

Application No.

# Application Form

AgriWealth 2022 Softwood Timber Projects

# How to Apply

**I. How to Apply and Checklist**

1. Read the Information Memorandum carefully.
2. Complete the following sections of the Application Form

Section	Particulars	Page
3 & 4	Name and address of Applicant	2
	Advise if correspondence is to be forwarded by email	2
	Advise Tax File Number of Grower and Unit Holder, if not the same	2
5	Record the number of Timberlots, Sinking Fund Units and Land Trust Units (items 1, 2 & 3) applied for.	3
	Calculate the Total Application Price for items 1, 2 & 3 at 4	3
6	Identify your Wholesale Investor category	3
	Attach accountant's certificate if one is required	3
7	Indicate whether or not you wish to apply for an ACL Loan	4
	If an ACL Loan is not required, make cheque payable to 'AgriWealth Capital Ltd & AgriCapital Pty Ltd' for the Total Application Price which is the amount at item 5 in section 5 on page 3	4
	If an ACL Loan is required, calculate the amount of your contribution and the loan amount which together will equal the Total Application Price	4
	Complete the statement of your financial position and provide proof of your income with payslip or similar document	4
8 & 9	Read carefully sections 8 and 9 which set out the terms of the Power of Attorney and Important Information	5
10	This section is for individuals who must sign under each of Plantation Investments, Sinking Fund Units and Land Trust Units	8
	Ensure that your signature is attested by a witness who must also record their name and signature	8
11	This section is for Companies and Trusts	9
12	Your accountant must complete this certificate unless you are a Wholesale Investor satisfying category 1 at item 6 on page 3	10
13	AML/CTF identification and verification documentation. Your Application cannot be accepted without proof of your identity. A passport or driver's licence are the most common forms of identification	11

**2. Send Your Documents to**

The Managers

By mail:  
 PO Box 718  
 Neutral Bay NSW 2089

By hand or courier:  
 Suite 4  
 7 Parraween Street  
 Cremorne NSW 2090

Application No. \_\_\_\_\_

3. Plantation Investments and Sinking Fund Units Applicant (Grower)

Applicant Mr/Dr/Mrs/Ms \_\_\_\_\_

Joint Applicant Mr/Dr/Mrs/Ms \_\_\_\_\_

Company Name & ABN \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

E-mail \_\_\_\_\_

Telephone (02 ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_

Tax File Number \_\_\_\_\_

Applicants who require the Managers to assist them with registering for GST should ensure that they have provided details of their Tax File Number

4. Land Trust Units Applicant (Unit Holder)

Same as Plantation Investment, Sinking Fund interest, If no, complete below

Applicant Mr/Dr/Mrs/Ms \_\_\_\_\_

Joint Applicant Mr/Dr/Mrs/Ms \_\_\_\_\_

Company Name & ABN \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

E-mail \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_

**Note:**  
All correspondence will be forwarded to the address shown above unless Applicants prefer to receive correspondence by email.  
 Please forward correspondence by way of email

\_\_\_\_\_  
Signature of Applicant

Tax File Number \_\_\_\_\_

The Land Trustees of the Land Trust are responsible for preparing and lodging an annual Trust Taxation Return and are required to disclose the Tax File Number of all Unit Holders of the Land Trust

5. Application Price

Plantation Investments

Number of Timberlots applied for \_\_\_\_\_

Cost of Timberlot:s

\$34,540 Establishment Services Fee (inclusive of GST) \$ \_\_\_\_\_ 1

Sinking Fund Units

Number of Sinking Fund Units applied for \_\_\_\_\_

Cost of Sinking Fund Units

\$443 for grant of each Unit (exclusive of GST) \$ \_\_\_\_\_ 2

Land Trust Units

Number of Land Trust Units applied for \_\_\_\_\_

Cost of Land Trust Units

\$17 subscription price for each unit (exclusive of GST) \$ \_\_\_\_\_ 3

Total Application Price

Sum of items 1, 2 & 3 above \$ \_\_\_\_\_ 4

Note:

The Application Price must be paid to the Managers on or before 30 June 2021

6. Investor Category

Wholesale Investor Category (tick one category)

Category

- 1  Minimum investment of \$500,000 (excluding amounts financed by ACL)
- 2  Gross income of at least \$250,000 in each of the last 2 financial years (attach accountants certificate)
- 3  Net assets of \$2.5 million (attach accountants certificate)
- 4  Professional Investor (describe category): \_\_\_\_\_

7. Funding Options

**ACL Loan**

I do not require an ACL Loan

*Please make cheque payable to 'AgriWealth Capital Ltd & AgriCapital Pty Ltd' for the Total Application Price as noted at item 5 of section 5 on page 3. Then go to section 10 on page 8.*

I wish to apply for an ACL Loan

**Total Application Price** \$ \_\_\_\_\_  
 Your cash contribution \$ \_\_\_\_\_  
 Loan application \$ \_\_\_\_\_  
**Total of Cash + Loan Application** \$ \_\_\_\_\_

*Please note that all Applicants seeking finance are required to submit their application proof of income (payslip or similar document) and a legible photocopy of their Australian driver's licence.*

**Applicant Financial Position**

*Assets:*

Cash \$ \_\_\_\_\_  
 Property \$ \_\_\_\_\_  
 Other Investments \$ \_\_\_\_\_  
 Other Assets \$ \_\_\_\_\_  
 Total Assets \$ \_\_\_\_\_

*Liabilities:*

Mortgages \$ \_\_\_\_\_  
 Other Loans \$ \_\_\_\_\_  
 Credit Card Limits \$ \_\_\_\_\_  
 Other Liabilities \$ \_\_\_\_\_  
 Total Liabilities \$ \_\_\_\_\_

*Annual Income*

Gross Salary \$ \_\_\_\_\_  
 Other Income \$ \_\_\_\_\_  
 Total Income \$ \_\_\_\_\_

*Annual Expenditure*

Mortgage \$ \_\_\_\_\_  
 Other Expenses \$ \_\_\_\_\_  
 Total Expenditure \$ \_\_\_\_\_

Current Employer: \_\_\_\_\_

Occupation: \_\_\_\_\_

Period of Employment  Greater than 2 years  Less than 2 years

Previous Employer (if less than two years): \_\_\_\_\_

8. Power of Attorney	<p>I/We the Grower/Unit Holder named in this Application Form by signing this Application Form irrevocably, unconditionally and for valuable consideration appoint AgriWealth Capital Limited and AgriCapital Pty Limited ('Managers') and each of their officers and senior managers (Attorney) to be my/our attorney, each of whom may act separately (with power to appoint and from time to time remove a substitute or substitutes) in accordance with the terms of the IM dated 7 October 2021 to enter into my/our Timberlot Agreements, Forestry Management Agreement, Sinking Fund Deed, Land Trust Unit subscription, Definitions and Interpretations Deed and ACL Loan Deed (being a 1 Year Interest Free Loan) (Documents) and to sign any necessary documents or instruments in respect of the Documents. Without limiting the generality of the foregoing, the Attorney is empowered to charge and/or mortgage my/our interest in the Documents under the ACL Loan Deed (if applicable to the Grower/Unit Holder). The terms in this document have the same meanings as given to them in the IM. I/We further agree for my/our successors and assigns that a person is not entitled to become a Grower/Unit Holder and holder of my Timberlot interests, Sinking Fund Units or Land Trust Units (or any of them) unless the person executes a document in this form if required by the Attorney and that this is a condition in respect of any such transfer. I/We the Grower/Unit Holder irrevocably, unconditionally and for valuable consideration direct and authorise the Attorney to complete and make fully effective the Documents and any instrument or document relating in any way to them. This may be done by dating the Documents or such instrument or document with the date the Attorney considers appropriate, correcting any typographical, grammatical or other manifest errors in the Documents or such instrument or document and inserting any outstanding information in the Documents or in such instrument or document. This includes without limitation agreeing the identity of and incorporating any plan of the Plantation Land or the land comprising the Timberlot interest in the Documents. Additionally, the Attorney is authorised to amend the Documents in any manner where the amendment does not adversely affect the interests of a Grower/Unit Holder including cancellation of the Documents when replaced by substituted Documents and cancellation of the Documents for the purpose of giving effect to any sale or termination of the Documents. The Attorney is also authorised to remove registration of a Timberlot Agreement on Plantation Land. The Grower/Unit Holder undertakes to the Attorney to comply with any requisition in relation to the stamping and registration of the Documents within 7 days of being notified of the requisition.</p>
9. Important Information	<p>I/We hereby apply for the Plantation Investments, Sinking Fund Units and Land Trust Units as specified above (or such lesser number as I/We am/are allocated). I/We hereby acknowledge and agree as follows:</p> <ul style="list-style-type: none"> <li>• I/We have read the IM to an extent that I/We consider necessary.</li> <li>• I/We acknowledge that the Managers have the right to accept or reject our application.</li> <li>• I/We agree to be bound by the Forestry Management Agreement, Timberlot Agreement, ACL Loan Deed, Sinking Fund Deed, Definitions and Interpretation Deed, Roding, Harvest Haulage and Pruning Trust Deed and Land Trust Constitution.</li> <li>• That the Managers have unrestricted rights to acquire Plantation Land anywhere in Australia which complies with the Land Selection Protocols and to contract out silviculture activities with the Forestry Contractors in their sole discretion.</li> <li>• That by signing and returning this form I/We am/are doing so as a deed, irrevocably and in accordance with its terms.</li> <li>• I/We declare that the information provided in this Application Form is true, complete and correct and is not misleading in any material respect.</li> <li>• I/We declare that I/We have the power, capacity and authority to execute, deliver and perform all of My/Our obligations under this Application Form. I/We declare that the execution of this Application Form does not and will not result in a breach of, or constitute a default under, any agreement or Deed to which I/We am/are a party or any law or regulation by which I/We am/are bound and, where this Application Form is executed for or on behalf of a company, any constituent document of Me/Us.</li> <li>• That this application includes the appointment of the Attorney as the Grower's/Unit Holder's limited power of attorney on the terms set out in item 8 above.</li> <li>• That this application must be accompanied by an Accountant's Certificate (attached), if required.</li> <li>• I/We have not received any inducement from the Managers or their associates, to enter into the Project.</li> <li>• I/We will not lodge any complaint with the Australian Financial Complaints Authority (AFCA) against the Managers either jointly or severally.</li> </ul>

9. Important Information  
(continued).

- I/We declare that any finance to be provided to me/us by the Managers 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.
- No cooling-off regime applies to any investment in the Project (including acquisition of a Timberlot interest, Sinking Fund Unit or Land Trust Unit).
- I/We have provided all documentation requested for AML/CTF verification purposes.

**Privacy Act – Consent and Acknowledgment** (for Applicant/s applying for an ACL Loan)

I/We authorise the Managers to obtain certain credit information. To enable the Managers to assess my/our application for commercial or personal credit, I/we authorise them:

- To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to personal credit provided by the Managers
- To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by the Managers. This is in accordance with the Privacy Act 1988.
- To obtain a report containing information about my/our commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of a person in relation to personal credit provided by the Managers. This is in accordance with the Privacy Act 1988.
- To obtain a report from a credit reporting agency any other information in relation to my/our commercial credit activities.

I/We understand that the Privacy Act 1988 allows the Managers or their nominees to give a credit reporting agency certain personal information about me/us which I/We authorise the Managers or their nominees to do. The information which may be given to the agency is covered by Section 18 E(1) of the Privacy Act 1988 and includes:

- The fact that I/We have applied for credit and the amount.
- The fact that the Managers are credit providers to me/us.
- Payments which become overdue more than 60 days.
- Cheque(s) drawn by me/us which have become dishonoured.
- Advice that payments are no longer overdue.
- In specified circumstances, that in the opinion of the Managers I/We have committed a serious credit infringement.
- That the credit provided to me/us by the Managers has been discharged.

In accordance with the Privacy Act 1988, I/We authorise the Managers or their nominees to give to and obtain from credit providers named in the credit application and that may be named in the credit report issued by a credit reporting agency, information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

9. Important Information (continued).

**Privacy Act 1988 – Disclosure Statement and Consent** (for Applicant/s applying for an ACL Loan)

The Managers are committed to protecting the privacy of the personal information that you provide to us and we only collect personal information from you which is necessary for us to provide assistance to you.

We need to collect the personal information requested in this form to provide us with sufficient information to enable us to assess and process your application for funding. If you do not provide us with this information, we may not be able to assess and process your application. To assist us to assess and process your application we may disclose your personal information that we collect on this form to our relevant staff involved and to our agents, financial advisors and contractors engaged by us.

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

If this application is signed under attorney, the attorney states that he/she has no revocation of the Power of Attorney under the authority of which the application is signed.

**Personal Information of Applicant**

The Managers will collect your personal information to assist them in processing your application for an ACL Loan to acquire Timberlots/Sinking Fund Units/Land Trust Units and to keep you updated during the life of the relevant Project as to the progress of your Timberlots/Sinking Fund Units/Land Trust Units. Your personal information will be dealt with in accordance with the National Privacy Principles in the Federal Privacy Act and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (“AML/CTF Act”) as those Acts apply to the Managers and any related entity of the Managers.

We maintain a register of Growers/Sinking Fund Units and Land Trust Unit Holders which is available for inspection by any Grower or Land Trust Unit Holder. We may also be required to disclose your details to Australian Securities Investment Commission (“ASIC”), the Australian Taxation Office (“ATO”) and other regulatory bodies.

We may also disclose your personal information to financiers and other entities associated with the general business activities of the Managers and associated companies, rating and credit agencies, your financial advisor and government agencies.

We may use your personal information for marketing purposes and fulfilling our obligations under the AML/CTF Act.

Your authorised advisor will be able to view your personal information held by the Managers. The Managers will not maintain a record of when and what information your advisor has viewed. If you wish to cancel the authority for some other person to view your personal information you must provide notice in writing to the Managers.

By signing this form, you agree to us using and disclosing your information as set out above.

**Anti money laundering and counter-terrorism financing**

Federal legislation has been enacted to enable the detection and prevention of money laundering and terrorism financing.

The Managers are both “reporting entities” under the AML/CTF Act. We must satisfy investor identification and verification requirements. Prior to issuing interests in the Project we must be “reasonably satisfied” that an investor exists and that the investor is who they claim to be.

If you are investing through an advisor, the advisor will collect the verification materials. If you invest directly with the Managers you need to provide us with the identification materials required under the AML/CTF Act as set out section 13 of the Application Form.



Application No. \_\_\_\_\_

10. Signatures of Applicant(s) (Individuals)

### Plantation Investments

Applicant Name/s \_\_\_\_\_ Date \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Full Name of Witness (Please print)

\_\_\_\_\_  
Address of Witness

**For Joint Applicants:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
Date

### Sinking Fund Units

Applicant Name/s \_\_\_\_\_ Date \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Full Name of Witness (Please print)

\_\_\_\_\_  
Address of Witness

**For Joint Applicants:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Name of Witness (Please print)

\_\_\_\_\_  
Address of Witness

### Land Trust Units

Applicant Name/s \_\_\_\_\_ Date \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Full Name of Witness (Please print)

\_\_\_\_\_  
Address of Witness

**For Joint Applicants:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Second Applicant

\_\_\_\_\_  
Full Name of Witness (Please print)

\_\_\_\_\_  
Address of Witness

11. Execution for Companies and Trusts

### Plantation Investments

Duly executed as a deed by

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director  
Date:

\_\_\_\_\_  
Name of Director/Secretary

### Sinking Fund Units

Duly executed as a deed by

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director  
Date:

\_\_\_\_\_  
Name of Director/Secretary

### Land Trust Units

Duly executed as a deed by

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Secretary

\_\_\_\_\_  
Name of Director  
Date:

\_\_\_\_\_  
Name of Director/Secretary

**Note:**

- Applications can be made by one or more individuals or a company
- Joint applicants will be deemed to hold their Timberlots, Land Trust Units and Sinking Fund interests as tenants in common in equal shares

12. Accountant's Certificate

**Issued under Section 761G(7)(c) and Regulation 7.1.28 of the Corporations Act 2001**

I certify that I am a qualified accountant within the meaning of Section 88 B of the Corporations Act 2001.

I certify that \_\_\_\_\_ (Grower) has:

- Net assets of at least \$2.5 million; and/or
- A gross income for each of the last two financial years of at least \$250,000 a year.

I certify that \_\_\_\_\_ (Unit Holder) has:

- Net assets of at least \$2.5 million; and/or
- A gross income for each of the last two financial years of at least \$250,000 a year.

\_\_\_\_\_  
 Name of Qualified Accountant (*Please print*)                      Date

**Signature of Qualified Accountant**

Information for accountants

Meaning of "qualified accountant"

A qualified accountant within the meaning of Section 88 B of the Corporations Act 2001 means a member of one of the following bodies:

- CPA Australia where the member is entitled to use the post-nominals "CPA" or "FCPA", and is subject to and complies with the CPA Australia's professional development requirements
- Chartered Accountants Australia and New Zealand where the member is entitled to use the post-nominals "CA", "ACA" or "FCA", and is subject to and complies with the ICAA's continuing professional educational requirements
- Institute of Public Accountants (IPA) where the member is entitled to use the post-nominals "AIPA", "MIPA" or "FIPA" and is subject to and complies with the IPA's continuing professional education requirements

Meaning of "net assets" and "gross income"

Neither net assets nor gross income is defined by the Corporations Act 2001. These terms should be given their natural meaning.

Meaning of "financial year"

Financial year is defined by Section 323 D of the Corporations Act 2001. However, there is no fixed period specified and generally it will be appropriate to use whatever is the financial year of the Grower. In the case of an individual it is appropriate to use the year ending 30 June.

13. AML/CTF Identification and verification documentation	You must provide us with the following materials under Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
Individuals	<p>Provide an original or certified copy of:</p> <ul style="list-style-type: none"> <li>• An Australian driver’s licence that contains a photograph of the licence/permit holder; or</li> <li>• An Australian passport; or</li> <li>• A foreign passport or similar travel document containing a photograph and the signature of the person.</li> </ul>
Company	<p>Provide:</p> <ul style="list-style-type: none"> <li>• A company search of the ASIC databases showing the: <ul style="list-style-type: none"> <li>– Full name of the company;</li> <li>– ACN;</li> <li>– Registered office address of the company;</li> <li>– Principal place of business of the company;</li> <li>– Names of each director of the company (only for a proprietary company);</li> <li>– Names and addresses of shareholders of the company (for a non licensed proprietary company).</li> </ul> </li> </ul>
Trust or superannuation fund	<p>Provide:</p> <ul style="list-style-type: none"> <li>• Original trust deed or a certified copy or certified extract of the trust deed confirming the full name of the trust, the type of trust (e.g. discretionary trust) and the country in which the trust was established;</li> <li>• Name of each beneficiary or class of beneficiary;</li> <li>• Full business name of the trustee;</li> <li>• If the trustee is an individual, provide the documentation required for individuals;</li> <li>• If the trustee is a company, provide the documentation required for a company.</li> </ul>
Partnership	<p>Provide:</p> <ul style="list-style-type: none"> <li>• Original partnership agreement or a certified copy or certified extract of the partnership agreement; or</li> <li>• Certified copy or certified extract of minutes of a partnership meeting; and</li> <li>• Full name and residential address of each partner in the partnership; and</li> <li>• Documentation evidencing the full business name of the partnership;</li> <li>• If the partner is an individual, provide the documentation required for individuals;</li> <li>• If the partner is a company, provide the documentation required for a company.</li> </ul>

Application No.

**14. Private Ruling Undertakings**

**Private Ruling Undertakings**

I/We \_\_\_\_\_ in consideration of the Commissioner of Taxation ('Commissioner') issuing the Private Ruling with respect to the Project agree to be bound by the Terms of Use.

I/We further agree that if I/We or any current or future associate of mine or any person or entity at any time connected with or providing services to the Project fails to comply with the Terms of Use then the Commissioner may withdraw the Private Ruling without notice at any time. I/We accept these undertakings do not operate to bestow any rights upon me/Us or my/our associates, nor exclude the operation of any powers granted to the Commissioner.

Signature of Taxpayer	Signature of Taxpayer
Name of Taxpayer	Name of Taxpayer
Tax File Number of Taxpayer	Tax File Number of Taxpayer
Dated:	Dated:

**Definitions:**

"Private Ruling" means a private ruling to be issued by the Commissioner to Me/Us in relation to the Project the content of which is identical to the private ruling authorisation number 1051896773379 issued to Wayne Curtis Jones in relation to the AgriWealth 2022 Softwood Timber Project No. 1 (the 'Private Ruling Template')

"Project" means the AgriWealth 2022 Softwood Timber Project No.

"Rulee" means Wayne Curtis Jones

"Terms of Use" means:

- (a) The Private Ruling may only be reproduced in full. Extracts, paraphrases or quotations from the Private Ruling must not be produced.
- (b) A copy of the Private Ruling Template has been provided to me/us free of charge. I/We have read the Private Ruling Template and understand the contents of that ruling.
- (c) I/We understand that the Private Ruling Template is:
  - (i) a ruling on the application of the taxation law; and
  - (ii) only binding on the ATO if the Project is implemented in the specific manner outlined in the Private Ruling.
- (d) I/We acknowledge that the promotional and other material has not, expressly or impliedly:
  - (i) included a guarantee or endorsement of the commercial viability of the Project
  - (ii) included a guarantee or endorsement of the soundness or otherwise of the Project as an investment
  - (iii) included a guarantee or endorsement of the reasonableness or commerciality of any fees charged in connection with the Project
  - (iv) referred the Private Ruling in connection with any other project
  - (v) referred the Private Ruling in connection with any other project other than to advise me/us that the Private Ruling is of no relevance to any other project.
- (e) I/We will notify the ATO if the Project is implemented in a manner that is in any way different to the description of the arrangement contained in the Private Ruling as supplied to the ATO by the Rulee.
- (f) I/We agree to provide a signed copy of these Terms of Use of the Private Ruling with the ATO.