acknowledgment and Consent Under the Privacy Act. If you feel that you do not understand the risks involved, you should not sign the Application for Finance until you have obtained independent legal and financial advice.

## 9 DATE

Should be dated the day of execution.

## 10 EXECUTION - INDIVIDUAL APPLICANTS

For individual applications, all borrowers need to sign where indicated. All signatures must be witnessed by an independent party, not a borrower, guarantor or director.

## 11 EXECUTION - COMPANY APPLICANTS

For company applications, directors must sign on behalf of the company and note their full names and office held. If the company has only one Director and Secretary, only one signature is required with the full name. All directors of the company must also sign under Section 12.

## 12 EXECUTION - GUARANTORS OF COMPANY APPLICANTS

For company applications, all directors need to sign where indicated. All signatures must be witnessed by an independent party, not a borrower, guarantor or director.

## DIRECT DEBIT AUTHORITY

Please complete the Direct Debit Authority to allow your monthly instalments to be deducted from your nominated bank account or credit card.

## LODGEMENT OF APPLICATION FORMS

Applications may be lodged through your financial adviser, or sent directly to Forest Enterprises Australia Ltd at:

FEA Plantations Project 2008  
Forest Enterprises Australia  
PO Box 733  
Launceston TAS 7250

# APPLICATION FOR FINANCE FOR LOANS OF \$100,000 OR MORE

## 1 PROJECT AND FINANCE DETAILS

You should complete this section to indicate the investment and finance options you wish to apply for. Please complete in block letters. Do not use correction fluid, if you make any errors, simply cross out and have all parties initial it.

Please refer to the guidance notes below, if unsure on how to complete.

Investment Option	Finance Options	Total No of Woodlots/ Units (a)	Cost per Woodlot/ Unit (b)	Investment per Option (c) (a x b = c)	Deposit (10% minimum required) (d)	Finance Required (c - d)
Woodlot Option 1	3 years Principal & Interest @ 8.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	5 years Principal & Interest @ 9.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	7 years Principal & Interest @ 9.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	10 years Principal & Interest @ 10.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
Woodlot Option 2	3 years Principal & Interest @ 8.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	5 years Principal & Interest @ 9.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	7 years Principal & Interest @ 9.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	10 years Principal & Interest @ 10.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	12 years Principal & Interest @ 10.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
Woodlot Option 3	3 years Principal & Interest @ 8.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	5 years Principal & Interest @ 9.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	7 years Principal & Interest @ 9.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	10 years Principal & Interest @ 10.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	12 years Principal & Interest @ 10.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	15 years Principal & Interest @ 11.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$3,465	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
Woodlot Option 4	3 years Principal & Interest @ 8.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$23,100	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	5 years Principal & Interest @ 9.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$23,100	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	7 years Principal & Interest @ 9.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$23,100	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	10 years Principal & Interest @ 10.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$23,100	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	12 years Principal & Interest @ 10.5%	<input type="text"/> <input type="text"/> <input type="text"/>	\$23,100	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
	15 years Principal & Interest @ 11.0%	<input type="text"/> <input type="text"/> <input type="text"/>	\$23,100	\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
<b>TOTALS</b>				\$ <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"/> <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"/> <input type="text"/> <input type="text"/>
<b>TOTAL FINANCE REQUIRED</b>						\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### **GUIDANCE NOTES:**

1. Decide which Investment Option you wish to invest in and which 'Finance Option' you wish to apply for.
2. Complete the Total No of Woodlots/Units you wish to invest in.
3. Multiply the Total No of Woodlots/Units (a) by the Cost per Woodlot/Unit (b), to calculate the Investment per Option (c).  
Note that applicants for Option 4 should enter the number of units, rather than woodlots; 1 unit equals 7 woodlots.
4. Calculate the Deposit, being a minimum of 10% of the Investment per option(d).
5. Subtract the Deposit (d) from the total Investment per Option(c) to calculate the Total Finance Required (c-d) for each option.
6. Total the Investment per Option, Deposit and Total Finance Required columns.

## 2 INDIVIDUAL APPLICANTS

### INDIVIDUAL BORROWER 1

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr ☐ Date of Birth   /   /

Surname

Given Names

Name of Trust (if Trustee)

Occupation

Employer

Length of Employment in Years   Length of Previous Employment (if < 3 years)  Years  Months

Driver's License Number

Number of Dependants  Ages of Dependants 1   2   3   4   5

### INDIVIDUAL BORROWER 2

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr ☐ Date of Birth   /   /

Surname

Given Names

Name of Trust (if Trustee)

Occupation

Employer

Length of Employment in Years   Length of Previous Employment (if < 3 years)  Years  Months

Driver's License Number

Number of Dependants  Ages of Dependants 1   2   3   4   5

## 3 COMPANY APPLICANTS

### COMPANY BORROWER 1

Company Name

ABN or ACN  Year Business Established

Name of Trust (if Trustee)

Principal Business Activity

Address

State  Postcode

### COMPANY BORROWER 2

Company Name

ABN or ACN  Year Business Established

Name of Trust (if Trustee)

Principal Business Activity

Address

State  Postcode

4 GUARANTOR DETAILS FOR COMPANY APPLICANTS

DIRECTOR GUARANTOR 1

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr ☐ Date of Birth  /  /

Surname

Given Names

Occupation

Driver's License Number  Telephone (Daytime Contact)

DIRECTOR GUARANTOR 2

Mr ☐ Mrs ☐ Ms ☐ Miss ☐ Dr ☐ Date of Birth  /  /

Surname

Given Names

Occupation

Driver's License Number  Telephone (Daytime Contact)

5 CONTACT DETAILS

INDIVIDUAL/COMPANY BORROWER 1

Home Address

Postal Address (If Different)

Telephone (Daytime Contact)  Facsimile Number

Mobile Number

E-mail Address

INDIVIDUAL/COMPANY BORROWER 2

Home Address

Postal Address (If Different)

Telephone (Daytime Contact)  Facsimile Number

Mobile Number

E-mail Address

### INFORMATION SUPPLIED FOR (NAME OF BORROWER/GUARANTOR)

[illegible]

## ASSETS

Estimated Value (\$)

Properties at										
Investments										
Cash/Bank Deposits										
Motor Vehicles										
Furniture & Personal Effects										
Other Assets										
TOTAL .....	\$									

## LIABILITIES

Monthly Repayment (\$)

Amount Owning (\$)

	Monthly Repayment (\$)	Amount Owed (\$)
Mortgage/s		
Investment Loans		
Personal loans		
Leases		
Credit/Store Cards		
Other (taxation, overdraft, leasing, etc)		
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>

### INFORMATION SUPPLIED FOR (NAME OF BORROWER/GUARANTOR)

[illegible]

## ASSETS

Estimated Value (\$)

		Estimated Value (\$)					
Properties at							
Investments							
Cash/Bank Deposits							
Motor Vehicles							
Furniture & Personal Effects							
Other Assets							
<b>TOTAL</b>	<b>\$</b>						

## LIABILITIES

Monthly Repayment (\$)

Amount Owning (\$)

		Monthly Repayment (\$)					Annual Payment (\$)				
Mortgage/s											
Investment Loans											
Personal loans											
Leases											
Credit/Store Cards											
Other (taxation, overdraft, leasing, etc)											
<b>TOTAL</b>											



## 7 EMPLOYMENT/INCOME DETAILS

This information is required for each individual borrower and joint borrower. For company and trust borrowers, please provide us with the financial statements and tax returns of the company or trust for the last 2 years and provide the following information for all directors who will guarantee the company's obligation. Please attach additional sheets if insufficient space is provided.

### INFORMATION SUPPLIED FOR (NAME OF BORROWER/GUARANTOR)

Occupation																																			
Name of Employer																																			
Length of Employment in Years			Length of Previous Employment (if < 3 years)			Years			Months																										
Gross Monthly Salary/Wage Income	\$										Gross Monthly Salary/Wage from Business	\$																							
Monthly Net Rental Income	\$										Monthly Investment/Dividend Income	\$																							
Other Income (per month)	\$																																		
Other Income Details																																			

### INFORMATION SUPPLIED FOR (NAME OF BORROWER/GUARANTOR)

Occupation																																			
Name of Employer																																			
Length of Employment in Years			Length of Previous Employment (if < 3 years)			Years			Months																										
Gross Monthly Salary/Wage Income	\$										Gross Monthly Salary/Wage from Business	\$																							
Monthly Net Rental Income	\$										Monthly Investment/Dividend Income	\$																							
Other Income (per month)	\$																																		
Other Income Details																																			

## 8 ACKNOWLEDGMENTS

### BORROWER STATEMENTS

- If Forest Enterprises Australia Ltd accepts this application for loan finance, it will make the loan available on the terms and conditions in the attached loan agreement, which you have read and understood.
- The application for loan finance is subject to Forest Enterprises Australia Ltd's normal credit approval process. Forest Enterprises Australia Ltd may request further information in assessing the application.
- In the case of an Individual Applicant (or Joint Applicant), you declare that you are 18 years of age or older.

### ACKNOWLEDGMENT AND CONSENT UNDER THE PRIVACY ACT

- In the case of individual applicants, you have read and understood the section headed "If I am a Borrower" in Acknowledgment and Consent Under the Privacy Act, set out on pages 18 and 19 and agree that Forest Enterprises Australia Ltd may obtain, use and disclose credit information on the terms set out in that document until the loan agreement to which it relates is at an end.

### STATEMENT ABOUT PURPOSE OF LOAN

- You declare that the credit that may be provided to you by the credit provider is to be applied wholly or predominantly for business or investment purposes, namely participation in the FEA Plantations Project 2008.

**IMPORTANT** – You should not sign these declarations unless the loan is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

### STATEMENTS BY GUARANTORS OF COMPANY FINANCE APPLICANTS

- You are 18 years of age or older and have read and understood the – Deed of Guarantee and Indemnity, set out on pages 16 and 17 and agree to be bound by those terms as the "Guarantor" in favour of Forest Enterprises Australia Ltd, in respect of the finance provided to the loan applicant.
- Each Director/Guarantor of the Company Applicant has read and understood the section entitled "If I am a Guarantor" in Acknowledgment and Consent Under the Privacy Act, set out on page 19 and agrees that Forest Enterprises Australia Ltd may obtain, use and disclose credit information on the terms set out in that document until the loan agreement to which it relates is at an end.

9 DATE

Executed as a Deed on 

D	D
---	---

 / 

M	M
---	---

 / 

Y	Y	Y	Y
---	---	---	---

10 EXECUTION – INDIVIDUAL APPLICANTS

Borrower 1	<div>X</div>	Full Name of Witness	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																				
Borrower 2	<div>X</div>	Witness	<div>X</div>																																				

11 EXECUTION – COMPANY APPLICANTS

Executed in accordance with the company’s Constitution by:

Full Name	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																					Full Name	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																				
Director	<div>X</div>	Director/ Secretary	<div>X</div>																																																																								

12 EXECUTION – GUARANTORS OF COMPANY APPLICANTS

Guarantor 1	<div>X</div>	Full Name of Witness	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																				
Guarantor 2	<div>X</div>	Witness	<div>X</div>																																				

Applications should be sent to:  
FEA Plantations Project 2008  
Forest Enterprises Australia  
PO Box 733  
Launceston TAS 7250

# DIRECT DEBIT AUTHORITY



ARSN 129 750 296

Forest Enterprises Australia Ltd  
ABN 47 009 553 548

Applications should be sent to:

FEA Plantations Project 2008  
Forest Enterprises Australia  
PO Box 733  
Launceston TAS 7250

## OFFICE USE ONLY

Inv No \_\_\_\_\_

Amount \$ \_\_\_\_\_

Start \_\_\_\_\_

Finish \_\_\_\_\_

Date    /    /    

## APPLICANT DETAILS

Surname or company name Given names or ACN/ABN Address                      State    Postcode    

## AUTHORITY FOR PAYMENTS VIA DIRECT DEBIT FROM BANK ACCOUNT

I/We, the person/s named below, request and authorise Forest Enterprises Australia Ltd (APCA User ID No 068063) to arrange for funds to be debited from my/our Bank account at the Financial Institution identified below and as prescribed through the Bulk Electronic Clearing System (BECS). By signing this direct debit authority, I/we acknowledge having read and understood the terms and conditions governing the debit agreement as set out in this authority and in the Service Agreement on the following page.

Financial Institution Name Address of Branch Account Name BSB No (eg 067-999)    -    Account Number Signature of Account Holder/s  

## AUTHORITY FOR PAYMENTS VIA DIRECT DEBIT FROM CREDIT CARD

I the person named below, request and authorise Forest Enterprises Australia Ltd to arrange for funds to be debited from my Credit Card account identified below (only one person per credit card). By signing this direct debit authority, I acknowledge having read and understood the terms and conditions governing the debit agreement as set out in this authority and in the Service Agreement on the following page.

Credit Card Type: ☐ Visa ☐ MastercardCard Number     -     -     -     Expiry Date    /   Cardholder's Name Cardholder's Signature

# DIRECT DEBIT AUTHORITY – SERVICE AGREEMENT

## DEBITING YOUR ACCOUNT

- By signing a Direct Debit Authority, you authorise us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- The authority covers all amounts we may debit you in connection with the loan repayments.

## OUR COMMITMENT TO YOU

- We will advise you in writing concerning all details of the drawing arrangements (amount, frequency, commencement, term) at least 14 days prior to the first drawing.
- Where the due date falls on a non-business day, we will draw the amount on the next business day.
- We will not change the amount or frequency of drawings without your prior approval.
- We will keep all information pertaining to your nominated account private and confidential, other than in dealing with your financial institution in the event of an alleged incorrect or wrongful debit.
- We reserve the right to cancel the drawing arrangements if 3 or more drawings are returned unpaid by your nominated financial institution and to arrange with you an alternative payment method.

## YOUR RIGHTS

- You may terminate this agreement at any time by giving us written notice. Such notice should be received by us at least 5 business days prior to the due date of the next drawing. Any notice will be deemed to have been received two business days after it is posted.
- You may stop or defer a drawing under this agreement by giving us written notice. Such notice should be received by us at least 5 business days prior to the due date of the next drawing.
- You may request a change to the drawing amount and/or frequency of the agreed drawings by giving us written notice. Such notice should be received by us at least 5 business days prior to the due date of the next drawing.
- Any requests for termination, deferment or alteration to the direct debit arrangements should be directed to us at PO Box 733, Launceston TAS 7250.
- Where you consider that a drawing has been initiated incorrectly, you should call our Business Services on 1800 600 009. We will respond to your claim within 3 business days;
  - If we conclude that your account has been incorrectly debited we will respond to your claim by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
  - If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your claim by providing you with reasons and any evidence for this finding.

## YOUR RESPONSIBILITIES

It is your responsibility to:

- Ensure your account details are checked against a recent statement from your financial institution. If in doubt, you should check with your financial institution before completing this drawing authority.
- Ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.
- Ensure that the authorisation given to us to draw on the nominated account, is identical to the account signing instruction held by the financial institution, where your account is held.
- Advise us if the nominated account is closed or transferred.
- Arrange with us a suitable alternative payment method if these drawing arrangements are cancelled or altered, either by yourselves or by your nominated financial institution.
- Pay us any fee or charge we may incur as a result of a drawing not being accepted by your financial institution.

## CONFIDENTIALITY

- 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.
- We will only disclose information that we have about you to the extent specifically required by law or for the purposes of this agreement (including disclosing information in connection with any query or claim).

## DEFINITIONS

**Account** means the bank account or credit card facility held at your financial institution from which we are authorised to arrange for funds to be debited.

**Business Day** refers to days on which banks are open for business in Launceston, excluding Saturday, Sunday and public holidays.

**Us** or **we** means Forest Enterprises Australia Ltd ABN 47 009 553 548.

**You** means the applicant who signed the direct debit authority.

**Your financial institution** is the financial institution where you hold the account or credit card facility that you have authorised us to arrange to debit.

# LOAN AGREEMENT (TERMS AND CONDITIONS)

## 1. PARTIES

The Loan Agreement is made by way of deed between Forest Enterprises Australia Ltd (ACN 009 553 548) ("the Lender") and the Borrower ("the Borrower") specified in this Application for Finance.

## 2. LOAN

The Lender loans to the Borrower the amount set against the words "Total Finance Required" on the Application for Finance, together with any further amounts as are requested by the Borrower and agreed to between the parties (collectively, the "Loan Monies").

## 3. PURPOSE

The sole purpose of the loan is to pay for the monies and fees owed to FEA Plantations Limited (FEA Plantations) shown in the Application Form & Power of Attorney attached to the Product Disclosure Statement for the FEA Plantations Project 2008 ("Project") signed by the Borrower. The Borrower irrevocably authorises and directs the Lender to pay the Loan Monies to FEA Plantations for that purpose.

## 4. DEFINED TERMS

Any undefined term used in this agreement which is also used in the Product Disclosure Statement shall have the same meaning reasonably attributed to them as a result of their use in the Product Disclosure Statement.

## 5. LOAN ACCOUNT

The Lender may set up a loan account in the name of the Borrower ("Loan Account") for administrative purposes to which it may debit any amounts owing by the Borrower to the Lender including, without limitation, unpaid fees and charges payable. The Borrower must pay the debit balance of the Loan Account on demand.

## 6. FEES AND CHARGES

The Borrower must pay any fees payable under any direct debit agreement between the Lender and the Borrower. The Lender may debit a loan account with all unpaid fees and charges that the Borrower must pay the Lender under this agreement.

## 7. INTEREST

The Borrower must pay to the Lender interest on the Loan Monies at the rate of interest shown in the option selected in the Application for Finance. Interest accrues from the date the Lender first debits an amount to the Loan Account or the date the Lender approves the loan, whichever is the latter date. Interest is calculated daily on the basis of a year of 365 days. The Lender will debit interest to the Loan Account monthly and may also debit interest on the day the Borrower pays the balance of the loan.

## 8. DEFAULT INTEREST

Interest at the default rate of 15% per annum is payable by the Borrower on any money which is due and payable by it and not paid. The Lender will calculate default interest from the due date of payment of the amount until the amount is paid. The Lender will calculate default interest daily on the basis of a year of 365 days. The Lender will debit default interest to the Loan Account monthly and the Lender may also debit interest on the day the Borrower pays the balance of the loan. The default interest debited to the Loan Account will itself bear interest at the default interest rate from the date of the debit up to and including the date of payment.

## 9. APPLICATION OF PAYMENTS

All payments by the Borrower to the Lender will be applied firstly to pay unpaid fees and charges on the loan, secondly, in payment of any interest then due, thirdly, in payment of the principal sum and then in payment of any other monies payable to or recoverable by the Lender under the terms of this deed.

## 10. REPAYMENT

The Borrower agrees to repay the loan by instalments of principal and interest, payable monthly in arrears as set by the Lender, until all monies owing under this deed are paid. Repayments will commence the next occurring 31 July, after the date the Lender first debits an amount to the Loan Account or the date the Lender approves the loan, whichever is the latter date, i.e. finance approved on or before 30 June, 2008 will have a first monthly repayment date of 31 July 2008, finance approved in the 2008/09 financial year will have a first repayment date of 31 July 2009, etc. The Lender may re-set the repayments at any time to ensure that the loan will be repaid on or about the end of the loan term set for the loan. When it re-sets the repayments, the Lender will give the Borrower written notice at least 30 days before the change takes effect. The Borrower may prepay the outstanding balance of the loan in whole or in part at any time. If the Borrower makes a prepayment, the Lender reserves the right to charge a reasonable fee for the early repayment.

The Borrower must make all payments under this deed in immediately available funds, without any set-off, counterclaim or condition whatsoever, and without any deduction or withholding for any tax or for any other reason, unless the Borrower is required to make a deduction or withholding by any applicable law. In that event the Borrower must increase its payment to the Lender to an amount which will result in the Lender receiving (after deduction or withholding of any tax in respect of the increased payment) the full amount which it would have received if no deduction or withholding had been required.

## 11. SECURITY

The Borrower hereby transfers, sets over and assigns in law and equity, all rights that it has in the management agreement, the Forestry Right lease deed and every interest held in connection with or arising from the investment in the Project including any right to carbon credits which may subsequently come into existence ("Secured Property") as security for repayment of the loan, and any other monies payable by the Borrower under this deed, subject to an equitable right of redemption in the Borrower if it completely discharges its obligations under this deed. If this provision fails to operate as a valid assignment at law, it shall operate in equity. If it fails to operate at law or in equity it shall constitute a covenant to transfer and assign the Secured Property when called upon by the Lender by notice in writing. In that event, pending such notice, the Borrower mortgages and charges the Secured Property as security for the performance of the Borrower's obligations hereunder. The security shall be a continuing security and the Borrower cannot without the consent of the Lender deal with the Secured Property. The Borrower must, at the Borrower's cost, do whatever the Lender requires to more satisfactorily secure the Secured Property to the Lender.

## 12. TRUST

12.1 This clause applies if the Borrower is a trustee.

12.2 The Borrower has entered into this deed on its own behalf and as trustee of the trust, details of which are set out in the Application for Finance ("Trust"). For the purposes of enforcement of this deed, the Lender has recourse to the assets of the Borrower whether the assets are owned by it beneficially or held by it in its capacity as trustee of the Trust. Nothing releases the Borrower from any liability in its personal capacity. The Borrower warrants that at the date of its execution of this deed:

- (a) all the powers and discretion/s conferred by the deed establishing the Trust are capable of being validly exercised by the Borrower as trustee and have not been varied or revoked and the Trust is a valid and subsisting trust;
- (b) the Borrower is the sole trustee of the Trust and has full and unfettered power under the terms of the deed establishing the Trust to obtain financial accommodation on behalf of the Trust and to enter into this deed. The execution of this deed is being accepted as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust;

- (c) no restriction on the Borrower's right of indemnity out of or lien over the Trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the Trust's assets. The Borrower has no liability which may be set off against that right of indemnity; and
- (d) the Lender has the benefit of the Borrower's rights of indemnity against, and lien over, the assets of the Trust and recourse to the assets of the Trust to satisfy the liabilities of the Borrower under this deed.

11.3 The Borrower must not without the Lender's prior written consent permit any:

- (a) resettlement, appointment, vesting or distribution of capital of the Trust;
- (b) retirement or replacement of the trustee or any appointment of a new trustee of the Trust;
- (c) amendment of the deed establishing the Trust;
- (d) breach of the provisions of the deed establishing the Trust; or
- (e) termination of the Trust or variation of the vesting date, and if any of the above occur, the Borrower must promptly inform the Lender.

### 13. CORPORATION

If the Borrower is a corporation, then each and every person signing this deed warrants that the corporation (and if the corporation is borrowing as a trustee, the Trust), has full legal power to and has complied with all the necessary formalities to enable it to validly execute this deed and is personally liable, jointly and severally, as if an individual Borrower. If for any reason this clause fails to bind such a person as a Borrower personally, then this clause shall instead operate as a guarantee of performance of the obligations hereunder on the terms of the Deed of Guarantee and Indemnity to which this agreement is attached in the Finance Application provided by the Lender.

### 14. INSURANCE

The Borrower must ensure that the trees planted under the management agreement are kept insured by a reputable insurer against fire and other risks, for the GST-inclusive amount of application monies. The insurance arranged by FEA Plantations will adequately perform this obligation. If the Borrower elects to make his/her own insurance arrangements, the Borrower must:

- (a) have the Lender's interest noted on the policy of insurance as mortgagee; and
- (b) provide the Lender with a copy of the insurance policy and the renewal certificate for each year of the policy within 30 days of the policy being taken out or renewed, as appropriate until the loan has been fully repaid.

### 15. DEFAULT

The following events represent default (each an "Event of Default"):

- (a) if the Borrower defaults in payment of an amount due for thirty (30) days;
- (b) the Borrower fails to perform or observe any undertaking expressed or implied under this deed;
- (c) any warranty, representation or statement by the Borrower or its guarantor/s is or becomes false, misleading or incorrect whether made under this deed or any document contemplated by this deed, the Application for Finance or conveyed in any other way by the Borrower to the Lender;
- (d) the Borrower or its guarantor/s enters liquidation, provisional liquidation, bankruptcy or dissolution or a petition, application or order is effected or resolution passed in relation to such liquidation, provisional liquidation, bankruptcy or dissolution;
- (e) the Borrower makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;

- (f) a receiver or other controller is appointed to all or any part of the Borrower's property;
- (g) all or any part of any provision of this deed is or becomes illegal, void, voidable, unenforceable, able to be terminated, rescinded or avoided by a person or otherwise of limited force or effect;
- (h) any other change occurs in the financial position of the Borrower or their guarantor/s which in the opinion of the Lender may have a material adverse effect on that party's ability to fulfil its obligations under this deed; and
- (i) any event specified in clause 11.3 occurs without the Lender's prior written consent.

If an Event of Default occurs, the Lender may, but is not required to, serve on the Borrower a notice to remedy the default within a further period of seven (7) days.

If an Event of Default occurs, the outstanding Loan Monies plus all interest and costs due but unpaid (including the debit balance of the Loan Account) will at the Lender's election become immediately due and payable. Thereupon all of the Borrower's interests assigned or charged by clause 10 may forthwith be appropriated to the Lender to its own use absolutely or sold by it for a reasonable price and the proceeds applied in reduction of the Borrower's obligations under this deed.

### 16. POWER OF ATTORNEY

The Borrower, for valuable consideration, irrevocably appoints the Lender and its authorised officers severally its attorney to do anything the Borrower can do in connection with this deed. The Lender may register this power at any time, including a time after the occurrence of an Event of Default.

### 17. PROJECT PARTICIPATION

The Borrower acknowledges that:

- (a) its decision to participate in the Project, to apply for a loan and to borrow the Loan Monies has not been made by the Borrower in reliance on any statement, representation or conduct by the Lender or FEA Plantations including any statement, representation or conduct concerning the performance and potential benefits of the Project and the Borrower has made its own enquiries and exercised its own judgement in coming to its decision; and
- (b) the Borrower has taken independent legal and financial advice in connection with the Project prior to entering into this deed.

### 18. TAX, COSTS AND EXPENSES

- (a) The amounts payable under or in connection with this deed have been calculated without regard to GST (as defined in the A New Tax System (Goods and Services Tax) Act 1999). If GST is or becomes payable in respect of any supply made by the Lender under or in connection with this deed, the payment for that supply must be increased by the amount necessary so that the Lender actually receives what it would have been entitled to receive if there had not been GST in respect of that supply.
- (b) The Borrower must on demand pay any tax (including but not limited to, any GST or like tax), including any fines and penalties, in respect of the execution, delivery, performance, release, discharge, amendment, enforcement or attempted enforcement or otherwise in respect of this deed and any document contemplated by this deed.
- (c) The Borrower must on demand pay all costs and expenses of the Lender, including all legal and administrative costs and expenses on a full indemnity basis, in relation to:
  - (i) the negotiation, preparation, execution, delivery, stamping, registration, completion, variation and discharge of this deed and any document contemplated by this deed;



- (ii) the enforcement, protection or waiver, or attempted or contemplated enforcement or protection, of any rights under this deed;
- (iii) an Event of Default;
- (iv) obtaining or receiving payment of monies due under this deed;
- (v) a consent or approval of the Lender given under this deed.

## 19. UNDERTAKINGS

The Borrower undertakes to:

- (a) immediately provide the Lender with such information regarding the financial position of the Borrower and its guarantor/s as and when the Lender may reasonably request;
- (b) give notice to the Lender as soon as it becomes aware of an Event of Default;
- (c) fully and punctually perform its obligations under this deed; and
- (d) if the Borrower is the trustee of a trust, to:
  - (i) cause any successor of the Borrower as trustee of the trust to execute such documents as the Lender reasonably requires to ensure that this deed is binding on each successor;
  - (ii) exercise its right of indemnity from the trust fund and the beneficiaries of the trust in respect of any obligations incurred by it under this deed; and
  - (iii) observe its obligations as trustee.

The Borrower's undertakings in this clause continue in full force and effect from the date of this deed until all monies payable under this deed have been paid.

## 20. REPRESENTATIONS AND WARRANTIES

20.1 The Borrower represents and warrants that:

- (a) all information provided to the Lender in support of the Borrower's application for this loan are complete, correct and not misleading (whether by its inclusion or by the omission of other information) and, in relation to financial information, represent a true and fair view of the Borrower's (and its guarantor's/s') financial position;
- (b) the execution, delivery and performance by it and its guarantor/s of this deed do not and will not violate, breach or result in a contravention of any law, judgment, ruling, order, encumbrance, agreement or document which is binding upon the Borrower or its guarantor/s or any of their assets;
- (c) the Borrower and its guarantor/s have full power and authority to enter into and perform its obligations under this deed;
- (d) the deed is a legal, valid and binding obligation of the Borrower and its guarantor/s and subject to any necessary stamping and registration, are enforceable in accordance with their terms;
- (e) it is not entering into this deed as a trustee of a trust unless it notifies the Lender to the contrary prior to this deed being executed;
- (f) the Borrower is not insolvent;
- (g) where the Borrower is an individual, the Borrower is a permanent resident of Australia;
- (h) no Event of Default has occurred and is subsisting;
- (i) the Secured Property is not subject to any mortgage, pledge, lien, charge or other preferential right given or created as or by way of security, other than as provided in this deed; and
- (j) where it is a corporation, it has full legal power to and has complied with all the necessary formalities to enable it to validly execute this deed and perform its obligations under this deed.

20.2 The Borrower agrees that the representations and warranties in, or given under, this deed:

- (a) survive the execution of this deed; and
- (b) will be relied upon by the Lender in entering this deed.

## 21. INDEMNITY

The Borrower indemnifies the Lender against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Lender pays, suffers, incurs or is liable for, in respect of the following:

- (a) the loan not being made for any reason other than by reason of default by the Lender;
- (b) the occurrence of any Event of Default or any event, thing or circumstance which with the giving of notice or passage of time or both would become an Event of Default ("Potential Event of Default"); and
- (c) the Lender exercising or attempting to exercise its rights under this deed or otherwise upon or arising out of the occurrence of an Event of Default or Potential Event of Default, including legal costs and expenses in connection with the above on a full indemnity basis. Any amount payable to the Lender under this indemnity is payable on demand.

## 22. ASSIGNMENT

The Borrower must not assign or transfer any of its obligations or rights under this deed without the Lender's prior written consent, which shall not be unreasonably delayed or withheld. The Lender may at any time, assign any of its rights or transfer by novation any of its obligations or rights under this deed.

## 23. GENERAL

- 23.1 Any notice or communication including but not limited to, any demand, request, approval or consent to or by a party to this deed:
  - (a) must be in legible writing and in English addressed as referred to at the commencement of this deed or as specified to the sender by any party by notice;
  - (b) where the sender is a company, must be signed by an officer of, or under the common seal of, the sender;
  - (c) is regarded as being given to the sender and received by the addressee:
    - (i) if by post, 3 business days from and including the date of postage to the address;
    - (ii) if by delivery in person, when delivered by the addressee; or
    - (iii) if by facsimile, whether or not legibly received, upon successful transmission report from the sender's facsimile machine.

If receipt is on a day which is not a business day or is after 4pm (addressee's time), it is regarded as received at 9am on the following business day. For the purposes of this clause 22, business day refers to days on which banks are open for business in Launceston excluding Saturday, Sunday and public holidays.

- 23.2 If the Borrower must make a payment or do any other thing on or by a day that is not a business day, it must make the payment or do the other thing by the next business day.
- 23.3 If any one or more documents or information sought in conjunction with the Application for Finance is not received within 3 months of the date of the application or within 3 months of additional documentation/information being requested by the Lender, then the Lender is under no obligation to provide the loan.
- 23.4 If there is more than one Borrower, each one is bound jointly and severally, together with their legal personal representatives or successors.

- 23.5 The laws of Tasmania govern this deed. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of Tasmania.
- 23.6 Part or all of any provision of this deed that is illegal or unenforceable may be severed from this deed and the remaining provisions of this deed continue in force.
- 23.7 Waiver of any right arising from a breach of this deed or upon default under this deed must be in writing and signed by the party granting the waiver. A failure or delay in exercise, or partial exercise, of such a right does not result in a waiver of that right.
- 23.8 A variation of any term of this deed must be in writing and signed by the parties.
- 23.9 The Lender's rights under this deed are in addition to any other right, power, authority, discretion or remedy of the Lender.
- 23.10 This deed is enforceable by the Lender even if the Lender does not execute it.

# DEED OF GUARANTEE AND INDEMNITY

## (COMPANY FINANCE APPLICANTS ONLY)

This Deed of Guarantee and Indemnity is made on the date of this Application for Finance between:

The Guarantor/s named in this Application for Finance (Guarantor), and

Forest Enterprises Australia Ltd ACN 009 553 548 of  
233b Charles Street, Launceston, Tasmania (Lender).

## THIS DEED WITNESSES

That in consideration of, among other things, the Lender agreeing, at the request of the Guarantor, to provide financial accommodation under the Loan Agreement to the Debtor, the parties agree:

## 1. DEFINITIONS AND INTERPRETATION

- (a) In this deed:

**Debtor** means the Borrower named in this Application for Finance.

**Guaranteed Moneys** means all money that the Debtor (whether alone or with any other person) is or may at any time be liable (actually, prospectively or contingently) to pay to the Lender (whether alone or with any other person) on any account or in any way whatever under or in relation to the Loan Agreement (including by way of principal, interest, fees, costs, charges, duties, expenses, indemnity, guarantee obligations or damages). It also includes money which the Debtor would be liable to pay but for its Insolvency.

**Insolvency** includes receivership, compromise, arrangement, amalgamation, administration, reconstruction, liquidation, provisional liquidation, dissolution, assignment for the benefit of creditors, bankruptcy, death or permanent incapacity.

**Loan Agreement** means the loan agreement entered into between the Lender and the Debtor dated on or about the date of this Application for Finance.

**Transaction Document** means this deed and the Loan Agreement, and any other document or agreement entered into or given under either of them.

- (b) In this deed, a word or phrase (other than those defined in clause 1(a) defined in the Loan Agreement has the same meaning in this deed.

## 2. GUARANTEE

The Guarantor unconditionally and irrevocably guarantees to the Lender the payment on time of the Guaranteed Moneys.

## 3. INDEMNITY

If any of the Guaranteed Moneys are not recovered from the Debtor or are not recovered from the Guarantor on the footing of a guarantee, the Guarantor unconditionally and irrevocably indemnifies the Lender against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment suffered, paid or incurred by the Lender in relation to the non-payment or non-recovery of the Guaranteed Moneys.

## 4. PAYMENTS

All payments which the Guarantor is required to make under this deed must be made without any set off, counter claim, condition or deduction and are payable by the Guarantor immediately on demand by the Lender.

## 5. CERTIFICATE

A certificate signed by any Secretary or Director of the Lender stating the amount payable under this deed is prima facie evidence of that amount.

## 6. CONTINUING OBLIGATION

The guarantee and indemnity contained in this deed is a continuing obligation of the Guarantor, despite any settlement of account or the occurrence of any other thing and remains in full force and effect until all Guaranteed Moneys and all other moneys owing to the Lender under this deed, contingently or otherwise, have been paid in full. The guarantee and indemnity is irrevocable and continues until the Lender unconditionally releases it in writing.

## 7. INDEPENDENT OBLIGATION

The guarantee and indemnity contained in this deed is a separate and independent obligation of the Guarantor and neither limits the generality of the other.

## 8. AVOIDANCE OF PAYMENTS

If any payment or other transaction relating to or affecting the Guaranteed Moneys is void, voidable or unenforceable in whole or in part or is claimed to be void, voidable or unenforceable and that claim is upheld, conceded or compromised in whole or in part:

- (i) the liability of the Guarantor under this deed is the same as if that payment or transaction (or the void, voidable or unenforceable part of it) and any release, settlement or discharge made in reliance on any such payment or transaction has not been made; and
- (ii) the Guarantor must immediately take all action and sign all documents required by the Lender to restore to the Lender the benefit of the liability of the Guarantor under this deed in place immediately before the payment or transaction, even if the Lender knew or ought to have known that the payment or transaction was void, voidable or unenforceable.

## 9. UNCONDITIONAL OBLIGATIONS

- (a) The obligations of the Guarantor under the Transaction Documents are principal obligations and are not released, discharged or otherwise affected by anything which but for this provision might have had effect, including, but not limited to:
- (i) the grant to any person of any time, waiver, covenant not to sue or other indulgence;
- (ii) the whole or partial release or discharge of, or the granting of, any security;

- (iii) the Insolvency of any person or the Lender becoming a party to or bound by any Insolvency;
  - (iv) any document or agreement being in whole or in part illegal, void, voidable, avoided, unenforceable or otherwise of limited force or effect;
  - (v) the Lender or its receiver or attorney exercising or enforcing, delaying or refraining from exercising or enforcing, or being not entitled or unable to enforce any right of the Lender;
  - (vi) the Lender obtaining a judgement against any person for the payment of the Guaranteed Moneys;
  - (vii) any transaction, agreement or arrangement, or variation, novation or assignment of a transaction, agreement or arrangement (including a Transaction Document) that may take place with the Lender or any other person;
  - (viii) any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to the Guarantor) by the Lender or any other person;
  - (ix) the Guaranteed Moneys not being recoverable or the liability of any person to the Lender ceasing (including as a result of a release or discharge by the Lender or by law);
  - (x) the Lender increasing the amount of, opening further accounts in connection with or otherwise varying the terms of, financial accommodation provided to the Debtor or any other person;
  - (xi) the failure of any person to execute any Transaction Document;
  - (xii) any change in circumstance (including, without limitation, any change in the members or constitution of any person); and
  - (xiii) any other act, omission, matter or thing whatsoever whether negligent or not.
- (b) Clause 9(a) applies irrespective of the consent or knowledge, or lack of consent or knowledge, of the Lender, the Guarantor or any other person of any event described in clause 9(a) and despite any legal rule to the contrary.

#### 10. NO COMPETITION

- (a) Until this deed is discharged, the Guarantor is not entitled, and must not attempt or purport, to:
  - (i) be subrogated to the Lender;
  - (ii) claim or receive the benefit of any document or agreement of which the Lender has the benefit, any moneys held by the Lender or any other rights of the Lender;
  - (iii) either directly or indirectly prove in, claim or receive the benefit of any distribution, dividend or payment arising out of or relating to the Insolvency of the Debtor (other than in accordance with clause 10(b)); or
  - (iv) make a claim or exercise or enforce any right, power or remedy (including by way of contribution) against the Debtor.
- (b) If required by the Lender, the Guarantor must prove in any liquidation of the Debtor for all moneys owed to the Guarantor and all moneys recovered by the Guarantor must be received and held in trust by the Guarantor for the Lender to the extent of any unsatisfied liability of the Guarantor under this deed.

#### 11. INDEPENDENT LEGAL AND FINANCIAL ADVICE

The Guarantor acknowledges that before executing this deed the Guarantor:

- (a) has taken such independent legal and financial advice as he/she thinks fit, as to the purport, effect and consequences of, and obligations created by, the Transaction Documents from a solicitor, barrister or a financial adviser, independent of the Lender and the Debtor; and

- (b) prior to signing this deed, was aware of and fully understood the purport, effect and consequences of, and accepted the financial risks of, and the obligations created by, the Transaction Documents.

#### 12. ACKNOWLEDGMENT

The Guarantor acknowledges that it has not entered into this deed or any Transaction Document in reliance on any representation, warranty, promise or statement of the Lender or of any person on behalf of the Lender.

#### 13. DEFAULT INTEREST

- (a) The Guarantor must immediately on demand pay to the Lender interest on any amount which is due and payable by it under this deed and not paid. Interest payable under this clause:
  - (i) is calculated on a daily basis from and including the due date to the date of actual payment, before and, as an additional obligation, after any judgement, decree or order into which the liability to pay any amount under this deed becomes merged; and
  - (ii) may be capitalised by the Lender at monthly intervals.
- (b) The rate of interest payable under this clause is the higher of:
  - (i) the default rate specified in the Loan Agreement; and
  - (ii) the rate fixed or payable under a judgement, decree or order in respect of the same monies.

#### 14. COSTS AND EXPENSES

The Guarantor must pay all taxes, duties, fees, costs and expenses in relation to the negotiation, preparation, execution, delivery, stamping, registration and discharge of this deed and the enforcement or protection or attempted or contemplated enforcement or protection of any rights or powers of the Lender under this deed, including, but not limited to, any legal costs and expenses and any professional consultant's fees in respect of any of the above on a full indemnity basis.

#### 15. SUSPENSE ACCOUNT

- (a) The Lender may credit money received in or towards satisfaction of the Guaranteed Moneys (including dividends received in any Insolvency) to a suspense account. The Lender may keep the money in that account for as long as, and at whatever interest rate, the Lender thinks fit. The Lender may apply the money (including interest) to reduce the Guaranteed Moneys whenever the Lender thinks fit.
- (b) If the Guaranteed Moneys have been fully and finally paid or discharged and the Lender is satisfied that such payment or discharge is not liable to be set aside, avoided or reversed, then the balance standing to the credit of the suspense account and any accrued interest must be paid to or for the account of the Guarantor or the Debtor and the Lender will not have any further liability in relation to it.

#### 16. TRUSTEE PROVISION

Where the Guarantor is trustee of a trust, this deed binds the Guarantor in its personal capacity and in its capacity as trustee of the trust.

#### 17. GENERAL

Clause 23 (General) of the Loan Agreement applies to this deed, as if references to the Borrower were references to the Guarantor and with all other necessary changes in point of detail, as if set out in full in this deed.

#### 18. LOAN AGREEMENT

The Guarantor acknowledges having read and understood the Loan Agreement.

# ACKNOWLEDGMENT AND CONSENT UNDER THE PRIVACY ACT

This is an application for credit from Forest Enterprises Australia Ltd. The Privacy Act 1988 (Cth) regulates the manner in which private sector organisations exchange and use personal and credit information about individuals. Since we need to exchange and use personal and credit information about applicants and their guarantors in relation to the application for credit, completion of this form ensures compliance with the Act. All individual borrowers and guarantors will need to sign and date the consents and acknowledge that this consent remains in force until the loan/s to which they relate are repaid.

## IF I AM A BORROWER

### NOTICE AND ACKNOWLEDGMENT THAT CREDIT INFORMATION MAY BE GIVEN TO A CREDIT REPORTING AGENCY

I understand that the Privacy Act allows you to give a credit reporting agency certain personal information about me which I authorise you to do. The information which may be given to an agency is covered by the Act and includes:

- such permitted particulars about me which allow me to be identified;
- the fact that I have applied for credit and the amount;
- the fact that you are a credit provider to me;
- payments which become overdue at least sixty (60) days and for which collection action has commenced;
- advice that payments are no longer overdue;
- the fact that you have drawn a cheque for \$100 or more which has been dishonoured more than once;
- in specified circumstances, that in your opinion I have committed a serious credit infringement; and
- that the credit you provided to me has been repaid/discharged.

### AUTHORITY TO OBTAIN CERTAIN INFORMATION

I authorise you and any agent of yours that is deemed to be a credit provider pursuant to the Act:

- to obtain from a credit reporting agency a credit report containing information about my personal credit worthiness to assess my application for credit;
- to obtain a report containing information about my commercial activities or commercial credit worthiness from any business which provides information about the commercial credit worthiness of persons for the purpose of assessing my application for credit;
- to obtain from a credit reporting agency a credit report containing information about my personal credit worthiness for the purpose of the collection of overdue payments in respect of credit which you have provided to me; and
- when you are performing tasks reasonably necessary to the provision and management of securitised loans, to obtain from a credit reporting agency a credit report containing personal credit information about me for the securitisation purposes permitted by the Act.

### AUTHORITY TO EXCHANGE INFORMATION WITH OTHER CREDIT PROVIDERS

In accordance with the Privacy Act, I authorise you to give to and obtain from:

- credit providers named in the credit application;
- participants in a securitisation scheme in which you are involved that are regarded as credit providers due to the effect of S11B (4A) and (4B) of the Act;
- the credit provider in any such securitisation scheme;
- any agent of yours that is deemed to be a credit provider pursuant to S11B (5) of the Act; and
- any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively;

information about my personal or commercial credit arrangements.

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

### PURPOSES FOR WHICH THE AUTHORITY TO EXCHANGE INFORMATION WITH OTHER CREDIT PROVIDERS IS PROVIDED

I understand the information may be given and used for purposes that include the following:

- to assess an application by me for credit;
- to assist me avoid defaulting on my credit obligations;
- to notify other credit providers of a default by me;
- to assess my credit worthiness;
- to assess my position if I fall into arrears; and
- where the information is given to participants in a securitisation scheme, for the purpose of assessing the risk in purchasing any credit facility given to or applied for and/or the risk in undertaking credit enhancement of any such facility.

### NOTICE AND AUTHORITY TO GIVE INFORMATION TO GUARANTORS

I authorise you to give any guarantor or proposed guarantor, credit information or any record that has any bearing on my credit worthiness, credit standing, credit history or credit capacity in connection with such credit facilities, including a copy or summary of the guaranteed loan agreement, a copy of any formal demand made by you under the terms of the agreement and, if the guarantor asks, a copy of the latest account statement for the guaranteed loan.



**AUTHORITY TO OBTAIN AND VERIFY PERSONAL DETAILS**

I authorise and consent to you obtaining personal information about me to verify my personal details in this application. Without limitation, you may collect personal information from my employers, financial advisers and/or accountants. I acknowledge that upon the supply of my personal information as provided herein and upon you collecting personal information about me from other sources as authorised herein by me, I acknowledge:

1. That I can contact Forest Enterprises Australia Ltd at 233b Charles Street Launceston in Tasmania;
2. I am able to gain access to that information;
3. That the purposes for which personal and credit information is collected is contained in this acknowledgment and consent;
4. That the organisations to which that information will be disclosed are disclosed in this acknowledgment and consent, but for these purposes are extended to your debt collectors, subsidiary companies, agents and lawyers;
5. The Corporations Act 2001, ASIC and other regulatory bodies from time to time require the said particular information to be collected which is in accordance with the National Privacy Principles pursuant to the Privacy Act 1988 (Cth); and
6. That if I fail to provide all or part of the information as requested, that you may refuse to extend credit to me and/or allocate the Woodlots applied for.

I acknowledge that the above consents, instructions and authorities endure until the loan agreement to which they relate is at an end.

**IF I AM A GUARANTOR****NOTICE AND ACKNOWLEDGMENT THAT CREDIT INFORMATION MAY BE GIVEN TO A CREDIT REPORTING AGENCY**

I understand that the Privacy Act allows you to give a credit reporting agency certain personal information about me which I authorise you to do. The information which may be given to an agency is covered by the Act and includes:

- Such permitted particulars about me which allows me to be identified;
- The fact that I have offered to act as a guarantor in respect of the loan enquired for by the borrower;
- The fact that I have failed to pay an amount due by me as guarantor where, amongst other things:
  - I have received notice of default by the Borrower and have not paid for 60 days after that notice; and
  - You have, in addition to that notice, commenced action to recover the amount due from me.
- Cheques drawn by me for \$100 or more which have been dishonoured more than once; and
- In specified circumstances, that in your opinion I have committed a serious credit infringement.

This information may be given before, during or after the assessment is made of whether to accept the application of the borrower or me as guarantor for the borrower.

**AUTHORITY TO OBTAIN CERTAIN INFORMATION**

I authorise you and any agent of yours that is deemed to be a credit provider pursuant to the Act:

- To obtain from a credit reporting agency a credit report about me containing personal credit information to assess whether to accept me as guarantor for credit applied for or provided to the borrower;

- Where you are performing tasks reasonably necessary to the provision and management of securitised loans, I authorise you to obtain from a credit reporting agency a credit report about me containing personal credit information for the securitisation purposes permitted by the Act.
- To obtain information about my commercial activities or credit worthiness from a provider that provides information about the commercial credit worthiness of persons for the purposes of assessment to accept or otherwise, me as guarantor for credit applied for by the borrower.

**AUTHORITY TO EXCHANGE INFORMATION WITH OTHER CREDIT PROVIDERS**

In accordance with the Privacy Act, I authorise you to give to and obtain from any of my credit providers and/or parties to a securitisation scheme that are providers due to the effect of S11B (4A) and (4B) of the Act, any record relevant to my credit worthiness, credit history, credit standing or credit capacity for the purposes of:

- Assessing the application of the Borrower and whether to accept me or otherwise as guarantor for credit applied for or provided to the borrower;
- For any purpose relevant to the subsequent management of the credit guaranteed by me;
- For the purposes of the assessment of the risk in purchasing any credit facility given to or provided for by the borrower from you and/or the risk in undertaking credit enhancement of such a credit facility;
- Notifying a failure by me to observe my obligations as guarantor;
- Allowing another credit provider to ascertain the status of my obligations to the Lender where I am in default with one or more other credit providers; and
- Generally assessing my credit worthiness.

I understand the information exchanged can include any information about my personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

**AUTHORITY TO OBTAIN GUARANTOR INFORMATION**

I acknowledge that upon the supply of my personal information as provided herein and upon you collecting personal information about me from other sources as authorised herein by me, I acknowledge:

1. That I can contact Forest Enterprises Australia Ltd at 233b Charles Street Launceston in Tasmania;
2. I am able to gain access to that information;
3. That the purposes for which the information is collected is contained in this acknowledgment and consent;
4. That the organisations to which that information will be disclosed are disclosed in this acknowledgment and consent, but for these purposes are extended to your debt collectors, subsidiary companies, agents and lawyers;
5. The Corporations Act 2001, ASIC and other regulatory bodies from time to time require the said particular information to be collected which is in accordance with the National Privacy Principles pursuant to the Privacy Act 1988 (Cth); and
6. That if I fail to provide all or part of the information as requested, that you may refuse to accept the guarantee by me or extend credit to the borrower and/or allocate the Woodlots applied for by the borrower.

I acknowledge that the above consents, instructions and authorities endure until the loan agreement to which they relate is at an end.



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Forest Enterprises Australia

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**HEAD OFFICE** 233b Charles Street, Launceston TAS 7250 PO Box 733, Launceston TAS 7250  
**T** (03) 6334 7811 **F** (03) 6331 5047 **E** [finance@fealtd.com](mailto:finance@fealtd.com) **W** [www.fealtd.com](http://www.fealtd.com) **Freecall** 1800 600 009