



Landmark Square  
1st Floor  
64 Earth Close  
PO Box 715  
Grand Cayman  
KY1-1107

# Land Rights Request Form

*Advised Investor*

Presented in association with



New World Carbon  
Suite 151  
5, Liberty Square  
Kings Hill  
Kent, ME19 4AU  
United Kingdom

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**REFORESTATION GROUP LIMITED  
(A CAYMAN ISLANDS EXEMPT COMPANY)**

**LAND REQUEST FORM**

To: Reforestation Group Limited (the **Company**)

Landmark Square  
1st Floor, 64 Earth Close  
PO Box 715, Grand Cayman, KY1-1107

For the attention of The Directors

*Please use block capitals*

**1. APPLICANT**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code/ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

**2. CORRESPONDENCE ADDRESS .**

All correspondence will be sent to the above address, unless the following section is completed.

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Post Code/ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

### 3. **LAND INVESTMENT DETAILS**

Amount committed [at £10,000 per hectare]: \_\_\_\_\_

Number of plots: \_\_\_\_\_

### 4. **RETURN ON LAND PROCEEDS** (standing wire instructions)

Crop proceeds, when realised, are to be wired to the Land Rights holder using the following instructions:

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Branch Office (and Sort Code): \_\_\_\_\_

ABA, IBAN or CHAPS number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Reference: \_\_\_\_\_

### 5. **ABOUT YOUR ADVISOR**

- 5.1 By completing this form you are confirming that you have been advised of your investment options by an FCA regulated financial advisor who has reviewed your investment portfolio in the context of the risks of participating in this type of investment in land. You are also confirming that your advisor has reviewed with you The Reforestation Group Due Diligence Pack for Advised and Non-advised Investors.

Name of Advisor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 6. DISCLOSURE STATEMENT

To: The Company

- 6.1 I/We hereby irrevocably request to purchase the **Land Rights** in relation to such of the plots of Brazilian farm land specified herein (the **Plots**) at a price specified in the Due Diligence Pack. I/We acknowledge that the Company reserves the right to reject any request in whole or in part. I/We acknowledge that no offer to Land Rights from the Company will arise until a validly executed Land Request Form has actually been received and accepted by the Company at the address shown on this Land Request Form and a Land Rights Agreement has been entered into.
- 6.2 I/We, warrant that I/we have the right and authority to make the investment in the land project pursuant to this Land Request Form. I/we are not in breach of any laws or regulations of any competent jurisdiction and I/we hereby indemnify the Company for any loss suffered by it as a result of this warranty/representation not being true in every respect.
- 6.3 I/We acknowledge that due to money laundering requirements operating within its jurisdiction, the Company may require proof of identity (or any other information required by the Company in its discretion) before the request can be processed and the Company shall be held harmless and indemnified against any loss ensuing due to the failure to process this request, if such information as has been required has not been provided by me/us.

**NOTE: In order to comply with the anti-money laundering regulations applicable to the Company *Appendix B* MUST be completed.**

- 6.4 In signing this Land Request Form, I/we hereby consent to the Company and its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies obtaining, holding, using, disclosing and processing my data:
- 6.4.1 For any other specific purposes where I/we have given specific consent to do so;
- 6.4.2 For disclosure or transfer whether in the United Kingdom or countries outside of the United Kingdom including without limitation the US, which may not have the same data protection laws as the United Kingdom, to third parties including my financial adviser (where appropriate), regulatory bodies, auditors, technology providers, land manager or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above.
- 6.4.3 For other legitimate business interests of the Company.
- 6.5 I/we hereby acknowledge my/our right of access to and the right to amend and rectify my/our personal data. I/We acknowledge that the Company is a data controller and will hold any personal

information provided by me/us in confidence and in accordance with local data protection legislation.

- 6.6 I/We consent to the recording of telephone calls made to and received from me/us by the Company, its delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping purposes.
- 6.7 I/We agree to indemnify and hold harmless the Company and its named affiliates, their respective directors, officers and employees against any loss, liability, cost or expense (including without limitation attorneys' fees, taxes, and penalties) which may result directly or indirectly, from any misrepresentation or breach of any warranty, condition, covenant or agreement set forth herein or in any other document delivered by me/us to the Company.
- 6.8 I/We hereby confirm that I/we shall be deemed to have made the statements listed above unless I/we notify you to the contrary in relation to any future Plots I/we may obtain and when entering into a Land Rights Agreement.

Name:	Signature:	Date:
_____	_____	_____

**TITLE OF AUTHORISED SIGNATORY:** \_\_\_\_\_

**JOINT APPLICANTS** (if applicable)

Name:	Signature:	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

**NOTES:**

- The Land Request Form may be completed by a duly authorised agent on behalf of the applicant(s). Such person represents and warrants that he is duly authorised to sign this form on behalf of the applicant(s).
- Applicants who are unable to make the above Disclosure Statement may still be able, in certain circumstances, to apply for Plots but they should contact the Company for details first.
- If the Land Request Form is not completed to the satisfaction of the Company the request may not be accepted. No acceptance can or shall occur at any place other than the offices of the Company

## **APPENDIX A**

### **INSTRUCTIONS FOR COMPLETING THE LAND REQUEST FORM**

#### **APPLICATION**

All applications must be made in writing using the printed Land Request Form. Please write name(s) using block capitals and fill in the address as indicated. Where there are joint applicants, all correspondence will be sent to the first named applicant at that address.

#### **SIGNATURE**

The Disclosure Statement should be read carefully and signed by the applicant(s) on the appropriate line(s). If any signature is different from the name given for registration purposes, please complete the full name in block capitals and state the capacity in which the Land Request Form is being signed, where indicated.

#### **TRANSMITTAL AND MAILING INSTRUCTIONS**

Persons interested in purchasing Land Rights are required to complete and return the Land Request Form to the Company only at the address shown on the Land Request Form. No offer to purchase Land Rights will arise until a validly executed Land Request Form has actually been received by an authorised representative of the Company at the address shown on the Land Request Form.

#### **ANTI-MONEY LAUNDERING**

Measures aimed towards prevention of money laundering may require the applicant to verify their identity. The Company will notify applicants if proof of identity is required. The Company may also refuse to process any request to acquire Land Rights until proper information is provided. The applicant must ensure that where payment is made by SWIFT, the financial institution remitting their subscription funds sends a fax to the Company containing the information noted at Appendix B to the Land Request Form.

#### **QUERIES**

All queries regarding the completion of the Land Request Form should be addressed to the Company.

## APPENDIX B

### ANTI-MONEY LAUNDERING SUPPLEMENT

You (the **Purchaser**) must complete this supplement (the **Anti-Money Laundering Supplement**) in order to purchase Land Rights. Your Land Request Form will not be deemed complete, and you will not be deemed an applicant for Land Rights, regardless of whether you have already wired funds, until all of the required documentation listed below is received by the Company. Any delay in providing documentation may result in delayed processing of the request to purchase Land Rights, preparation of the Land Rights Agreement and/or delayed payment of any future land proceeds. Depending on its risk assessment of a purchaser, the Company reserves the right to request additional documentation as may be required from time to time.

For further information, please contact the Company

#### 7. **APPLICANT DETAILS:**

7.1 Name of Applicant: \_\_\_\_\_

7.2 Residential/Registered Address: \_\_\_\_\_

7.3 Occupation/Business (if applicable): \_\_\_\_\_

7.4 Date of Birth/Date of Incorporation (if applicable): \_\_\_\_\_

#### 8. **PAYMENT INFORMATION**

8.1 Name of the bank including BIC Code, Fed Wire, SWIFT or Sort Code from which your payment to the Company is being wired (the **Wiring Bank**):

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8.2 Name and number of account at the Wiring Bank which is being debited:

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**You must wire the payment from an account in your name. Third Party payments are not accepted**

## 9. ADDITIONAL INFORMATION

Based on your status, the following materials must be provided to the Company and all copies must be certified by an appropriate authority<sup>1</sup> Please ensure you comply with the instructions in the correct section for you.

### 9.1 For Designated Persons<sup>2</sup> acting on their own account in a Specified Country<sup>3</sup>

- ☐ Please provide the name of your Regulator and Licence or Registration Number:

Name of Regulatory Authority or website URL: \_\_\_\_\_

Registration/License No: \_\_\_\_\_

- ☐ A certified Copy or original Authorised Signatory List to include the appropriate mandate to operate the account.

### 9.2 Individuals (Including Partnerships, Unincorporated Businesses, Directors, Shareholders, Executors and Trustees)

- ☐ One document from each of the following columns:

Evidence of name and date of birth	Evidence of address
<input type="checkbox"/> Current valid full passport.	<input type="checkbox"/> Home visit.
<input type="checkbox"/> National Identity Card or Residence Permit.	<input type="checkbox"/> Electoral role check.
<input type="checkbox"/> Current photo card and driving licence.	<input type="checkbox"/> Recent utility of local authority council tax bill.
<input type="checkbox"/> Firearm certificate.	<input type="checkbox"/> Recent bank/building society statement.
<input type="checkbox"/> State pension or benefit book.	<input type="checkbox"/> Recent mortgage statement.
<input type="checkbox"/> Inland Revenue tax notification.	<input type="checkbox"/> Current driving licence (not if used in list 1 opposite).

<sup>1</sup> All copies can be certified by any of the following; a police officer, chartered and certified public accountant, notaries public, solicitor, embassy and consular staff or a representative of your Bank, registered broker-dealer or other regulated financial institution. Each document should be marked with the words 'original seen' or 'true' copy of original documents'. The document should be signed by the entity certifying the document and noting their capacity and licence number (if applicable).

<sup>2</sup> A "Designated Person" is a regulated financial institution (i.e., bank or broker-dealer), a credit institution, a financial institution, an auditor, external accountant or tax adviser, a relevant independent legal professional, a trust or company service provider that is located in a Specified Country.

<sup>3</sup> Specified Countries: EU Member States and Argentina, Australia, Brazil, Canada, Hong Kong, Iceland, Japan, Liechtenstein, Mexico, New Zealand, Norway, Singapore, Switzerland, South Africa, USA, The Channel Islands and the Isle of Man, The Dutch overseas territories of Netherlands Antilles and Aruba, The French Overseas Territories of Mayotte, New Caledonia, French Polynesia, Saint Pierre and Miquelon and Wallis and Futuna



10. **REPRESENTATIONS AND COVENANTS OF THE PURCHASER**

- 10.1 The Purchaser represents that the amounts used to purchase the Land Rights were not and are not directly or indirectly derived from activities that may contravene applicable laws and regulations, including anti-money laundering laws and regulations.
- 10.2 Please be advised that the Company may not accept any amounts from a prospective Purchaser if it cannot make the representation set forth in the preceding paragraph. If an existing Land Rights owner cannot make these representations, the Company may require the termination of such Land Rights holder's investment or take such other actions as may be required under applicable law.
- 10.3 The Purchaser agrees to notify the Company promptly in writing should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser is advised that, by law, the Company may be obligated to "freeze the arrangement" of the Purchaser, either by prohibiting additional applications from the Purchaser, declining any payment requests [and/or Land Rights termination requests] in compliance with governmental regulations, and the Company may also be required to report such action and to the applicable governmental or regulatory authorities. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the payment of land proceeds payable to the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company, or any of the Company's other service providers.
- 10.4 The Purchaser understands and agrees that any land proceeds paid to it will be paid to the same account from which the Purchaser's in the Land Rights investment in the Company was originally remitted, unless the Company agrees otherwise.
- 10.5 The Purchaser agrees that, upon the request of the Company, it will provide such information as the Company requires to satisfy applicable anti-money laundering laws and regulations, including, without limitation, the Purchaser's anti-money laundering policies and procedures, background documentation relating to its directors, trustees, settlors and beneficial owners, and audited financial statements, if any.

The undersigned hereby represents that: (i) the information contained herein is complete and accurate and may be relied upon; and (ii) the anti-money laundering representations contained herein are true and correct.

IN WITNESS WHEREOF, the undersigned has executed this Anti-Money Laundering Supplement this \_\_\_\_ day of \_\_\_\_\_, 2013.

<b>SIGNED by [NAME OF INDIVIDUAL]</b>	<i>Signature</i>
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