



A guide to completing the Application Form

PRINCIPAL & INTEREST CBA FINANCE APPLICATION EXAMPLE - CORPORATE BORROWER

This guide has been prepared to provide you with assistance in completing an application in the
Willmott Forests Premium Forestry Blend Project - 2009 Product Disclosure Statement
Application Forms.

Should you require any further assistance, please do not hesitate to contact our office on (03) 9696 1355.

Please note:- to print this document you need to select 'document and markups' in the 'comment and forms' option on your printer parameters.

Disclaimer

This document contains general information and may constitute general advice. It has been prepared without taking into account your objectives, financial situation or needs. Therefore, you should, before acting on the advice consider the appropriateness of the advice having regard to your objectives, financial situation and needs. You should obtain a copy of the **Willmott Forests Premium Forestry Blend Project - 2009 Product Disclosure Statement** and any supplementaries before making any decisions about whether to invest in the Project. Nothing in this document should be regarded as advice or a recommendation that any investment is appropriate for any particular investor or class of investors.

EXAMPLE OF PRINCIPAL & INTEREST FINANCE APPLICATION FOR CORPORATE BORROWERS

17.0 Application Forms

How to complete the application forms

A comprehensive guide to completing the various forms can be obtained from Willmott Forests.

Form 1 – 2009 Application

(Page 81)

- All applicants must complete, sign and witness this form.
- You will need to provide the required identification and verification material for Anti-money Laundering and Counter Terrorism Financing (AML/CTF) Act purposes. Refer to page 78-79 for further information.

Choose Payment Option

Form 2 – 12 Month Interest Free Loan Application

(Page 85)

- Applicants choosing this option must complete and sign this form.
- Only Applicants applying for over 20 Woodlots with this options are required to attach a current tax return and payslip.
- Refer to page 87 for additional documentation required.

Form 3 – Method of Payment: Cash or 12 Month Interest Free Loan

(Page 89)

- Applicants choosing to pay cash or use the 12 Month Interest Free Loan payment option are required to complete and sign this form.

Form 4(a) – CBA Loan Application

(Page 91)

- Applicants choosing this option must complete and sign this form.
- Applicants are required to submit certified copies of a 100 point identification and verification check.
- Applicants are required to attach copies of last two tax returns or last tax return and a recent payslip or two most recent payslip confirming income.
- Refer to page 93 for additional documentation required.
- In the event that all necessary documentation is not provided to CBA, your Loan Application will by default go into the 12 Month Interest Free Loan unless 'opted-out' by ticking the relevant box in this form (refer to page 93).

Form 4(b) – CBA Direct Debit Requests

(Page 99)

- Applicants choosing to undertake the CBA Loan option are required to complete and sign the Direct Debit Requests form.

Form 4(c) – CBA Loan Application: Guarantor (Page 101) (if applicable)

- Applicants requiring a Guarantor to qualify for their CBA Loan must complete and sign this form.

Send all correspondence and applications to:

Willmott Forests Limited
Locked Bag 4011
South Melbourne, Victoria 3205

Anti-money Laundering Questions and Answers

What are the new anti-money laundering laws?

The Government has introduced new laws in the Anti-money Laundering and Counter Terrorism Financing (AML/CTF) Act 2006. The new laws require businesses that provide certain financial services to identify their customers before providing a service and report suspicious transactions.

What is money laundering?

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

What is terrorist financing?

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

Why has the new legislation been introduced?

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

What does the new legislation mean for me?

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

Can a tax file number be used to verify my identity?

No. A tax file number cannot be used or disclosed to establish or confirm your identity.

Will my personal information be safe?

All financial services providers covered by the new legislation are required to keep client information in a safe and secure environment, as required by the AML/CTF Act and the Privacy Act 1988 (Privacy Act). The Privacy Act covers the collection, use, disclosure, quality and security of personal information. You can view our privacy statement on www.willmottforests.com.au

AML/CTF identification and verification documentation

If you are investing directly or through a financial planner, adviser or via an authorised representative of Willmott Forests Limited then you will need to provide us with the following identification and verification material for AML/CTF purposes.

Individual

Please provide a certified copy of:

- an Australian driver's licence that contains a photograph of the licence/permit holder; or
- an Australian passport; or
- a foreign passport or similar travel document containing a photograph and the signature of the person.

Company

Please provide the following:

- the full name of the company as registered by ASIC;
- the ACN issued to the company;
- the full address of the registered office of the company;
- the full address of the principal place of business of the company;
- whether the company is registered as a proprietary or a public company;
- a certified copy of the certificate of registration issued by ASIC; for a proprietary company (other than a licensed company referred to below), the full name and address of each beneficial owner; and
- if the company is licensed and subject to regulatory oversight by a Commonwealth, State or Territory regulator in relation to its activities as a company, a search of the license or other records of the relevant or if the company is listed, a search of the relevant domestic financial market.

Trust or superannuation fund

Please provide:

- the full business name of the trustee in respect of the trust, the type of trust, the name of the trustees and the country in which the trust was established;
- the name and address of each beneficiary of class of beneficiary in respect to the trust;
- for each trustee which is an individual, please also provide the documentation required for individuals (above); or
- for each trustee which is a company, please also provide the documentation required for companies (above).

Partnership

Please provide:

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

Who can certify your documents?

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

- a justice of the peace or bail justice;
- a barrister or solicitor of the Supreme Court;
- a judge or a magistrate;
- a chief executive officer of a Commonwealth court;
- a registered/deputy registrar of a court;
- a public notary;
- a police officer;
- a permanent employee of Australia Post with two or more years of continuous service who is employed in an office supplying postal services to the public;
- an agent of Australia Post who is in charge of an office supplying postal services to the public;
- an Australian diplomatic or consular officer;
- an officer with two or more continuous years of service with one or more financial institutions;
- a finance company officer with two or more continuous years of service with one or more finance companies;

- an officer or authorised representative that holds an Australian Financial Services Licence and has two or more continuous years of service with one or more licences;
- a member of:
 - the Institute of Chartered Accountants in Australia;
 - CPA Australia; and
 - the National Institute of Accountants; with two or more years continuous membership.

The authorised person will need to write in English. Certification must include the name, address, type of authority and telephone number of certifying authority.

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

Form 1 – 2009 Application

Willmott Forests Premium Forestry Blend Project

1. This 2009 Application Form accompanies the PDS dated 20 August 2009 and issued by Willmott Forests Limited (ABN 17 063 263 650) in which the offer of Woodlots in the Willmott Premium Forestry Blend Project – 2009 Product Disclosure Statement ("Project") is made.
2. A person who gives another person access to this 2009 Application Form must, at the same time and by the same means, give that other person access to the PDS and any supplementary PDS issued by Willmott Forests Limited.
3. While the PDS is current and the offer for Woodlots in the Project is open, Willmott Forests Limited and any authorised representative or independent licensed financial adviser who has provided an electronic copy of the PDS will provide paper copies of the PDS, and any Supplementary PDS issued in respect of the Project and the relevant 2009 Application Form, on request and without charge.
4. Unless otherwise specified in this 2009 Application Form, terms defined in the PDS have the same meaning in this 2009 Application Form.
5. Willmott Forests Limited is not obliged to redeem, repurchase or cause to be repurchased your interest in the Project.
6. By signing the 2009 Application Form, each Grower acknowledges and agrees:
 - (a) that, prior to completing the 2009 Application Form, the Grower was given access to and has read and understood the PDS, whether in electronic or printed form;
 - (b) in relation to the Project, that Willmott Forests Limited may accept or reject this Application in respect of Woodlots in whole or in part;
 - (c) in relation to the Project, that Willmott Forests Limited will use reasonable endeavours to arrange insurance on the Growers behalf and that the Grower will pay the relevant premium on receipt of the relevant invoice;
 - (d) the Project is intended to be a medium to long term investment and the Grower acknowledges the risks of the Project, as set out in section 5 on page 16 of the PDS; and
 - (e) if GST is found to be payable in respect to the Application Price for Woodlots, that if the Grower has paid the application price, then:
 - (i) by the cash option, the Grower will be obliged to pay any applicable GST in respect of the application price on receipt of a tax invoice from the Responsible Entity; or
 - (ii) by the financing option the Loan Amount will be increased by an amount referable to the applicable GST in respect of the Application Price.
7. By signing the 2009 Application Form, each Grower
 - (a) agrees to be bound by the terms of the Constitution; and
 - (b) appoints Willmott Forests Investment Management Pty Ltd as its nominee to hold on trust any forestry right granted in respect of the Project on the terms described on section 15.5.24 on page 67, as amended from time to time.
8. Power of attorney
 - 8.1 The applicant irrevocably appoints any Director for the time being of Willmott Forests Limited to be the applicant's attorney ("Willmott Attorney") from the date of this Power of Attorney to the expiration of the Land Tenure Agreement, Land Sourcing and Forestry Management Agreement and the 12 Month Interest Free Loan Agreement in respect of the Project (collectively the "Willmott Documents");
 - 8.2 The Willmott Attorney may do in the name of the applicant and on the applicant's behalf everything necessary or expedient to:
 - (a) execute and deliver the Willmott Documents;
 - (b) complete blanks and make amendments, alterations or additions to the Willmott Documents considered necessary or desirable by the Willmott Attorney;
 - (c) execute and deliver any other documents or do any other acts which are referred to in the Willmott Documents which are ancillary or related to them or the Constitution or the transactions contemplated by them or the Constitution, in the absolute discretion of the Willmott Attorney;
 - (d) appoint one or more substitute attorneys to exercise one or more of the powers given to the Willmott Attorney and to revoke any of those appointments and within this Power of Attorney, "Willmott Attorney" includes a substitute attorney appointed by the Willmott Attorney under this clause; and
 - (e) if applicable, stamp and register this Power of Attorney.
 - 8.3 The applicant declares all acts, matters and things done by the Willmott Attorney in exercising powers under this Power of Attorney will be as good and valid as if they had been done by the applicant and agrees to ratify and confirm whatever the Willmott Attorney does in exercising powers under this Power of Attorney.
 - 8.4 The applicant indemnifies the Willmott Attorney against liability, loss, cost, charges or expenses arising from the exercise or powers under this Power of Attorney.
 - 8.5 The applicant declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Willmott Attorney in good faith may accept a written statement signed by the Willmott Attorney to effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

The applicant declares that the applicant and a person (including, but not limited to, an executor, administrator, successor, substitute or assign) claiming under the applicant are bound by anything done by the Willmott Attorney in exercising powers under the Power of Attorney.
9. Privacy
The applicant declares that they agree to the disclosure and use of information as contemplated in the section of the PDS titled "Privacy", refer to section 15.9, on page 71 and, if applicable, the 12 Month Interest Free Loan Application (if applicable).
10. Adviser authority
☐ By ticking this box the applicant indicates that they do not wish for their adviser to have access to their investment, terms or finance information.

↑
IF THE CLIENT DOES NOT WISH THEIR ADVISER TO KNOW PERSONAL DETAILS GOING FORWARD TICK HERE.

Form 1 – 2009 Application continued

Willmott Forests Premium Forestry Blend Project

Dealer and adviser information

DEALER DETAILS

Dealer Group

Dealer Group Name

Contact Name

AFSL Licence Number

233215

Dealer/Adviser Stamp (if applicable)

Dealer Stamp here

ADVISER DETAILS

Title

Mr

First Name

John

Surname

Adviser

AFSL Authorised Representative Number

2xx xxx

Address

2 Address Road

Suburb and State

Melbourne

Postcode

3000

Telephone BH

03 222 333

Mobile

0450 333 333

Facsimile

Email

Email@email.com.au

Personal details to be completed by all individuals including company directors, personal trustees and guarantors.

PERSONAL DETAILS – APPLICANT 1

Title

Mr

First Name

Harry

Second Name

Bob

Surname

Citizen

Date of Birth

15 04 55

CORPORATE/TRUST APPLICANT

Company/Trust Name (Company/Trust Director to complete personal details)

Harry and Sons Pty Ltd

ABN/ACN

000 000 000

Are you GST registered?



Yes

No

OTHER DETAILS

Current Residential Address (not PO Box)

55 Ab Street

Suburb and State

Melbourne

Postcode

3000

Postal Address (if different from above)

Suburb and State

Postcode

Telephone BH

03 96961355

Mobile

0455 111111

Facsimile

Email

Email@email.com.au

Occupation

Director

PERSONAL DETAILS – APPLICANT 2

Title

First Name

Second Name

Surname

Date of Birth

CORPORATE/TRUST APPLICANT

Company/Trust Name (Company/Trust Director to complete personal details)

ABN/ACN

Are you GST Registered?

Yes

No

OTHER DETAILS

Current Residential Address (not PO Box)

Suburb and State

Postcode

Postal Address (if different from above)

Suburb and State

Postcode

Telephone BH

Mobile

Facsimile

Email

Occupation

Form 1 – 2009 Application continued

Willmott Forests Premium Forestry Blend Project

PAYMENT OPTIONS Please fill in number of Woodlots below:

CASH

x Woodlots

12 MONTH INTEREST FREE LOAN (Blue Form)

x Woodlots

FINANCE (Yellow Form provided by the CBA)

Principal and Interest Loan

x Woodlots

Loan Period (Please tick relevant box)

☐ 3 Years ☐ 5 Years ☒ 7 Years ☐ 10 Years* ☐ 12 Years*

* A minimum investment of 7 Woodlots is required under the 10 and 12 Year finance option.

Interest Only Option (first 36 months interest only)

☒ Yes ☐ No (Please tick relevant box)

Interest Rate Option

☐ Fixed* ☒ Variable (Please tick relevant box)

* A minimum of 2 Woodlots is required for fixed interest rate loans.

Important: There is a PDS dated 20 August 2008 with information about investing in Woodlots in the Willmott Forests Premium Forestry Blend Project (ARSN 131 549 589). Before signing the 2009 Application Form, applicants should read the PDS and any supplementary product disclosure statements containing information about investing in the Project. An investment in the Project is not a deposit with or other liabilities of Commonwealth Bank of Australia ("CBA") ABN 48 123 123 124 or of any CBA Group company, and is subject to investment risk including possible delays in repayment and loss of income or principal invested. Neither the Responsible Entity, CBA nor any other CBA Group company guarantees the performance of the Project, the repayment of capital from the Project or any particular rate of return.

**You must remember to sign and witness this form
The witness must sign, and date same as applicant.**

Executed as a deed

Signed, sealed and delivered

Signature of 1st Applicant/Director

Signature of Witness

X **APPLICANT 1 SIGN HERE** *Harry Citizen* Date **20 Aug 08**

X **WITNESS SIGN HERE** *John Adviser* Date **20 Aug 08**

Print Name

Print Name

Harry Bob Citizen

John Adviser

Signature of 2nd Applicant/2nd Director/Secretary

Signature of Witness

X **APPLICANT 2 SIGN HERE** Date

X **WITNESS SIGN HERE** Date

Print Name

Print Name

For Company/Trust Applicant Only – Are you a Sole Director?

☒ Yes ☐ No

SUPPORTING DOCUMENTS REQUIRED

- You will need to provide us with the required identification and verification material for Anti-money Laundering and Counter Terrorism Financing (AML/CTF) purposes. (Refer to page 78-79). Processing of your application may be delayed if you do not supply this information with your application.

FOR OFFICE USE ONLY – APPLICATION ACCEPTANCE

Accepted on behalf of Willmott Forests Limited by authority of the Directors:

X **For Willmott Forests use only** Date

Signature of Director or Authorised Signatory

Form 4(a) – CBA Loan Application

Willmott Forests Premium Forestry Blend Project

PERSONAL DETAILS – APPLICANT 1

Title	First Name	Second Name
Mr	Harry	Bob
Surname		Date of Birth
Citizen		15 04 55
Drivers Licence (please supply certified hard copy)		
555 555 555		

Current Residential Address (not PO Box)

55 Ab Street

Suburb and State Postcode

Melbourne 3000

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

10

Postal Address (if different from above)

Suburb and State Postcode

Telephone BH Mobile Facsimile

03 96961355 0455 11111

Email

Email@email.com.au

Employer

Harry and Sons Pty Ltd

Occupation

Director

Number of Years Employment

6 years

Employment Status (full or part time, casual, self)

Full Time

Previous Employer (only if less than 2 years prior to current employment)

Marital Status

Married

Number of Dependant Children

3

Existing CBA Customer ☐ Yes ☒ No

If Yes, Account Number

PERSONAL DETAILS – APPLICANT 2

Title	First Name	Second Name
Surname		Date of Birth
Drivers Licence (please supply certified hard copy)		

Current Residential Address (not PO Box)

Suburb and State Postcode

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

Postal Address (if different from above)

Suburb and State Postcode

Telephone BH Mobile Facsimile

Email

Employer

Occupation

Number of Years Employment

Employment Status (full or part time, casual, self)

Previous Employer (only if less than 2 years prior to current employment)

Marital Status

Number of Dependant Children

Existing CBA Customer ☐ Yes ☐ No

If Yes, Account Number

If you are not a current CBA customer you will need to complete a 100 Point identification check of any of the below documents that equate to 100 points. Please tick which of the below you have submitted with this application.

- | | |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Current Passport = 70 points | <input type="checkbox"/> Letter from Current employer (must be employed for over 2 years) = 35 points |
| <input type="checkbox"/> Birth Certificate = 70 points | <input type="checkbox"/> Land Titles Office Record = 35 points |
| <input type="checkbox"/> Citizenship Certificate = 70 points | <input type="checkbox"/> A Mortgage or Other Instrument of Security held by a Financial Body = 35 points |
| <input checked="" type="checkbox"/> Drivers Licence = 40 points | <input type="checkbox"/> Medicare Card = 25 points |
| <input type="checkbox"/> Public Service Employee ID Card = 40 points | <input type="checkbox"/> Financial Institution Credit Card, Cashcard or Passbook = 25 points |
| <input type="checkbox"/> Pension or government Healthcare = 40 points | |
| <input type="checkbox"/> Written Reference from a Financial Institute = 40 points | |

Form 4(a) – CBA Loan Application continued

Willmott Forests Premium Forestry Blend Project

CORPORATE/TRUST APPLICANT

Company Name or Trustee

Harry and Sons Pty Ltd

Contact Person

Mr Harry Citizen

Trust Name

ABN/ACN

000 000 000

Telephone BH

Mobile

Facsimile

Registered Business Address

55 Bab Street

Suburb and State

Melbourne

Postcode

3000

Postal Address (if different from above)

Suburb and State

Postcode

Email

Are you a Sole Director?

Yes



No



Copy of original deed/trust deed is required Please refer to AML/CTF on page 78-79.

DETAILS OF LOAN (Please fill in number of Premium Forestry Blend Woodlots below):

FINANCE

Principal and Interest Loan

2

x Woodlots @ \$5,000 = \$10,000 Principal Amount

Loan Period (Please tick relevant box)

☐ 3 Years

☐ 5 Years



7 Years

☐ 10 Years*

☐ 12 Years*

* A minimum investment of 7 Woodlots is required under the 10 and 12 Year finance option.

Interest Only Option (first 36 months interest only)



Yes



No

(Please tick relevant box)

Interest Rate Option



Fixed*



Variable

(Please tick relevant box)

* A minimum of 2 Woodlots is required for fixed interest rate loans.

Capitalisation of Fees

The Loan Establishment Fee and the Stamp Duty Administration Fee by default will be capitalised in the Loan Amount. Please tick the below box if you do not want to capitalise these fees:



I/We do not wish to capitalise the Loan Establishment Fee and the Stamp Duty Administration Fee in the Loan Amount.

Complete if required.

If you tick this box you will be required to pay the Loan Establishment Fee and the Stamp Duty up front.

Form 4(a) – CBA Loan Application continued

Willmott Forests Premium Forestry Blend Project

Company Statement and Assets/Liabilities.

STATEMENT OF INCOME

Current Gross Salary

\$500,000

Other Income Details

\$

STATEMENT OF ASSETS OF APPLICANT

Residential Property

Melbourne

Estimated Value

\$600,000

Investment Property

Estimated Value

\$

\$

Cash/Shares/Deposits

Estimated Value

CASH IN BANK

\$25,000

\$

Other Assets (vehicles etc.)

Estimated Value

Company Ute

\$60,000

\$

Other Assets (contents etc.)

Estimated Value

Business Value

\$100,000

\$

\$

\$

Applicant

Joint

Company

Trust

Total Assets

\$785,000

STATEMENT OF LIABILITIES OF APPLICANT

Loans

Residential Property

Melbourne

Payments

Minimum Monthly

Balance Owning

\$1,875

\$300,000

Investment Property/Shares

\$

\$

\$

\$

\$

\$

\$

\$

Personal Loans

Vehicle Loan

\$500

\$20,000

\$

\$

\$

\$

\$

\$

Credit Card

Limit

Visa

\$2,000

\$

\$

\$

\$

Total Commitment Total Liabilities

\$2,375

\$320,000

Please Tick



I/We have enclosed our tax return/s

(And audited Financial Statements of the Company)



I/We have enclosed our pay slip/s

SUPPORTING DOCUMENTATION REQUIRED

Proof of income required

- PAYG – Copy of last two tax returns or last tax return and a recent payslip or two most recent payslips confirming income.
- Self employed – last two tax returns or letter from Accountant re estimated income.
- Other third party – confirmation of income declared (e.g. verified letter from employer).

Proof of identity as per AML/CTF identification information and documents on page 78-79.

Processing of your application may be delayed if you do not supply this information with your application.

Form 4(a) – CBA Loan Application continued

Willmott Forests Premium Forestry Blend Project

I/We hereby apply to the Commonwealth Bank of Australia ABN 48 123 123 124 (the Lender) for loan finance in consideration of to finance the amount that is due and payable by me/us in the 2009 Application Form for the Willmott Forests Premium Forestry Blend Project.

I/We warrant that all of the personal information including asset and liability information provided by me/us at the date of my/our application is true and correct. I/We acknowledge that the CBA Lender is not obligated to accept my/our finance application.

PRIVACY ACT 1988 (Cth) CONSENT AND DECLARATION FOR THE PURPOSES OF THE CONSUMER CREDIT CODE

I/We acknowledge that the CBA Lender or Willmott Forests Limited on its behalf may give information about me/us to a credit reporting agency for the following purposes:

- to obtain a consumer credit report about me/us; and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about me/us.

The CBA Lender may give information which is required or permitted to be given to a credit reporting agency by the Privacy Act, including:

- identity particulars – my/our name(s), including any known aliases, sex, address (and the previous two addresses), date of birth, name of employer and drivers licence number;
 - my/our application for commercial credit – the fact that I/we have applied for credit and the amount;
 - the fact that the CBA Lender is a current credit provider to me/us;
 - loan repayments which are overdue by more than 60 days and for which debt collection action has started;
 - advice that my/our loan repayments are no longer overdue in respect of any default that has been listed;
 - information that, in the opinion of the CBA Lender, I/we have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with my/our credit obligations);
 - dishonoured cheques – drawn by me/us for \$100 or more which have been dishonoured more than once; and
 - that the CBA Lender has ceased to be a credit provider for me/us.
- information for assessing whether to authorise a large credit transaction outside of my/our normal transactional activities; and/or
 - information used for assisting me/us to avoid defaulting on my/our credit obligations.

I/We understand this information may be given before, during or after the provision of credit to me/us.

I/We consent to the CBA Lender providing to Willmott Forests Limited their agents and consumer credit report or any other credit information about me/us.

Assessing commercial credit application

I/We agree that the CBA Lender may obtain a consumer credit report containing information about me/us from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Business purpose declaration

I/We declare that the credit to be provided to me/us by the CBA Lender is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

Important

You should not sign the declaration on page 98 unless this loan is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

I/We declare that I/we signed the declaration on page 98 before entering into this credit contract.

Form 4(a) – CBA Loan Application^{continued}

Willmott Forests Premium Forestry Blend Project

AUTHORITY TO ACCEPT FACSIMILE INSTRUCTION (INDIVIDUAL AND CORPORATE BORROWERS)

To Commonwealth Bank of Australia,
ABN 48 123 123 124 ("the Lender")

Name _____

Client **Harry and Sons Pty Ltd** (the "Client")

Account number/s _____

Account **CBA to complete**

or

☐ All accounts ("the Account" or "the Accounts")

1. Authorisation

- 1.1 The Client and the Lender agree that this Authority applies to the Facsimile Instructions in respect of the Client's Accounts.
- 1.2 The Client acknowledges that:
- (i). A Facsimile Instruction received by the Lender which is complete and regular on its face shall be deemed to be an original document and to have been sent by the Client to the Lender and as between the Client and the Lender shall be conclusive evidence that the Lender had authority to comply with the Facsimile Instruction. In the event of any dispute in connection with a Facsimile Instruction given under this Authority the Client waives the right to claim that any signature on the Facsimile Instruction is not genuine or that the Facsimile Instruction was sent to the Lender without the authority of the Client.
 - (ii). The Lender may at its sole discretion refuse to accept any Facsimile Instructions provided that the Client is notified of such refusal as soon as practical.
 - (iii). Facsimile Instructions are not subject to further written or oral confirmation or verification and the Client undertakes to reimburse the Lender for all costs incurred by it if a further written confirmation sent by the Client causes error or duplication of payment in the funds transfer process.
- 1.3 The Client shall pay the Lender's fees (and any costs or expenses incurred by the Lender) in connection with this Authority or payments made pursuant to Instructions. The Lender is authorised to debit the Client's accounts with all such fees costs or expenses.

2. Contents of Facsimile Instructions and Verification Procedures

- 2.1 Facsimile Instructions which include the name and signature of the Authorised Signatory, and appear to have been signed in accordance with the Client's Account Authority, will be deemed to be valid and the Lender is authorised to act upon and to debit the Client's Account in accordance with the Facsimile Instructions.

- 2.2 Upon receipt of the Facsimile Instruction appearing to comply with paragraph 2.1 the Lender may (but will not be obliged to) telephone an Authorised Signatory ("the Verifier"), other than the Authorised Signatory who gave the Facsimile Instruction, to confirm authenticity of the Facsimile Instruction. If and only if the Lender elects to verify the Facsimile Instruction under this clause, the Lender is entitled to assume when it telephones the Client's telephone number and asks to speak to the Verifier that the person who identifies himself or herself as the Verifier is that person and if that person verifies the authenticity of the Facsimile Instruction, the Client's Facsimile Instruction is genuine.
- 2.3 The Lender is not obliged to honour the Client's Facsimile Instructions until the verification procedures described in clause 2.2 have been fully completed or if it for any other reason doubts the authenticity of the instruction. Should this result in a payment being delayed beyond relevant cut off times, the Lender shall not incur any liability whatsoever to the Client. The Lender will not be responsible for any delay due to Facsimile Instructions which are incomplete or unclear.

3. Release and Indemnity

In consideration of the Lender agreeing to act in accordance with this Authority, the Client:

- 3.1 releases the Lender from any and all actions, suits, proceedings, claims, accounts and demands of all kinds which the Client may make or have against the Lender for any direct or indirect damage, loss or expense suffered or incurred by the Client; and
- 3.2 indemnifies the Lender and agrees to keep the Lender indemnified against all losses, costs, expenses and liabilities incurred, paid or payable by the Lender and in connection with all actions, suits, proceedings, claims, accounts and demands of all kinds which may be taken or made against the Lender and against all costs, charges and expenses incurred, paid or payable by the Lender in respect of all such actions, suits, proceedings, claims, accounts and demands,

in each case in connection with the Lender acting in good faith upon the Facsimile Instructions (including any unauthorised or incorrect Facsimile Instructions) given to the Lender in accordance with this Authority.

4. General

- 4.1 This Authority may be terminated by the Client or the Lender by giving written notice thereof to the other, but without prejudice to the Client's liability in respect of any Facsimile Instruction received and acted upon by the Lender prior to the receipt by the Lender or the Client of such notice. Upon giving or receipt of such notice by the Client, the Client must not give any further Facsimile Instruction to the Lender.
- 4.2 This Agreement is governed by and construed in accordance with the laws of Victoria and the Client and the Lender irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state and its courts of appeal.

Form 4(a) – CBA Loan Application continued

Willmott Forests Premium Forestry Blend Project

5. Interpretation

Unless inconsistent with the context:

- 5.1 Any reference to the singular number shall include a reference to the plural number and vice versa where two or more persons are parties to this Authority the Authority shall bind them jointly and each of them severally.
- 5.2 The following expressions shall have the following meanings:

Account Authority means the authority provided to the Lender as amended or substituted from time to time authorising one or more persons to be the Authorised Signatory to operate the Client's accounts with the Lender;

Authorised Signatory means a person authorised to operate the Client's account in accordance with the Client's Account Authority;

Facsimile Instructions means payment instructions given to the Lender by facsimile transmission and appearing or purporting to be a facsimile copy of the signature of the Authorised Signatory and signed or purporting to have been signed in accordance with the Client's Account Authority.

AUTHORISED SIGNATORIES (CORPORATE BORROWERS ONLY)

I/We refer to the loan agreement (Loan Agreement) between us

Harry and Sons Pty Ltd (Borrower) and Commonwealth Bank of Australia ACN 123 123 124.

Terms used in this notice and defined in the Loan Agreement have the meaning given to them in the Loan Agreement.

Any ~~2 persons~~/1 person (delete as appropriate) referred to below (the "Authorised Signatories") are authorised to sign for and on behalf of the Borrower all notices and to endorse, accept, sign and execute for and on behalf of the Borrower all other documents arising under or relating to the Loan Agreement:

Name of Authorised Signatory

Signature

Mr Harry Citizen

Harry Citizen

Name (please print)

SIGN HERE

Name (please print)

SIGN HERE

Name (please print)

The signatures appearing next to the names of the Authorised Signatories above are true specimens of the signatures of those persons.

Executed for and on behalf of the Borrower
in accordance with section 127 of the
Corporations Act by or in the presence of:

Signature of Secretary/other Director

Signature of Director or sole Director and sole Secretary

Harry Citizen

SIGN HERE

Name of Secretary/other Director in full

Name of Director or sole Director and sole Secretary in full

Mr Harry Citizen

Form 4(a) – CBA Loan Application^{continued}

Willmott Forests Premium Forestry Blend Project

TO BE COMPLETED BY ALL APPLICANTS AND GUARANTORS

IMPORTANT INFORMATION (applies to all Applicants and Guarantors).

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

- I/We have read and understood the Loan Agreement including the Guarantee Documents (as annexed to this Application) and have had the opportunity to seek independent professional advice.
- I/We am a resident of Australia.
- I/We agree to be bound by the Loan Agreement including the Guarantee Documents (as annexed to this 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 Lender) prior to the Applicant applying for finance or any investment in the Willmott Forests Project.
- Any finance to be provided to me/us by the Lender 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 Lender will be relying on the information within this Application (and any other information I/We might provide to the Lender) when providing financial accommodation to the Applicant.
- The Lender may accept or reject my/our Application at its sole and absolute discretion and that upon acceptance of the Application, I/we agree to be bound by the terms of the Loan Agreement including the Guarantee Documents and this Application.
- By signing and returning this Application I/we am/are doing so as a deed poll, irrevocably and in accordance with the Application (including the Loan Agreement and Guarantee Documents).
- The Lender can provide information on the status of this finance facility to my/our nominated adviser below or any entity associated with the Lender.

Mr John Adviser

(nominate financial adviser, solicitor etc.)

- I/We have read and understood that:
 - monies invested in the Willmott Forests Project do not represent deposits or other liabilities of the Lender or its associates and are subject to investment risk including possible delays in repayment and loss of income or capital investment;
 - none of the Lender or any of its associates stands behind the capital value nor do they guarantee the performance of this investment or the underlying assets; and
 - none of the Lender or any of its associates guarantees or provides any assurance in respect of the obligations of the Responsible Entity of the Willmott Forests Project.
- My/Our obligations under the Loan Agreement including the Guarantee Documents 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 Willmott Forests Project;
 - the level of return from any loss of money invested in the Willmott Forests Project;
 - any breach by the Responsible Entity of the Willmott Forests Project of its obligations; or
 - any illegality in connection with the Willmott Forests Project, or any Product Disclosure Statement issued with respect to the Willmott Forests Project.
- If at the date on which my investment is due I have not provided all necessary supporting documentation required by the Lender in time for the Lender to consider and process my application, I understand that, unless I elect not to do so below, I will be taken to have applied to Willmott Finance Pty Ltd for a 12 month interest free loan on the terms set out in this Product Disclosure Statement (the Willmott Loan), on the basis that the Lender may consider, during the period of 31 days after the date of funding of the Willmott Loan, providing finance in accordance with this application (but with a term of one less month) for the purpose of refinancing the Willmott Loan. If the Lender elects to provide such finance during this period, then I agree that the Lender may provide finance to me on the terms of my original application for the purposes of refinancing the Willmott Loan.
 - ☐ I elect not to apply for a Willmott Loan if I have not provided all necessary supporting documentation required by the Lender in time for the Lender to consider and process my application.

I/We hereby agree to the terms contained in the Authority to Accept Facsimile Instructions, the Privacy Act 1988(CTH) Consent and Declaration for the Purposes of the Consumer Credit Code, the Direct Debit Request Service Agreement and certify that the signatures contained in the Authorised Signatories are true and correct (contained in pages 91-99 of the Application).

Form 4(a) – CBA Loan Application continued

Willmott Forests Premium Forestry Blend Project

Executed as a deed.

Signed, sealed and delivered

Signature of Applicant 1/Director

X *Harry Citizen*

Date

20 Aug 08

Print Name

Harry Bob Citizen

Signature of Witness

X *John Adviser*

Date

20 Aug 08

Print Name

John Adviser

Signature of Applicant 2/Director

X SIGN HERE

Date

Print Name

Signature of Witness

X SIGN HERE

Date

Print Name

Signature of Guarantor 1

X SIGN HERE

Date

Print Name

Signature of Witness

X SIGN HERE

Date

Print Name

Signature of Guarantor 2

X SIGN HERE

Date

Print Name

Signature of Witness

X SIGN HERE

Date

Print Name

Signed sealed and delivered for and on behalf of
Commonwealth Bank of Australia ABN 48 123 123 124
by its Attorney under a Power of Attorney dated, and the
Attorney declares that the Attorney has not received any notice
of the revocation of such Power of Attorney, in the presence of:

Signature of Witness

X CBA to complete

Name of Witness in full

CBA to complete

Signature of Attorney

X CBA to complete

Name of Attorney in full

CBA to complete

Form 4(b) – CBA Direct Debit Requests

Willmott Forests Premium Forestry Blend Project

PART 1 – DIRECT DEBIT REQUEST SERVICE AGREEMENT

- We may vary the terms of this Direct Debit Request Service Agreement at any time by giving you at least 14 days notice.
- By signing the Direct Debit Request below, you request and authorise us to arrange for funds to be debited from your account:
- where an Establishment Fee is applicable;
 - either according to the loan agreement which we have with you (or either of you or a third party) or as provided in this Direct Debit Request Service Agreement. The amounts drawn will be as due under that loan agreement or any agreed variations to it thereafter or any greater amount which you, either of you, or a third party instruct us to draw, provided such instruction is given in the manner specified in the operating authority held by us in connection with the Direct Debit Account. Where the amount due under the loan agreement decreases, the Lender at its discretion may decrease the amount drawn from your account or, unless you instruct us to decrease it, continue to draw the higher amount.

We will arrange for funds to be debited from the Direct Debit Account:

- (i) as requested and authorised in the Direct Debit Request below; or
- (ii) according to any notice sent to you specifying the amount payable and the date the payment is due; or
- (iii) in accordance with this Direct Debit Request Service Agreement.

The payment will be deducted from the Direct Debit Account on the payment due date. If the due date for payment falls on a non-working day or a national public holiday the payment will be processed on the next working day.

- It is your responsibility to ensure that you have sufficient funds in the Direct Debit Account when payments are to be drawn. If you do not have sufficient funds, then:
 - the payment will be regarded as not having been made;
 - an administration fee will be charged to your account;
 - if the Direct Debit Account is conducted with the Lender then we may, on a day subsequent to the payment due date, debit funds from your account, either in full or partial payment of any amount overdue.
- You should be aware that:
 - Direct Debiting through Bulk Electronic Clearing System is not available on all accounts;
 - Direct Debit Account details should be checked against a recent statement from your financial institution. If you are in any doubt, you should check with your financial institution before completing the Direct Debit Request; and
 - it is your responsibility to advise us if your Direct Debit Account is altered, transferred or closed.
- Fees may be payable in respect of a Direct Debit Request, and additional fees may be payable in respect of direct debits from certain accounts or types of accounts such Visa or Mastercard credit card accounts. We will charge these fees to the Direct Debit Account at the time of the direct debit in accordance with our usual rates applying from time to time. As at the date of this Direct Debit Request Service Agreement the following fees apply in respect of direct debits from credit cards:

Standard Card	Visa	MasterCard
	1.10%	0.95%
Premium Card	Visa	MasterCard
	1.50%	1.52%

- If you believe there has been an error in debiting your account you should contact the branch where your loan account is held as soon as possible so that we can resolve your query quickly.
- Your records and account details will be kept private and confidential and will only be disclosed at your request or at the request of the financial institution in connection with a claim made to an alleged incorrect or wrongful debit, or otherwise as required by law.

PART 2 – DIRECT DEBIT REQUEST

I/We hereby authorise and request you, Commonwealth Bank of Australia (APCA User ID number 650 or 301813) to arrange for funds to be debited from the following account (the Direct Debit Account) and as prescribed above through the Bulk Electronic Clearing System or to debit the Direct Debit Account by any other means. **Note: please complete this section for Credit Card or Direct Debit Account**

Account (or Card) Name **Harry and Sons P/L** Account BSB **011 000**
 Account Bank (or Card) **ANZ** Account (or Card) Number **000 000 000** Exp /

This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement.
 I/We authorise the following:

1. The Commonwealth Bank of Australia to verify the details of the Direct Debit Account identified above with my/our financial institution with whom the Direct Debit Account is held; and
2. My/our financial institution with whom the Direct Debit Account is held to release information allowing Commonwealth Bank of Australia to verify the details of the Direct Debit Account.

Signature

 **Harry Citizen** Date **20 Aug 08**

Signature

 **SIGN HERE** Date

Print Name (if joint account, all names required)

Harry Bob Citizen

Print Name

Form 4(c) – CBA Loan Application: Guarantor

Willmott Forests Premium Forestry Blend Project

PERSONAL DETAILS – GUARANTOR 1

Title	First Name	Second Name
Mr	Harry	Bob
Surname		Date of Birth
Citizen		15 04 55
Drivers Licence (please supply certified hard copy)		

Current Residential Address (not PO Box)

55 Ab Street	
Suburb and State	Postcode
Melbourne	3000

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

Postal Address (if different from above)

Suburb and State	Postcode

Telephone BH	Mobile	Facsimile
03 96961355	0455 11111	

Email
Email@email.com.au

Employer

Harry and Sons Pty Ltd
Occupation

Director

Number of Years Employment

6 years

Employment Status (full or part time, casual, self)

Full Time

Previous Employer (only if less than 2 years prior to current employment)

Marital Status

Married

Number of Dependant Children

3

Existing CBA Customer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
-----------------------	---------------------------------------------------------------------

If Yes, Account Number	
------------------------	--

PERSONAL DETAILS – GUARANTOR 2

Title	First Name	Second Name
Surname		Date of Birth
Drivers Licence (please supply certified hard copy)		

Current Residential Address (not PO Box)

Suburb and State	Postcode

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

Postal Address (if different from above)

Suburb and State	Postcode

Telephone BH	Mobile	Facsimile

Email

Employer

Occupation

--

Number of Years Employment

--

Employment Status (full or part time, casual, self)

--

Previous Employer (only if less than 2 years prior to current employment)

Marital Status

--

Number of Dependant Children

--

Existing CBA Customer	<input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------	----------------------------------------------------------

If Yes, Account Number	
------------------------	--

Form 4(c) – CBA Loan Application: Guarantor continued

Willmott Forests Premium Forestry Blend Project

STATEMENT OF INCOME – GUARANTOR 1

Current Gross Salary

\$ **120,000**

Other Income Details

\$

STATEMENT OF ASSETS OF GUARANTOR 1

Residential Property

Melbourne

Estimated Value

\$800,000

Investment Property

Estimated Value

\$

\$

Cash/Shares/Deposits

Estimated Value

BHP

\$ 40,000

\$

Other Assets (vehicles etc.)

Estimated Value

BMW

\$60,000

\$

Other Assets (contents etc.)

Estimated Value

\$

\$

\$

\$

Applicant ☐ Joint ☐ Company ☐ Trust ☐

Total Assets

\$ 900,000

STATEMENT OF LIABILITIES OF GUARANTOR 1

Loans

Residential Property

Melbourne

Payments

Minimum Monthly

\$ 2,500

Balance Owng

\$ 500,000

Investment Property/Shares

\$

\$

\$

\$

\$

\$

\$

\$

Personal Loans

Vehicle Loan

\$ 500

\$ 20,000

\$

\$

\$

\$

\$

\$

Credit Card Limit

Visa \$ 2,000

\$

\$

\$

\$

Total Commitment

\$ 3,000

Total Liabilities

\$520,000

Please Tick



I/We have enclosed our tax return/s



I/We have enclosed our pay slip/s

You must supply the following supporting information with your application:

Proof of income required

- PAYG – Copy of last two tax returns and one recent payslip; or one copy of the last tax return and two recent payslips confirming income.
- Self employed – last two tax returns or letter from Accountant re estimated income.
- Other third party – confirmation of income declared (e.g. verified letter from employer).

Proof of identity as per AML/CTF identification information and documents on page 78-79.

Processing of your application may be delayed if you do not supply this information with your application.

Form 4(c) – CBA Loan Application: Guarantor continued

Willmott Forests Premium Forestry Blend Project

Privacy Acknowledgement and Consent – Guarantor/s

I/We hereby apply to the Commonwealth Bank of Australia ABN 48 123 123 124 (the Lender) as guarantor(s) for loan finance to be provided to the borrower to finance the amount that is due and payable in the 2009 Application Form for the Willmott Forests Premium Forestry Blend Project.

I/We warrant that all of the personal information including asset and liability information provided by me/us at the date of my/our application is true and correct. I/We acknowledge that this form does not constitute an offer or acceptance of credit as defined in any legislation relating to the provision of credit.

By signing this application, I/we authorise the Lender and/or Willmott Forests Limited and any of their agents (as defined in the Privacy Act) to give to and obtain from a credit reporting agency:

- certain personal information about me/us to allow me/us to be identified;
- information that I/we have offered to act as a guarantor;
- personal information and information as to my/our creditworthiness, credit standing, credit history and credit capacity, for the purposes of assessing my/our guarantee for personal credit given to another person.

By signing this application, I/we acknowledge that:

- the Lender and/or Willmott Forests Limited verify the identity of guarantors via the collection of personal information;
- I/we may (subject to permitted exceptions) access your information by contacting Customer Relations, Commonwealth Bank Group, Reply Paid 41, SYDNEY NSW 2001. I/we also acknowledge that charges may apply for this access.

In addition to the authorisations set out above in relation to credit reports, by signing this application I/we authorise the Lender and/or Willmott Forests Limited to:

- give to and obtain from my/our bank and/or other credit provider any record that has any bearing on my/our creditworthiness, credit standing, credit history or credit capacity for the purpose of:
 - (a) assessing whether to accept me/us as guarantor for personal credit applied for or provided to the borrower/s;
 - (b) for any purpose related to the subsequent management of the personal credit guaranteed by me/us;
 - (c) for any purpose related to the enforcement or proposed enforcement of my/our guarantee, and/or
 - (d) for the purpose of assessing the risk in purchasing any credit facility (being a credit facility given to or applied for by the borrower) from me/us and/or the risk in undertaking credit enhancement of any such credit facility, each as the case may be.
- obtain information about my/our commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing whether to accept me/us as a guarantor for personal credit applied for, or provided to, the borrower.

Signature of Guarantor 1

X **GUARANTOR 1 SIGN HERE**
Harry Citizen

Date

20 Aug 08

Print Name

Harry Bob Citizen

Signature of Guarantor 2

X **GUARANTOR 2 SIGN HERE**

Date

Print Name

Election Under Clause 28.16 of the Code of Banking Practice (Director Guarantors)

We are advised that you, as a Director of the Borrower, are considering providing a Guarantee in support of the Borrower's facilities.

Note This form may be used when the Director Guarantor is present ("Face to Face Option") or where the Director Guarantor is contacted by telephone ("Telephone Option").

Part 1 – General information (applies in all cases)

- A. Code of Banking Practice protections of Guarantors
The Code of Banking Practice ("Code") has certain provisions designed to protect Guarantors and proposed Guarantors. Generally, we are required to:
- provide Guarantors with certain material concerning the Borrower and the proposed facilities; and
 - allow Guarantors until the next day following the receipt of that material, before we ask them to sign the Guarantee.
- B. Information which must be given to you
Both the Code and the general law require that certain material must be provided to you:
- the Facility Terms and Conditions which incorporate the Facility Agreement you are being asked to Guarantee, together with a list of related security contracts (and you may ask us for a copy of any related security contract);
 - any final Letter of Offer provided to the Borrower (with details of any conditions contained in any earlier version of the Offer Letter which were satisfied before the final Letter of Offer was issued);
 - a listing with details of any notices of demand made on or after 1 June 2003 in relation to any facility of the Borrower with us, together with copies of statement of account covering the period during which any such notice was issued;
 - a listing of all dishonours on or after 1 June 2003 on any facility of the Borrower with us, together with copies of statements of account covering the period during which any such dishonour occurred;

We will also tell you:

- whether there have been any excesses or overdrawings of \$100 or more during the past six months on any facility of the Borrower with us.

C. Further information – waiver rights

In addition to the above material, the Code requires the provision of further information to you. Clause 28.16 of the Code provides, however, that Director Guarantors (that is, Guarantors who are Directors of the Borrower company, other than Sole Director Guarantors or Commercial Asset Financing Guarantors) may advise us that they elect:

- not to receive some of the further information required to be provided under the Code; and/or
- to sign the Guarantee without waiting until the next day.

D. Further information – details

The following is the further information we are required to provide. The boxes are for noting your election regarding the provision of this information.

Documents not required

- ☐ any related credit report from a credit reporting agency;
- ☐ any current credit-related insurance contract in our possession;
- ☐ any financial accounts or statement of financial position given to us by the Borrower for the purposes of the Facility within 2 years prior to the day we provide this information to you;
- ☐ the latest statement of account relating to the Facility (and any other statement of account for a period during which a notice of demand was made by the Bank, or a dishonour occurred, in relation to which we are required to give you information under clause 28.4(b)(i)); and
- ☐ any unsatisfied notice of demand made by us on the Borrower in relation to the Facility where the notice was given within 2 years prior to the day we provide you with this information.

Part 2 – "Face to Face"

E. Elections under clause 28.16 of the Code

- (a) The nominations you have made regarding the information and documentation required to be provided by us to you are noted in clause D above. Where the boxes are ticked, this indicates that you have advised us that you are electing not to receive the information described in the sub-clause opposite that box.
- (b) You have also advised us that you have elected to wait or not to wait until the next day after receiving the information required to be given to you under clause 28.4 [including any information under clause 28.4(d)].

Acknowledgement by Proposed Director Guarantor
Please note that, by signing below, you are confirming that you:

- have read and understood the information set out above in relation to your rights to receive material under the Code of Banking Practice; and
- do not wish to receive the information relating to the Borrower nominated by ticking the boxes in Clause D above.

You also confirm that you have indicated to us your election as to whether you wish to wait until the next day to consider the information you receive from us.

Signature



Date

20 Aug 08

Election Under Clause 28.16 of the Code of Banking Practice (Director Guarantors) continued

Part 3 – “Telephone”

F. Elections under Clause 28.16 of the Code

- (a) Where we have spoken to you already, the nominations you have made regarding the information and documentation required to be provided by us to you are noted in clause D above. Where the boxes are ticked, this indicates that you have advised us that you are electing not to receive the information described in the sub-clause opposite that box.
- (b) If, however, the nominations are incorrect or the information or documentation you have received is incomplete and you wish to receive further information, please contact us immediately. If we do not hear from you prior to you executing the Guarantee, we will assume that you are satisfied with the information and documentation provided. Please also ensure that we have correctly recorded your election regarding the next day requirement.

G. Contact unable to be made

Where we have not been able to contact you, we have assumed that your election is to receive all of the required information and not to waive the next day requirement for signing the Guarantee.

Agent use only

To be signed only after telephone interview

I certify that I have explained to the Guarantor above their entitlements under Clause 28.1 of the Code of Banking Practice. I have also recorded the Guarantor's nominations by ticking the boxes above.

OR

To be signed where Agent unable to contact
Director Guarantor

I certify that, on 20 Aug 08 I attempted to contact the Guarantor above by telephone but was unable to do so.

Signature of Agent

 **John Adviser**

Name of Agent (please print)

Mr John Adviser