

FINANCE APPLICATION

Date: / /

NAME OF APPLICANT(S)/BORROWER(S):

1.

2.

**UNITED
PACIFIC**
.....
F I N A N C E

UNITED PACIFIC FINANCE PTY LIMITED
A.C.N. 053 703 389
Level 7, 90 Mount Street, North Sydney NSW 2060
PO Box 6440 , North Sydney NSW
Tel: (02) 9955 7878 Fax: (02) 9925 0386 Email: united@upf.com.au
2nd Floor, 431 St Kilda Road, Melbourne VIC 3004
Tel: (03) 9863 3194 Fax: (03) 9866 4960

LOAN APPLICATION

Loan Amount applied for: \$

Application Type:

(Tick box as applicable)

COMPANY

INDIVIDUAL

INDIVIDUAL APPLICATION / JOINT APPLICANT

Individual Applicant/Director Details	Joint Applicant/Director Details
Surname:	Surname:
Given Name:	Given Name:
Address:	Address:
Postcode:	Postcode:
Telephone (Work):	Telephone (Work):
Telephone (Home):	Telephone (Home):
Date of Birth:	Date of Birth:
Marital Status:	Marital Status:
Number of Dependants:	Number of Dependants:
Drivers Licence No.:	Drivers Licence No.:
Occupation:	Occupation:
Time Employed Current Employer:	Time Employed Current Employer:
Employer Name:	Employer Name:
Accountant (Firm):	Accountant (Firm):
Contact:	Contact:
Phone:	Phone:
Address:	Address:
Postcode:	Postcode:

COMPANY DETAILS (Company only)

Company Name:	ACN:
Nature of Business	Years Established:
Registered Address:	
Trading Address:	
Accountant (Firm):	Contact: Phone:
Address:	Postcode:
Solicitor (Firm):	Contact: Phone:
Address:	Postcode:
Bank:	Contact: Phone:
Address:	Postcode:

STATEMENT OF ASSETS & LIABILITIES

RESIDENTIAL/INVESTMENT Homeowner? Yes No (Tick box as applicable)

ASSETS	Loan Amount	LIABILITIES	Est. Value
Residential Home: <small>(Lender) (Owner)</small>	\$	Address:	\$
INVESTMENTS			
1. Inv Property: <small>(Lender) (Address)</small>	\$		\$
2. Inv. Property: <small>(Lender) (Address)</small>	\$		\$
Vacant Land: <small>(Lender) (Address)</small>	\$		\$
Superannuation: <small>(Institution)</small>			
Savings at Bank: <small>(Institution)</small>			
OTHER			
1. Motor Vehicles: <small>(Lessor) (Motor Vehicle Type)</small>	\$		\$
2. Motor Vehicles: <small>(Lessor) (Motor Vehicle Type)</small>	\$		\$
1. Credit Cards: <small>(Bank) (Current Balance)</small>	\$		\$
2. Credit Cards: <small>(Bank) (Current Balance)</small>	\$		\$

TOTAL ASSETS: \$

TOTAL LIABILITIES: \$

TOTAL NET ASSETS: \$

I/We certify that all assets listed above are owned solely by me/us unless otherwise stated.

..... / /
Signature Applicant No. 1 Date

..... / /
Signature Applicant No. 2 Date

STATEMENT OF GROSS MONTHLY EXPENDITURE

MORTGAGE REPAYMENTS:

Lender:	Monthly Repayments \$
Lender:	Monthly Repayments \$
Lender:	Monthly Repayments \$

OTHER LOANS:

Lender:	Monthly Repayments \$
Lender:	Monthly Repayments \$
Lender:	Monthly Repayments \$

CREDIT CARDS:

Limit:	Bank:	Monthly Repayments \$
Limit:	Bank:	Monthly Repayments \$
Limit:	Bank:	Monthly Repayments \$

TOTAL MONTHLY REPAYMENTS \$

ESTIMATED MONTHLY LIVING EXPENSES \$

TOTAL MONTHLY EXPENSES \$

STATEMENT OF GROSS MONTHLY INCOME

MONTHLY SALARY (GROSS):

Source:	Monthly Salary \$
Source:	Monthly Salary \$

OTHER INCOME:

Source:	Monthly Income \$
Source:	Monthly Income \$
Source:	Monthly Income \$

TOTAL INCOME \$

MONTHLY SURPLUS \$

LOAN APPLICATION CHECK LIST

1. Complete and sign the **Finance Application Form** in accordance with the instructions, including the 'Privacy Act – Consent and Acknowledgement'.
2. Supply each applicants last two (2) years' **tax returns**.
3. Supply a **recent salary /payslip / letter** from each applicant's employer confirming remuneration package.
4. Supply **proof of assets**, a valuation of any liquid investments including bank statements and portfolio valuations.
5. Supply **proof of liabilities** including recent mortgage or credit card statements.
6. If **income** is derived **from a business**, applicants should supply business accounts for the past 2 years. (Please supply interim accounts if business accounts are greater than 6 months old, management accounts will be acceptable.)
7. If **income** is derived **from companies and/or trusts**, applicants should supply 2 years of supporting documentation from these entities. A guarantee of the company or trust may be required where a majority of income is sourced through a trust and/or private company.
8. Supply a recent copy of a rates notice for property owners for each property listed. Applicants should be aware that where property is held jointly or through a trust and/or private company, a guarantee of the joint holder, company or trust may be required.

UNITED PACIFIC FINANCE

UNITED PACIFIC FINANCE PTY LIMITED
A.C.N. 053 703 389
Level 7, 90 Mount Street, North Sydney NSW 2060
PO Box 6440, North Sydney NSW
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LOAN AGREEMENT - SCHEDULE

ITEM 1

Date of Agreement / /

ITEM 2 - Borrower Name

Borrower 1:

Title	Surname or Company Name and ACN	Home Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
Given Name(s) (no initials)		Work Phone
<input type="text"/>		<input type="text"/>
Number & Street, PO Box or registered address		Mobile
<input type="text"/>		<input type="text"/>
Suburb/Town	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>

Borrower 2 (if required):

Title	Surname or Company Name and ACN	Home Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
Given Name(s) (no initials)		Work Phone
<input type="text"/>		<input type="text"/>
Number & Street, PO Box or registered address		Mobile
<input type="text"/>		<input type="text"/>
Suburb/Town	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>

ITEM 3 - Guarantor Name (if required)

Title	Surname or Company Name and ACN	Home Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>
Given Name(s) (no initials)		Work Phone
<input type="text"/>		<input type="text"/>
Number & Street, PO Box or registered address		Mobile
<input type="text"/>		<input type="text"/>
Suburb/Town	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>

ITEM 4

Lender Name: United Pacific Finance Pty Limited ACN 053 703 389
Address: Level 7, 90 Mount Street, North Sydney NSW 2060
Facsimile No. (02) 9925 0386

ITEM 5

Principal

ITEM 5A

Tranche 1

ITEM 5B

Tranche 2

ITEM 6

Date of Repayment

ITEM 7

Higher Rate: Lower Rate + 3% per annum

ITEM 8

Lower Rate % per annum or if the interest rate is a floating rate the aggregate of BBSY and the Margin

ITEM 8A

Margin

ITEM 9

Monthly Repayments
(Interest Only Portion) \$

Monthly Repayments
(Principal & Interest) \$

Instalments commencing on / / which is calendar months from the date on which the Principal (or part thereof) is first advanced under this Agreement and thereafter on the same day in each succeeding month until the total of all the Monies Secured is repaid. At the date of this Agreement, such instalments are as follows:

Number of Instalments @ \$ for the first years

Number of instalments @ \$ for the following years

ITEM 10

Investments subscribed for:

Number of Forestry Right Interests

Number of Units

Investors may subscribe for Forestry Right Interests or for Units or for both Forestry Right Interests and Units

TERM LOAN FINANCE - AGREEMENT

THIS AGREEMENT is made on the date stipulated in Item 1

BETWEEN The party described in Item 2 ("the Borrower")

AND: The party described in Item 4 ("the Lender")

AND: The party described in Item 3 ("the Guarantor")

WHEREAS:-

The Lender has agreed to advance to the Borrower by way of loan the sum specified in Item 5 ("the Principal"). in two (2) tranches to enable the Borrower to invest in products sold by Stanford Finance Australia Limited ABN 29 102 445 812, as Issue Manager, Manager and Land Trustee for the AgriWealth 31 March 2007 Radiata Pine Plantation Investment and AgriWealth 31 March 2007 Radiata Pine Land Trust ARSN ##

(b) The Principal must be used to subscribe for investments as detailed in Item 10 ("Investments").

(c) The details of the contract between the parties are recorded in writing in the schedule and this Agreement.

The parties agree as follows:-

1 Advance

1.1 The Lender has advanced to the Borrower the Principal and the Borrower acknowledges its indebtedness to the Lender for the Principal.

1.2 The Principal will be advanced in two (2) tranches. The first tranche is for the amount specified in Item 5A and the second tranche is for the amount specified in item 5B.

2 Repayment and Term

2.1 The Monies Secured must be repaid in full by the Borrower on the date specified in Item 6 (Repayment Date).

2.2 The Borrower must make monthly repayments of the Principal and interest (calculated under clause 3) in the sum(s) set out in Item 9 (Instalments) which will be debited to the Borrower's nominated bank account or credit card. On the Repayment Date the Borrower must pay to the Lender all Monies Secured;

3 Interest

The Borrower must pay to the Lender interest on all Monies Secured or such part as are outstanding at the rate specified in Item 8 except in the case of default by the Borrower in which event the Borrower must pay interest at the rate specified in Item 7.

4 Break Costs

The Borrower must pay a fee to the Lender if this Agreement ends early due to a default by the Borrower or if the Borrower chooses to repay the Monies Secured before the Repayment Date ("Break Costs"). The amount of the Break Costs will represent the Lender's reasonable estimate of the loss it suffers if the Agreement ends early, and will take account of each of the following:

4.1 The Lender's reasonable administration costs which are incurred because the Agreement ends early; and

4.2 all costs sustained or incurred by the Lender as a consequence of the Agreement ending early (including, without limitation, the amount determined in good faith by the Lender as being any loss (such as loss of

margin), cost or expense incurred by the Lender or for which the Lender may become liable because of the liquidation, repayment, re-investment or re-employment of deposits or other funds acquired or contracted for by the Lender to fund or maintain the Monies Secured).

5 Costs and Expenses

The Borrower will upon the Lender's demand pay to the Lender or as directed by the Lender all costs expenses and other amounts payable, incurred or paid by the Lender in respect of this Agreement or the Borrower's Investments. These costs shall include but not be limited to: legal costs on a full indemnity basis or on a solicitor and own client basis, whichever is the greater; costs resulting from or on account of any default by the Borrower, and any fees, charges or duties such as registration charges and stamp duty.

6 Indemnity

The Borrower indemnifies and will keep the Lender indemnified against any claim which may be made against the Lender arising out of the Lender's advance to the Borrower or the Borrower's Investments, or incurred by the Lender because the Borrower breaches its obligations under this Agreement or the Investments.

7 Borrower's Acknowledgments

- 7.1 The Borrower acknowledges that this Agreement is entered into and the Principal is advanced for business or investment purposes and not for any domestic, household or personal reasons whatsoever.
- 7.2 The Borrower further acknowledges that the Lender has given the Borrower opportunity to obtain independent advice from the Borrower's professional advisers before entering into this Agreement.
- 7.3 The Borrower also acknowledges that it has not entered into the Investments or the Project Documents because of any statement or conduct of any nature made by the Lender or by anyone on behalf of the Lender. In particular, the Borrower acknowledges that no one on behalf of the Lender or the Lender has given any advice or made any representation about the tax consequences of entering into the Investments.
- 7.4 The Borrower acknowledges that the Lender may pay or receive a commission in connection with this Agreement.

8 Grant of Security – Charged Property

The Borrower charges the Charged Property to the Lender as security for the due and punctual payment of the Monies Secured, the payment of any other money payable to the Lender and the performance of all other obligations owned by the Borrower to the Lender.

9 Grant of Security – Mortgaged Property

- 9.1 The Borrower mortgages all Units, in favour of the Lender by way of equitable mortgage to secure the due and punctual payment by the Borrower of the Monies Secured and the performance of all other obligations owed by the Borrower to the Lender.
- 9.2 At the time the Borrower executes this Agreement or at such later date as the Lender may agree to, the Borrower must deposit all Unit certificates in respect of the Land Trust and all Transfers (in form and number satisfactory to the Lender) in respect of the Units, with the name of the transferee, the consideration and the date left blank.
- 9.3 If the Lender ends this Agreement early, under or in connection with clause 15, and at any time afterwards gives notice to the Borrower requiring it to do so, the Borrower must do everything necessary to ensure that the Mortgaged Property is registered in the Lender's name or in accordance with any directions contained in that notice.

10 **Further Assurance**

The Borrower undertakes to the Lender by way of further assurance to do any act or thing required to perfect the charge in clause 8 or the mortgage in clause 9.

11 **No Dealing with Secured Property**

The Borrower must not deal with, or encumber the Secured Property, in whole or in part, in any way without the prior written consent of the Lender.

12 **Continuing Security**

The Security granted under this Agreement, including the charge in clause 8 and the mortgage in clause 9, is a continuing and running security, notwithstanding any settlement of account or any other matter, and will remain in full force and effect until all Monies Secured have been paid to the Lender.

13 **Borrower's Investments**

The Borrower must:

- 13.1 Perform and observe all of its obligations under or in connection to the Project Documents.
- 13.2 Inform the Lender if there is any failure or default by any party to the Project Documents (such as the responsible entity).
- 13.3 Not terminate any rights the Borrower has under the Investments or the Project Documents without obtaining the Lender's consent in writing.
- 13.4 Allow the Lender full access to the Investments.
- 13.5 Not alter or deal with the Project Documents or Investments or the Borrower's interest in them without obtaining the Lender's consent in writing.

14 **Marshalling**

The Lender is under no obligation to marshal in favour of the Borrower any Security whatsoever held by the Lender or any of the funds or assets that the Lender may be entitled to receive or have a claim upon pursuant to this Agreement and the Lender may at its absolute discretion vary, exchange, renew, modify, release, refuse to complete or to enforce or to assign any judgments specialties guarantees or other securities or instruments negotiable or otherwise held by the Lender and whether satisfied by payment or not without affecting or discharging the liability of the Borrower.

15 **Default**

If the Borrower:

- 15.1 being an individual, becomes bankrupt or incapacitated; or
- 15.2 being a company, goes into liquidation or appoints or has appointed a Controller, receiver, administrator, manager or liquidator, or there is a Change in Control of the company, or a resolution is passed or proposed to be passed or a ground arises upon which a court may order the winding up of the Borrower, or any other event occurs which materially affects the ability of the Borrower to perform its obligations under this Agreement ; or
- 15.3 provides the Lender with any materially misleading information or fails to comply with any undertaking or agreement with the Lender; or

15.4 is in default of any of its obligations under this Agreement or the Project Documents and such default continues for a period of 14 days after the Lender gives notice to the Borrower requiring the default to be remedied,

then in addition to any rights available to the Lender at law as a consequence of the default the Lender may at its sole discretion:

- (i) terminate this Agreement and sue the Borrower for the Monies Secured and / or
- (ii) exercise its rights under any Security or guarantee that it holds in relation to the Borrower's obligations and / or
- (iii) sell and / or transfer all of the rights and interests which the Borrower has in the Investments.

15.5 If any guarantor of the obligations of the Borrower defaults in any respect under its or their guarantee in favour of the Lender then the Lender will be entitled to exercise any and all of its rights under clause 15.

15.6 The Borrower appoints any one or more of the directors of the Lender or their nominee, jointly and severally, to be the Borrower's attorney to do everything that the Borrower may lawfully authorize an agent to do in relation to this Agreement, any guarantee or Security, the Investments or any document ancillary to the above, and to give effect to this Clause 15. The attorney appointed under this clause 15 may act notwithstanding any conflict of duty or a direct or personal interest in the means or result.

16 **Specific prohibitions applying if you are a trustee**

Unless otherwise disclosed in writing to the Lender, the Borrower confirms it is not acting as a trustee of a trust. If the Borrower has entered into any Project Document as trustee of a trust, then it:

- (a) confirms it is entitled to be fully indemnified out of the trust and that will not do or permit anything which adversely affects its right of indemnity against the trust assets;
- (b) irrevocably and unconditionally grants the Lender direct access to the trust assets to recover any money it fails to pay under this Agreement;
- (c) will make any person who becomes a trustee of the trust enter into a deed with the Lender under which that person agrees to perform its obligations under this Agreement;
- (d) confirms that the trust is validly created and subsisting and no circumstances exist pursuant to which the trust may be determined and no date for the vesting of the trust fund has been appointed other than that set out in the trust deed;
- (e) confirms that the Project Documents are duly executed and granted pursuant to and in proper exercise of its powers as trustee of the trust and all formalities required by the trust in connection with the Project Documents have been complied with; and
- (f) agrees its liability to the Lender under this Agreement is not in any way limited.

17 **Application of Funds**

The Lender has an absolute discretion (without the need to communicate its election to anyone) to apply at any time any payment received by it in reduction of such part of the Monies Secured as it shall elect.

18 **Authority to Complete**

The Borrower authorises the Lender to date, amend, or insert any details into this Agreement or an ancillary document which have been omitted, are incorrect or cannot be completed prior to that time. In particular, the Borrower authorises the Lender to insert in Item 8 the percentage figure for the Lower Rate, following the advance of the Principal.

19 **Severance**

If any term of this Agreement becomes void, voidable or otherwise unenforceable, it will be severed from the Agreement and the remainder will continue in operation.

20 **Assignment**

- 20.1 The Lender may assign or otherwise dispose of or deal with its rights under this Agreement. The Lender may disclose to a potential assignee or any other person who is considering or entering into contractual relations with the Lender in connection with this Agreement and / or the Security all information about the Borrower, the Investments, any related document and any related party to any Security and the transactions contemplated by them.
- 20.2 The Borrower must not, without the Lender's prior written consent, assign or charge or otherwise dispose of or attempt to deal with its rights under this Agreement.

21 **Waiver**

Waiver of any right or entitlement of the parties to this Agreement will not:-

- 21.1 be effective unless it is in writing and signed;
- 21.2 be a waiver of any continuing breach; and the Lender's rights and entitlement will not be prejudiced by any time or indulgence granted to the Borrower.

22 **Insurances**

The Borrower must ensure that all its insurable interests in relation to the Investments are fully insured, take out any additional insurance that the Lender reasonably requires and must comply with all obligations in relation to those insurances. If requested by the Lender, the Borrower must ensure the Lender's interest as chargee of the Investments must be noted on the insurance policies. Copies of policies of such insurances must be provided to the Lender by the Borrower on demand.

23 **GST**

If any payment under this Agreement is subject to GST, and is not expressed to be GST inclusive, the amount payable is to be increased by the amount of the GST. Terms used in this clause have the meanings given to them in the GST Act.

24 **Notices**

In addition to any other method of service, notices may be given to the Lender and the Borrower by prepaid post to their respective address set out in this Agreement and will be deemed to have been so given (unless hand delivered) two (2) business days after posting or, if sent by fax, the next following business day after transmission.

25 **Applicable Law and Time**

This Agreement is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales. Time is of the essence with respect to all obligations imposed by this Agreement.

26 **Facsimile Signing**

This Agreement may be entered into by and becomes binding on the parties named on one signing the Agreement that has been signed by the other party (or a photocopy or facsimile copy of the same) and transmitting a facsimile copy thereof to the other party or to the other party's solicitor.

In the construction of this Agreement and except to the extent that such construction may be excluded by or shall be repugnant to the context:-

"BBSY" means the rate percent per annum determined by the Lender equal to the average 'bid rate' (rounded up to 4 decimal places) quoted on the page entitled 'BBSY' of the Reuters Monitor System at or about 10.30 on any date for determination of interest rates under this agreement for bank accepted Bills having a tenor of 90 days

"Borrower" includes each one and all of them and its or their respective successors, executors, administrators and assignees jointly and severally.

"Certificate" means a certificate or other document of title to or otherwise evidencing title to a Unit.

"Charged Property" includes all the Borrower's present and future right, title and interest in and to, and all entitlements, benefits and rights arising in favour of the Borrower under or in connection with the Project or the Investments including, without limitation, those under or in connection with the Project Documents, the Grower's Timberlot, Forestry Right Interests, Net Harvest Proceeds, the Management Agreement and any property owned by the Borrower in relation to the Investments, any money due, owing or payable to the Borrower and any insurance interests in relation to the Investments.

"Forestry Right Interest" has the meaning given to that term in the IM.

"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Change in Control" has the meaning given to that term in the Corporations Act 2001 (Cth).

"Controller" has the meaning given to that term in the Corporations Act 2001 (Cth).

"Grower's Timberlot " has the meaning given to that term in the IM.

"IM" means the information memorandum issued by the Issue Manager in respect of the Project as it may be amended, supplemented or varied from time to time.

"Issue Manager" means Stanford Finance Australia Limited ACN 102 445 812

"Land Trust " has the meaning given to that term in the IM.

"Lender" includes each one and all of them and its successors, executors, administrators and assignees jointly and severally.

"Management Agreement" has the meaning given to that term in the IM.

"Margin" is the percentage specified in Item 8A.

"Monies Secured" means:-

- (a) the Principal and any interest payable on the Principal and any other money due to or recoverable by the Lender under this Agreement including interest which has been capitalised; and
- (b) all costs, expenses or losses incurred or sustained by the Lender in relation to any failure by the Borrower to comply with the terms of this Agreement or the Project Documents.

"Mortgaged Property" means all of the Borrower's present and future interest in or to Units.

"Net Harvest Proceeds" has the meaning given to that term in the IM.

"Project" means the AgriWealth 31 March 2007 Radiata Pine Plantation Investment and AgriWealth 31 March 2007 Radiata Pine Land Trust.

"Project Documents" means all documentation entered into by the Borrower in relation to the Project, and any other documents disclosed in the disclosure document for the Investments as documents to be entered by the Borrower, including but not limited to the IM, the Management Agreement, the Land Trust, the Trust Deed and the Timberlot Agreement

"Secured Property" means the Charged Property and the Mortgaged Property.

"Security" means the security constituted by the charge in clause 8 and mortgage in clause 9 of this Agreement and any other instrument granting security to the Lender for repayment of the Monies Secured or for any other purpose.

"Timberlot Agreement" has the meaning given to that term in the IM.

"Transfer" means, in respect of a Unit, an executed document of transfer sufficient to transfer all the legal and beneficial ownership of that Unit to the Lender or their nominee.

"Trust Deed " has the meaning given to that term in the IM.

"Units" has the meaning given to that term in the IM.

The singular number means and includes the plural number and vice versa and reference to one gender shall include a reference to all other genders.

References to persons shall include firms, corporations and any other entity recognised by law.

GUARANTEE AND INDEMNITY PAGE

Before execution, each Guarantor is strongly recommended to obtain independent legal advice as to the full effect of this Agreement in the context of which this guarantee is required. You should also obtain such other advice as is necessary to understand the financial position of the Borrower and its ability to meet its present and future commitments to us.

28 Important Note for Guarantors

Clause 28 is a Guarantee and Indemnity. If the Borrower does not pay when due money presently or in the future which the Borrower owes us under this Agreement, you as Guarantor, must pay that money yourself and indemnify the Lender against any loss suffered by not recovering from the Borrower.

28.1 Guarantee

If a person is named in Item 3 as a guarantor of the obligations of the Borrower, then as a Guarantor they agree to continually guarantee to the Lender that the Borrower will perform all of the Borrower's obligations under this Agreement. The Guarantor must pay the Lender all money owed (whether now or in the future) which arises under this Agreement which the Borrower fails to pay when it becomes due.

28.2 Indemnity

The Guarantor agrees to continually indemnify the Lender for any loss which it suffers or any expenses which it incurs as a direct or indirect result of any of the following:

- (a) Breach of a term of this Agreement by the Borrower.
- (b) Failure by the Borrower to pay to the Lender any of the Monies Secured in accordance with the terms of this Agreement.
- (c) This Agreement being unenforceable, voidable or void against the Borrower.

28.3 Liability under the guarantee and the indemnity

The Guarantor is responsible for the payment of all of the Monies Secured, including costs and expenses which the Lender reasonably incurs as a result of having to enforce this Agreement or guarantee.

28.4 Increase in your liability

If this Agreement is amended and as a result of the amendment the Borrower owes additional amounts to the Lender or has greater liabilities to the Lender, then this guarantee will extend to that increased liability only if the Lender gives the Guarantor a written notice setting out the particular details of how the Agreement has changed, and the Guarantor has consented in writing to the Monies Secured increasing as a result of the change in the arrangements with the Borrower.

28.5 Enforcement

If the Borrower is in breach of this Agreement, then the Lender can give the Guarantor a notice in writing specifying the amount of the Secured Monies and requiring the Guarantor to pay the amount specified in the notice. If the Guarantor does not pay the amount specified in the notice within 10 days of receipt of the notice, then the Lender can take action against the Guarantor in the courts or some other appropriate forum to obtain a court order or judgment that the Guarantor owes the Lender money under this guarantee.

28.6 Continuing obligations

The Guarantor's obligations under this guarantee to the Lender continue, whether or not any of the following happens:

- (a) The Lender delays in exercising any of its rights in respect of the Borrower or any other Guarantor.
- (b) The Lender gives the Guarantor or anyone else extra time to do anything under this guarantee or this Agreement.
- (c) The Borrower or a Guarantor dies or becomes insolvent.
- (d) The Lender takes a security for the obligations of the Borrower or a Guarantor, or releases or discharges that security or guarantee.

DECLARATION

I/We have read and understood the Application, including the “Terms and Conditions for Principal and Interest Loans”. I/We have considered the costs and risks involved in participating in an agricultural based activity and am/are prepared to accept the risks involved and hereby accept liability for this loan should this application for finance be accepted.

Execution page

Signed by Individual Borrower(s)

Signed sealed and delivered by the Borrower(s) identified in Item 2

Borrower(s) (sign and print name)

Witness (sign and print name)

Borrower(s) (sign and print name)

Witness (sign and print name)

Signed by Corporate Borrower

Executed for and on behalf of the company identified in Item 2 in accordance with s127 of the Corporations Act 2001 (Cth) acting by the following person(s)

Director (signature)

Director/Secretary/Sole Director and Sole Secretary* (signature) *(*delete whichever is inapplicable)*

Name (print)

Name (print)

Signed by Individual Guarantor(s)

Signed sealed and delivered by the Guarantor(s) identified in Item 3

Guarantor(s) (sign and print name)

Witness (sign and print name)

Signed by Corporate Guarantor

Executed for and on behalf of the company identified in Item 3 in accordance with s127 of the Corporations Act 2001 (Cth) acting by the following person(s)

Director (signature)

Director/Secretary/Sole Director and Sole Secretary* (signature) *(*delete whichever is inapplicable)*

Name (print)

Name (print)

Signed by Lender

Executed for and on behalf of the company identified in item 4

Lender(s) (print name)

Lender(s) (sign name)





DIRECT DEBIT REQUEST

By signing this document I/We authorise United Pacific Finance Pty. Ltd. ACN 053 703 389, debit User Number 137240, the Debit User, to debit my/our account, detailed in the Schedule below, with any amount, through the Direct Debit System, I/We must pay you when due under the arrangement between us.

This authority is to remain in force until further notice.

The Schedule

Financial Institution Name: _____

Financial Institution Address: _____

Account Title: _____

B/S/B Number: _____

Account Number: _____

Payment Details:
(Project Loan) _____

Signed: _____

Date: _____

DIRECT DEBIT REQUEST SERVICE AGREEMENT

(To be retained by the direct debit signatory)

Debit User's name and address: United Pacific Finance Pty Ltd Suite 701, 90 Mount Street NORTH SYDNEY NSW 2060 ("we" or "us")

User ID: 137240

You have entered or are about to enter into an arrangement under which you make payments to us. You want to make those payments by use of the Direct Debit System.

This agreement sets out the terms on which we accept and act under a Direct Debit Request ("your Direct Debit Request") you give us to debit amounts from your account under the Direct Debit System. It is additional to the arrangement under which you make payments to us.

Please ensure you keep a copy of this agreement as it sets out certain rights you have against us and certain obligations you have to us due to giving us your Direct Debit Request.

When we are bound by this agreement:

1. We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

What we agree and what we can do:

2. We only draw money out of your account in accordance with the terms of your Direct Debit Request.
3. On giving you at least fourteen (14) days notice we may:
 - change our procedures in this agreement;
 - change the terms of your Direct Debit Request;
 - cancel your Direct Debit Request
4. You may ask us to:
 - alter the terms of your Direct Debit Request;
 - defer a payment to be made under your Direct Debit Request;
 - stop a drawing under your Direct Debit Request; or
 - cancel your Direct Debit Request by sending us a fax to (02) 9925-0386, email to **united@upf.com.au** attention "account manager" stating your reason(s) for such a request.
5. You may dispute any amount we draw under your Direct Debit Request by sending us a fax to (02) 9925-0386, email to **united@upf.com.au** attention "account manager" stating your reason(s) as to why you are disputing the amount drawn.
6. We deal with any dispute under clause 5 of this agreement as follows:
We will compare the amount drawn against payment due under the arrangement made between us, and if the amount drawn is the same as that due will advise you in writing. If this does not satisfy you, we will take any further steps necessary to resolve the dispute including enquiries of our sponsor and your financial institution, and provision of copies of account statements and payments due under the arrangement between us.
7. If the day on which you must make a payment to us is not a business day, we will draw on your account under your Direct Debit Request on the nearest business day to the day upon which the payment is due.
8. If your financial institution rejects any of our attempts to draw an amount in accordance with your Direct Debit Request, we may keep seeking that payment and/or contact you regarding such rejection. You should be aware that under the arrangement between us, any bank fees debited to our account will be refundable to us by you.
9. We will not disclose to any person any information you give us on your Direct Debit Request which is not generally available, unless:
 - you dispute any amount we draw under your Direct Debit Request and we need to disclose any information relating to your Direct Debit Request or to any amount we draw under it to the financial institution at which your account is held or the financial institution which sponsors our use of the Direct Debit Request or both of them;
 - you consent to that disclosure; or
 - we are required to disclose that information by law.

What you should consider:

10. Not all accounts held with a financial institution are available to be drawn on under the Direct Debit System.
11. Before you complete your Direct Debit Request, it is best to check account details against a recent statement from your financial institution to ensure the details on your Direct Debit Request are completed correctly.
12. Please inquire of your financial institution, if you are uncertain when your financial institution processes an amount that we draw under your Direct Debit Request on a day which is not a business day.
13. It is your responsibility to ensure that there are sufficient clear funds available in your account, by the due date on which we draw any amount under your Direct Debit Request, to enable us to obtain payment in accordance with your Direct Debit Request.
14. We request you to direct:
 - all requests to stop or cancel your Direct Debit Request to us initially; and
 - all inquiries relating to any dispute under clause 3 of this agreement to us initially.

Privacy Act 1988 (Commonwealth) – Consent and Acknowledgment

TO: UNITED PACIFIC FINANCE PTY LTD ("Financier")

I/We _____

Of _____

Authorisation for the Financier to obtain certain credit information

I/We agree that the Financier may obtain:

- a credit report from a credit reporting agency containing personal information about me/us in relation to personal credit provided by the Financier;
- a credit report from a credit reporting agency containing personal credit information about me/us in relation to commercial credit provided by the Financier in accordance with Section 18K(l)(b) of the Privacy Act;
- a report containing information about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person in relation to personal credit provided by the Financier in accordance with Section 18L(4) of the Privacy Act; and
- a report from a credit reporting agency containing any other information in relation to my/our commercial credit activities, for the purposes of assessing my/our application for commercial or personal credit and to collect overdue payments.

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

I/We understand that the Financier may give information about me/us to a credit reporting agency, for the following purposes:

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

I/We understand that the information which may be given to an agency is covered by Section 18E(1) of the Act and includes, without limitation:

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

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

Authority to exchange information with other credit providers

In accordance with Section 18N(l)(b) of the Privacy Act, I/we authorise the Financier or its nominee to give to and obtain from credit providers named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

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

- to assess an application by me/us for credit;
- to assist me/us avoid defaulting on my/our credit obligations;
- to notify other credit providers of a default by me/us; and
- to assess my/our credit worthiness.

Access and correction of information

I/we understand that we can gain access to, and request correction of any credit information or personal information relating to I/us which is held by the Financier that is inaccurate, incomplete or out of date. Please contact Scott Campbell on 9955 7878 or at campbell@upf.com.au if you wish to obtain access to such information or request correction of information.

Consequences of failure to disclose personal information

I/We understand that I/we may choose not to provide personal information, sought by this application, which identifies me/us. Depending on the type of that personal information, if it is not provided, then my/our application may not be approved or the provision of the services sought may be delayed.

Collection and management of personal information

I/We understand that the Financier may disclose the personal information to third parties it engages, to assist in the provision of its services to me/us including but not limited to funders, financial intermediaries, insurers, valuers, lawyers, potential and actual purchasers of the loan or financier's business, debt collectors and agents, related entities of Financier, contractors (eg mailing house), possibly direct marketers.

Disclosure to guarantor

In the event that the Applicant is a company, a guarantee is required from the Directors and the following acknowledgment should be signed. The application for credit will be supported by a guarantee by the Guarantor. I/We the Guarantor/s acknowledge that I/We have been informed by the Applicant/s to my/our satisfaction the relevant details of the loan application. I/We have read and understood the terms and conditions of the loan application to be guaranteed and in accordance with Section 18K(1)(c) of the Privacy Act. I/We authorize the Financier to obtain from a credit reporting agency a credit report containing personal credit information about me/us, to assess whether to accept me/us as guarantor for credit or commercial credit applied for or provided to the above-named borrower/s.

Complaint or concern about the privacy protection of personal information

If you would like further information on our privacy policy or if you have any concerns over the privacy protection of the information you have given to us or that we have collected from others, please contact Scott Campbell on 9955 7878 or at campbell@upf.com.au. If you are not happy with our response, you can contact the Office of the Federal Privacy Commissioner at privacy@privacy.gov.au or telephone 1300 363 992.

Signed by **Individual Borrower** in the presence of:

..... Signature of witness	..... Signature of Borrower
..... Name of witness (print)	..... Name of Borrower (print)

Signed by **Individual Borrower** in the presence of:

..... Signature of witness	..... Signature of Borrower
..... Name of witness (print)	..... Name of Borrower (print)

Executed by **Company Borrower**
in accordance with its constitution

..... Signature of director	..... Signature director/secretary
..... Name of director (print)	..... Name of director/secretary (print)

In the event that the Applicant is a company, a guarantee is required from the Directors and the following acknowledgment should be signed.

The application for credit will be supported by a guarantee by the Guarantor. I/We the Guarantor/s acknowledge that I/We have been informed by the Applicant/s to my/our satisfaction the relevant details of the loan application. I/We have read and understood the terms and conditions of the loan application to be guaranteed and in accordance with Section 18K(1)(c) of the Privacy Act. I/We authorise the Financier to obtain from a credit reporting agency a credit report containing personal credit information about me/us, to assess whether to accept me/us as guarantor for credit or commercial credit applied for or provided to the above-named borrower/s.

Signed by **Individual Guarantor** in the presence of:

..... Signature of witness	..... Signature of Guarantor
..... Name of witness (print)	..... Name of Guarantor (print)

Signed by **Individual Guarantor** in the presence of:

..... Signature of witness	..... Signature of Guarantor
..... Name of witness (print)	..... Name of Guarantor (print)