



PRODUCT DISCLOSURE STATEMENT
TFS SANDALWOOD PROJECT
INDIAN SANDALWOOD

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CORPORATE DIRECTORY

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TFS ENGAGES A TEAM OF EXPERTS TO CAREFULLY SELECT LAND SUITED TO THE GROWTH OF INDIAN SANDALWOOD (*SANTALUM ALBUM*). THE KUNUNURRA REGION'S HIGH LEVELS OF SUNSHINE, SUITABLE SOIL TYPES AND ACCESS TO TREMENDOUS WATER RESOURCES MAKE THIS THE PREFERRED AREA FOR CULTIVATION.



IMPORTANT NOTICES

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This Product Disclosure Statement ('PDS') contains important information about investing in the TFS Sandalwood Project 2009 (ARSN 1 35 373 938) (the 'Project'). It should be read carefully and in its entirety. Before deciding whether to subscribe for a Sandalwood Lot in the Project you should consider whether investing in this Managed Investment Scheme ('MIS') is suitable for you. If you are unfamiliar with investments of this kind or if after reading this you are unsure whether or not you should invest, you should consult your licensed financial adviser.

This PDS is dated 04 March 2009 and is issued by the Responsible Entity, TFS Properties Ltd (ACN 093 330 977) ('TFS Properties'). Except for those parts of the PDS consisting of, or based on reports from experts, the Responsible Entity is responsible for its contents.

Investments in the Project are speculative in nature. No person, firm or corporation associated with this PDS guarantees, warrants or underwrites the performance of the Project or any particular investment return from this PDS.

ELECTRONIC PRODUCT DISCLOSURE STATEMENT

This PDS will be issued on the following website: www.fsltd.com.au Any person accessing the electronic version of this PDS for the purpose of investing must be an Australian resident and must only access this PDS from within Australia. The Corporations Act prohibits any person passing on to another person the Application Form unless attached to a hard copy of this PDS or accompanied by the complete and unaltered version of this PDS.

APPLICANTS OUTSIDE AUSTRALIA

This PDS does not, and is not intended to, constitute an offer in any place or jurisdiction, or to any person to whom, it would not be lawful to make such an offer or to issue this PDS. The distribution of this PDS in jurisdictions outside Australia may be restricted by law and persons who come into possession of this PDS should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws. No action has been taken to register or qualify the Sandalwood Lots or otherwise permit a public offering of the Sandalwood Lots the subject of this PDS in any jurisdiction outside Australia. It is the responsibility of Applicants outside Australia to obtain all necessary approvals for the allotment and issue of the Sandalwood Lots pursuant to this PDS. The return of a completed Application Form will be taken by the Responsible Entity to constitute a representation and warranty by the Applicant that all relevant approvals have been obtained by the Applicant.

AUSTRALIAN FINANCIAL SERVICES LICENCE

The Responsible Entity has been granted an Australian Financial Services Licence (No. 241192) by the Australian Securities & Investments Commission ('ASIC') which authorises the Responsible Entity to act as responsible entity for the Project as well as certain other managed investment schemes.





NEED HELP?

If you need help regarding investing generally, we recommend that you speak to a licensed financial adviser. The ASIC can help you check if your adviser is correctly licensed. The ASIC has a website (www.asic.gov.au) as well as help lines you can find in your phone book. If you do not have an adviser contact us and we can put you in touch with someone who can help.

If you have any questions about investing you should speak to your adviser. If you have questions about the Project investment in particular, speak to them, call us or visit our website www.ifsltd.com.au

ABOUT THE MIS AGRIBUSINESS SECTOR

A MIS is an investment in a project managed by professional managers with particular skills suited to that project.

This PDS provides information about the TFS Sandalwood Project 2009 managed by TFS Properties as the Responsible Entity. The Responsible Entity is a public company licensed through the ASIC to operate the Project as a registered MIS. The Responsible Entity takes full responsibility for operating and managing the Project, though it is free to appoint managers with specific expertise in certain areas. For example, TFS Properties will appoint TFS as Project Manager of the Project.

The purpose of the Project is to plant and raise Indian Sandalwood Trees for harvest and sale as cleaned logs.

PHOTOGRAPHS

Unless otherwise stated, the photographs contained in this PDS are for illustrative purposes only. They do not represent, or purport to represent assets of the Responsible Entity or the Project Manager.

EXCHANGE RATES

Unless otherwise stated, it should be noted that where auction prices of heartwood sales in India are quoted, the following exchange rates have been used:

Average Auction Price	Date	Indian Rupees* Conversion Rate
\$138,732	17/11/08	34.40250
\$107,985	19/12/07	33.99718
\$98,930	26/04/07	35.08850
\$101,569	22/11/06	34.57021
\$105,451	24/03/06	31.88653

* Source Oanda, The Currency Site

Throughout this PDS, other exchange rates are used for the purpose of converting foreign currency amounts which do not relate to heartwood auction prices. Where other exchange rates are used, the applicable exchange rate and the relevant date on which the exchange rate was applied are displayed.





CONTENTS

Sandalwood: An Overview	6
Key Investment Risks	8
Key Investment Features	9
Why Indian Sandalwood?	10
The Sandalwood Market – Supply and Demand	12
Project Details	14
The Indian Sandalwood Plantation	19
Project Returns	20
Risks and Safeguards	23
Investment Options	27
Fees and Other Costs	28
Taxation	35
An Ethical Investment – the Environment and Community	36
The TFS Group	38
Plantation Management	40
Corporate Management	42
Expert Forester’s Report	46
Expert Sandalwood Marketing Report	58
Summary of Material Agreements	66
Additional Information	76
Glossary	83
Application Forms	87
Grower Application Form	89
Joint Venture Growers’ Application Form	91
12 Months Interest Free Loan Application Form	95
Direct Debit Request Service Agreement	97
Consents – Privacy Act	99
Loan Agreement	100

1 TFS engages a team of Experts to carefully select land suited to the growth of Indian Sandalwood (*Santalum album*). The Kununurra region's high levels of sunshine, suitable soil types and access to tremendous water resources (Lake Argyle is over 30 times the size of the Sydney Harbour) make this the preferred area for cultivation. Land will be conditioned and prepared prior to planting.



2 TFS has a seed orchard designed to improve the genetics of the seedstock to produce higher quality trees. Superior trees have been selected based on growth characteristics and oil content. These are then control pollinated to produce seed for use in the project.



SANDALWOOD: AN OVERVIEW

9 Wood will be processed and sold as cleaned logs. It is anticipated that the carving and fragrance industries will be the major buyers of cleaned logs. Buyers in the fragrance industry will distil the wood to extract the valuable fragrance ingredient Indian Sandalwood oil which is used in perfumes worldwide.



8 It is anticipated that Harvests will be conducted at the ages of 13 and 14 years. Heartwood – the most valuable oil bearing section of the wood – is concentrated in the butt and lower part of the tree. Harvest methods are being developed to maximise the recovery of this valuable resource.



3 TFS has the world's largest custom-built Indian Sandalwood (*Santalum album*) nursery. Sandalwood seedlings are grown in the nursery with the pot host species. Other host trees are also cultivated in separate pots in preparation for planting.



4 Within 18 months of the acceptance of your application Sandalwood seedlings and host species will be planted on prepared land.



5 Sandalwood is a parasite and needs to tap nutrients and water from other trees to survive. Several host species have been selected based on years of trialling and research. These are planted in careful configuration with the Sandalwood with the aim of maximising the growth of the Sandalwood trees.



7 The Sandalwood plantation will be managed in accordance with the Plantation Management Plan. This will be performed by the highly qualified and experienced TFS staff.



6 At the end of the year following the Establishment Period, a tree count will be conducted to assess survival rates of Sandalwood and host trees. Any necessary replanting will then be conducted.



KEY INVESTMENT RISKS

KEY INVESTMENT RISKS

An investment in the Project is subject to a number of specific and general risks including:

- Agricultural risks such as fire, pests and adverse weather conditions,
- Financial risks such as adverse fluctuations in the exchange rate, yield estimates and quality and increases in costs and unexpected expenditure,
- Market risks such as the effect of demand and supply forces, introduction of new technologies and limitations on transferring an investment,
- Regulatory risk such as unforeseen changes to the regulatory regime and risk of disallowance of the anticipated tax deductions; and
- Management risk such as loss of key personnel.

Further details regarding these risks are set out on page 23 of this PDS.





KEY INVESTMENT FEATURES

- This project aims to produce high quality Indian Sandalwood (*Santalum album*), a commodity that has been traded for thousands of years. This aromatic wood is internationally prized for use in religious worship, joss sticks and to extract Indian Sandalwood oil, an important ingredient used in fine fragrances such as Chanel No5.
- The average price of wild Indian Sandalwood heartwood has had a compounded increase of 21% per annum over the last 17 years due to strong demand and diminishing supply that has seen the tree recognised on the World Conservation Union's (IUCN) Threatened Species Redlist.
- Auction prices for small volumes of heartwood in India averaged over \$100,000 AUD per tonne in November 2008 – confirming Indian Sandalwood's status as one of the world's most valuable tropical hardwoods. Due to the younger age of plantation heartwood, a lower price than wild heartwood would be expected (for more information see pages 21 and 24 of this PDS).
- Tropical Forestry Services Limited (ACN 080 139 966) ('TFS') is a specialist Indian Sandalwood plantation manager with over 10 years experience in the cultivation of Indian Sandalwood.
- TFS is committed to the long-term development of an Australian grown Indian Sandalwood industry. TFS is working to build relationships with potential buyers of plantation-grown Indian Sandalwood and to promote this industry worldwide.
- TFS is a wholly owned subsidiary of TFS Corporation Ltd (ABN 97 092 200 854) ('TFS Corporation'), a public company listed on the Australian Securities Exchange with a market capitalisation of \$140-million in 2009.
- TFS has an experienced team of professional foresters, agronomists and agricultural scientists who manage the Indian Sandalwood plantations. An ongoing program of monitoring and research is used to maintain good growth and survival rates.
- With the right soil type, tropical climate, lack of natural predators and an abundance of irrigation water sourced from Lake Argyle (over 30 times the size of the Sydney Harbour) the Kununurra area provides a proven environment in which to grow Indian Sandalwood.
- The project is expected to finish in 15 years, with the first harvest expected to occur when the Sandalwood trees are 13 years old (year 14 of the investment), followed by a second clearfell harvest when the trees are 14 years old (year 15 of the investment).
- \$12,925 (including GST) for one Sandalwood Lot (1/6th of a hectare).
- Discounts for 6 or more lots are available. \$12,375 (including GST) per lot for 6 or more Sandalwood Lots (minimum area of one hectare).
- Flexible product options with readily available finance ensure an investment that suits your financial needs.
- Annual Investment Option: You pay your Establishment Fee, followed by electing to pay the ongoing Annual Fee and Rent on an annual basis.
- Annual Deferred Investment Option: You may pay the Establishment Fee with the Application, and then do not elect, on an annual basis, to pay ongoing Annual Fee and Rent. In making the decision not to pay the ongoing Annual Fee and Rent, you are effectively requesting TFS Properties to make these payments on your behalf. In exchange for making these payments, TFS Properties will receive the Annual Deferred Investment Option Fee, which is an additional share of the Gross Proceeds of Sale at Harvest for each year in which you elect to defer payment.
- A Joint Venture Option: You pay the Establishment Fee and nominate a Joint Venturer to share your investment by paying the ongoing Annual Fee and Rent. That Joint Venturer could be your spouse, your self-managed superfund or a non-associated third party. The Net Proceeds of Sale are then divided equally between the joint venturers. A minimum investment of 2 Sandalwood Lots is required under the Joint Venture Option.
- Significant tax deductions are available to Growers, supported by an Australian Tax Office Product Ruling.
- MIS Funding No. 1 Pty Ltd is the Project's preferred financier, and offers interest only terms for up to three years. Finance is also available through Arwon Finance Pty Ltd.

WHY INDIAN SANDALWOOD? WHY INDIAN SANDALWOOD?

WHAT IS HEARTWOOD?

Heartwood is found at the core of the tree and has recently been sold at auction for an average of over \$100,000 per tonne (November 2008). This aromatic wood is a popular material for Asian carvings and handicrafts, particularly in Taiwan and China, where demand is growing.

The renowned Sandalwood aroma comes from the oil found in the heartwood of the tree. Through a process of distillation the oil is extracted from the heartwood and is sold as a fragrance ingredient to the global beauty industry. This highly valued oil trades for \$2 million per tonne – that's \$2,000 per kilogram.

The value of heartwood is largely determined by the quantity and quality of the oil it contains. Indian Sandalwood is considered to be the premium species of Sandalwood because it has the highest oil yield and the oil has the greatest concentration of the valuable constituents alpha and beta Santalols.

AUSTRALIAN OR INDIAN?

Indian Sandalwood and Australian Sandalwood (*Santalum spicatum*) have very different properties, characteristics and markets. These differences are reflected in value, with Australian Sandalwood selling for up to \$12,000 per tonne as compared to Indian Sandalwood heartwood which has sold for more than \$100,000 per tonne.

The global supply of wild Indian Sandalwood is decreasing due to poaching and over-harvest. In contrast large reserves of wild Australian Sandalwood (*Santalum spicatum*) are found throughout Western Australia. Differences in growth rate also make Indian Sandalwood the preferred species for TFS. As a tropical hardwood Indian Sandalwood will grow to harvest in 13 or 14 years under irrigation, whereas the Australian species is a slow-growing tree suited to an arid climate.

Indian Sandalwood oil has an established global demand and has been used in the perfume industry since Persian times. Indian Sandalwood oil has more than twice the alpha and beta santalols (valuable constituents found within Sandalwood oil) than the Australian Sandalwood (*Santalum spicatum*) variety. Mature Indian Sandalwood trees also have around 2 times the oil content of wild Australian Sandalwood trees.

The higher value heartwood, fast-growing characteristics and supply-demand imbalance are reasons why TFS chooses to grow Indian Sandalwood (*Santalum album*).





INDIAN SANDALWOOD IS THE MOST VALUABLE SPECIES OF SANDALWOOD (SANTALUM) IN THE WORLD, ACHIEVING OVER \$100,000 PER TONNE OF HEARTWOOD (NOVEMBER 2008). THIS TROPICAL HARDWOOD HAS BEEN USED FOR THOUSANDS OF YEARS IN PERFUMES, RELIGIOUS WORSHIP, CARVINGS AND INCENSE.

THE SANDALWOOD MARKET – SUPPLY AND DEMAND SUBPLY AND DEMAND

There is a significant amount of information about Sandalwood contained in the Expert Forester's and Expert Marketing Reports contained in this PDS. These reports should be read in conjunction with the following information.

For thousands of years Indian Sandalwood has been traded for use in incense, perfumes, carvings, medicines and worship around the globe.

Different parts of the Sandalwood tree are used to produce this variety of products. Sandalwood heartwood is used in religious carvings, medicines and to produce Indian Sandalwood oil, a valuable fragrance ingredient that features in many of the world's most famous perfumes. The outer part of the tree known as sapwood and the spent charge (the wood by-product created once oil has been distilled from the heartwood) remain popular ingredients in incense and joss stick production.

ESTABLISHED DEMAND

The popularity of Sandalwood is seen in the wide range of countries that import the wood and oil. Sandalwood and Sandalwood oil is currently imported by the Middle East, Japan, China, Taiwan, Hong Kong, Singapore, Germany, Switzerland, France, Australia, the UK and the USA. Trade statistics show that Taiwan alone imported over 3,900 tonnes of Sandalwood wood in 2006. The USA imported close to 20,000 kilograms of Sandalwood oil in the same year.

Strong demand for oil in the USA and Europe is driven by the fragrance industry, where Sandalwood oil remains an important ingredient in fragranced soaps, toiletries and perfumes. It is in the Asian markets, however, that Sandalwood has the most cultural significance.

India, Taiwan and China remain significant consumers of Sandalwood globally. China was historically a major importer of Sandalwood. Since the end of import restrictions in 1999 Chinese demand for Sandalwood is reported to have grown significantly. It is expected that these changed regulations and the increasing wealth of China (population 1.33-billion people – 2008 est.) could continue to increase the Chinese import of Sandalwood.

Dwindling domestic supplies of the species are also expected to drive India to import significant volumes of wood. In 2005 alone over 2,000 tonnes of Sandalwood was imported to supplement Indian demand. While the import of Sandalwood is currently banned in India, this is expected to be lifted as the domestic supply continues to drop.

Demand for the heartwood of Indian Sandalwood is often derived from the demand for Indian Sandalwood oil, a valuable ingredient used in fragrances worldwide. As the oil is made up of a large number of different molecules, it is extremely difficult to match these in a synthetic substitute.

Despite the availability of these synthetics, commentators estimate that the natural cosmetic market is growing at a rate of 20% per annum, driven by consumer demand for natural ingredients. The unique properties of the oil and the growing trend towards natural products suggest that demand for the natural oil will remain high.

This trend, as well as the availability of a sustainable supply of Indian Sandalwood is expected to stimulate demand in the global soaps, perfumery and cosmetics industries, alongside China and India where growing wealth is expected to drive demand for this culturally significant ingredient.

DWINDLING WILD SUPPLIES AND DEMAND CENTRED ON THE INCREASINGLY PROSPEROUS ASIAN NATIONS PRODUCE EXCITING MARKET DYNAMICS FOR THIS ANCIENT INGREDIENT WHICH FEATURES IN INCENSE, PERFUME, CARVINGS, MEDICINES AND WORSHIP AROUND THE GLOBE.



DWINDLING SUPPLY

Around 95% of the total annual Indian Sandalwood supply comes from India. Supply of Indian Sandalwood has reached critical levels in India with the tree recognised as a vulnerable species on the World Conservation Union's (IUCN) Threatened Species Redlist.

Wild sources and government stockpiles are expected to be even lower than current levels by the time the plantation wood from Kununurra is ready for the market. Supply from Indonesia and East Timor has already virtually ceased.

There is now a growing demand for a sustainable source of Indian Sandalwood, with plantation-grown trees offering an important alternative to the traditional wild sources.

While dwindling supply has resulted in some substitution with other aromatic woods, Indian Sandalwood still offers superior characteristics, making these inferior substitutes. It is expected that when a reliable supply of Indian Sandalwood is available this substitution will decrease and consumption of Indian Sandalwood will increase.

Western Australia supplies a fairly constant 1,800 tonnes of the *Santalum Spicatum* wood each year. This genus is quite different to Indian Sandalwood (*Santalum album*) (which is grown by TFS) in terms of oil composition, fragrance, growth regime, climatic environment and price. Subsequently the two species have very different primary markets, and are distinctive products, particularly in regards to oil. Another substitute used in India is the *Osyris* species. The *Osyris* species is now facing deforestation in Africa, threatening the long-term supply of the wood.

SOARING PRICE

The price of Indian Sandalwood has continued to increase at a compounded rate of 21% over the last 17 years. At the latest auction held in November 2008, 37 tonnes of mature heartwood was sold for an average price of \$138,732 per tonne*.

Due to the decline in the supply of Indian Sandalwood in India, only small quantities of heartwood have been sold at recent auctions. Consistent price growth has been the result of the growing imbalance between the supply and demand for Indian Sandalwood that characterises this market.

* Please refer to page 3 of this PDS for details of the underlying exchange rates.

PROJECT DETAILS

WHAT ARE WE OFFERING?

The TFS Sandalwood Project 2009 gives you the opportunity to grow your own Indian Sandalwood, a wood with strong demand and diminishing supply.

The average auction price for heartwood in the State of Tamil Nadu has risen from \$5,100 per tonne in 1990/1991 to over \$100,000 per tonne in November 2008 (on small volumes), representing an annual compounded growth rate of 21% over 17 years. (See below table)

A diminishing supply, coupled with Sandalwood's important role in Indian and other Asian cultures is expected to ensure that demand remains high and the upward price pressure continues. It should be noted that the TFS marketing expert Mr Anantha Padmandabha is of the opinion that these prices will continue to rise at the rate of at least 5% per annum for the foreseeable future. See his report on page 58 of this PDS.

HOW DOES THE PROJECT WORK?

TFS Properties Ltd ('TFS Properties') invites you to invest in the TFS Sandalwood Project 2009 (the 'Project'). TFS Properties is the issuer of this Product Disclosure Statement ('PDS') and of interests in the Project (called 'Sandalwood Lots' within this PDS).

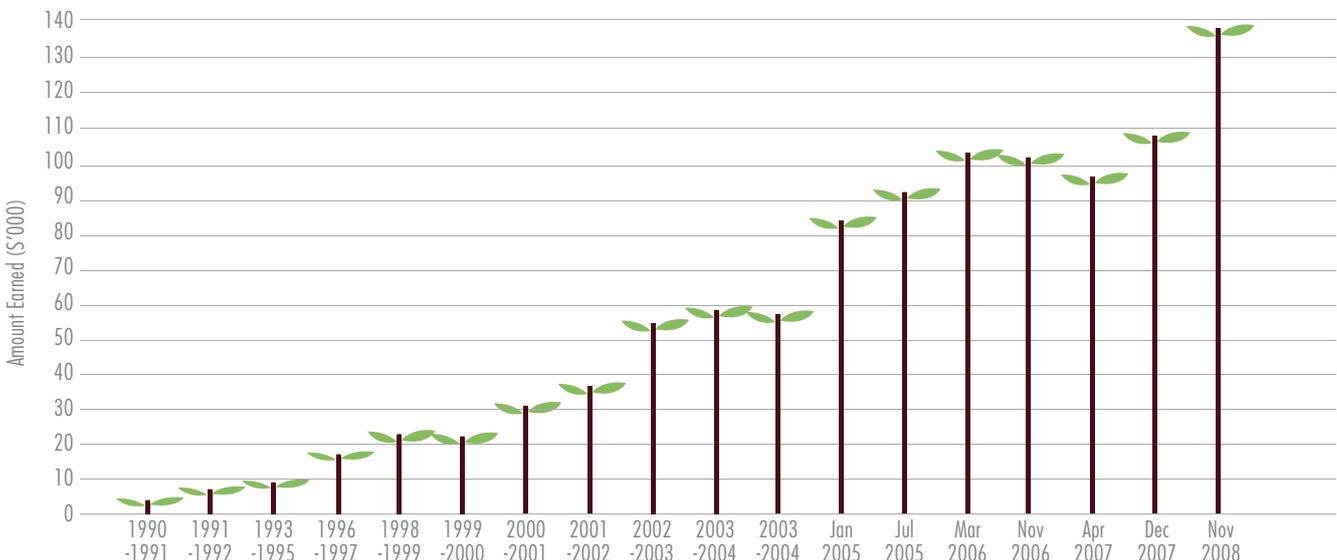
The Project consists of up to 5,700 Sandalwood Lots of one sixth of a hectare each and any oversubscriptions.

There is no minimum subscription to the Project.

As a Grower you will establish and maintain your own stand of Indian Sandalwood by:

- Sub-leasing one or more land parcels from the lessor (TFS Leasing Pty Ltd). Each land parcel is one sixth of a hectare. The Sandalwood Lot will be identifiable by reference numbers on a plan of the Plantation. This plan will be forwarded to you once your Application Form has been accepted.
- Engaging TFS Properties (the Responsible Entity) to establish and maintain an Indian Sandalwood plantation on the Sandalwood Lot. TFS Properties will in turn appoint TFS to manage the Sandalwood Lot together with all other Growers' Sandalwood Lots for the Project as one commercially viable plantation. This engagement continues until all of the Indian Sandalwood has been harvested.
- Engaging TFS to supervise the Harvest of the Indian Sandalwood from the Sandalwood Lot, as well as the processing of the Sandalwood into cleaned logs and their transport to store. The Harvest is expected to take place during Years 13 to 14 (although this may vary dependent upon TFS' assessment of heartwood and oil yields).
- Engaging TFS Properties to market and sell the Grower's interest in the Sandalwood for the maximum price obtainable, unless you elect to collect the Sandalwood for your own purposes (refer to page 17 of this PDS for further information in relation to the election to collect your own Sandalwood).

Sandalwood Auctions of the Tamil Nadu Forestry Department of India





As shown above Indian Sandalwood is a hemi-parasitic species. The secondary host will naturally die after several years and the Indian Sandalwood tree will continue growing on a tertiary host tree.

HOW WILL THE SANDALWOOD BE PLANTED?

Sandalwood needs host trees to help it to grow. As a hemi-parasitic tree, the roots of the Sandalwood tree penetrate the roots of the host to draw nutrients, water and some metabolites.

Over the course of its life each Sandalwood tree needs a selection of host trees. Host trees are planted in configuration with the Sandalwood seedlings within 18 months of the acceptance of a Grower's application.

Tree counts are conducted regularly. The project has a targeted survival rate of 433 Sandalwood trees per hectare at harvest.

As set out on page 50 of this PDS in the Expert Forester's Report, the Responsible Entity will retain the seeds from the Trees for the purpose of ensuring that there is enough seed for this Project and to stockpiling for future use by the Responsible Entity.

HOW WILL THE SANDALWOOD BE MAINTAINED?

The Plantation will be maintained by the Manager in accordance with a comprehensive Management Plan. Annual maintenance will include weeding and pruning, nutrient analysis to determine fertiliser requirements, fire control management, inventory measurement and regular reporting.

HOW WILL THE SANDALWOOD BE HARVESTED?

The heartwood is contained within the larger branches, log, roots and butt of the Sandalwood Tree. The butt contains up to one-third of the heartwood. Harvest methods are being developed to maximise the recovery of this valuable resource.

TFS Properties anticipates that the Harvest of the Sandalwood will commence in Year 13 and conclude in Year 14. Trees will be selected for Harvest on an individual basis. The precise timing of the Harvest will be determined by forestry management criteria, the aim being to maximise the revenue generated by the Project.

The Harvest will be concluded by Year 14 (investment year 15). Returns to Non-Electing Growers will be paid regularly as Gross Proceeds of Sale are received after each Harvest.

TFS HAS THE LARGEST PURPOSE BUILT INDIAN SANDALWOOD NURSERY IN THE WORLD. THIS HAS THE CAPACITY TO PRODUCE OVER HALF A MILLION SEEDLINGS PER PLANTING SEASON.



HOW WILL THE SANDALWOOD BE SOLD?

At the time of Harvest, TFS Properties will determine the most profitable and appropriate markets for the product. It is expected that the wood will be sold as cleaned logs. For more information on the demand for Indian Sandalwood please refer to the Expert Marketing Report on page 58 of this PDS. Any proceeds of sale from the wood will be distributed to you after a deduction of the Costs of Harvesting and Processing, and any additional costs associated with the Selling and Marketing Fee. Updates on marketing trends and changes to the marketing plan will be communicated to growers via a regular newsletter.

WHAT IF THERE IS DAMAGE TO THE PLANTATION OR TREES ON SANDALWOOD LOTS?

If the Trees on a Sandalwood Lot are wholly destroyed, the Grower's interest in the Sandalwood Lot will cease, and the Lease and Management Agreement will terminate in relation to the Grower, with effect from the time of the event causing the destruction or damage. For Growers electing to participate in the Project on the Annual Investment Option basis, the requirement to pay the ongoing Annual Fee and Rent will also cease from the time of the total destruction event.

If the Trees on a Sandalwood Lot are partially destroyed, the Grower's interest in the Sandalwood Lot will be reduced according to the proportion of the area that has been destroyed. The Fees will also be reduced proportionally (although Rent will not vary). The proportion or area destroyed will be determined by an independent expert appointed by TFS Properties.

Where a total destruction event has occurred to you will be liable to pay to TFS Properties 55% of the ongoing Annual Fee and Rent for years prior to the total destruction event that would have been paid had you.

TFS may be able to arrange insurance annually on your behalf to cover the risk of occurrence of a destruction event. Please refer to the Additional Information section of this PDS for further details on insurance.

CARBON CREDITS

Carbon Credits are not factored into the forecast returns for this project as there is no national carbon trading scheme in place at this time. Under the Lease and Management Agreement the Grower agrees to transfer all of the Carbon Credits to which they are entitled to the Responsible Entity.

ELECTION TO COLLECT SANDALWOOD

You can elect to collect your Sandalwood from your Sandalwood Lot by nominating this option on your Application Form. If this is the case, you will not benefit from the economies of scale which may be achieved by pooling the Sandalwood from the whole of the Plantation and marketing and selling it on a collective basis with other Growers' Sandalwood.

When you elect to collect your own Sandalwood:

- TFS Properties will advise you in writing of the time and place at which it can be collected;
- you will be required to pay your share of the Costs of Harvesting and Processing on (or before) collecting your Sandalwood;
- you will be responsible for your own transport and marketing costs;
- you will be required to pay any outstanding Fees including the Annual Fee and Rent whether paid or not; and
- you will also be required to pay TFS Properties' estimate of your share of the Incentive Fee (if applicable), subject to adjustment on completion of Harvest, when the actual amount of the Fees payable has been determined.



THE LAND SURROUNDING KUNUNURRA UNIQUELY SATISFIES ALL OF THE REQUIREMENTS FOR THE GROWTH OF INDIAN SANDALWOOD AND IS IDEAL BECAUSE OF THE ABUNDANCE OF READILY AVAILABLE WATER FOR IRRIGATION.

THE INDIAN SANDALWOOD PLANTATION



GROWING CONSIDERATIONS

In order to grow Indian Sandalwood successfully in Australia the following growing conditions must be met:

- a tropical climate;
- regular watering;
- free-draining soils;
- land which has a flat to undulating topography and is not subject to water-logging; and
- freedom from termite attack.

The Plantation will be established on land which satisfies all of the above requirements.

Soils are selected on the advice of experts who assess soil depth, fertility and moisture characteristics. The land is flat and has access to abundant irrigation water resources from Lake Argyle via the Ord River. This land has previously been farmed and requires no clearing.

The Kingston Rest property also has access to abundant irrigation water resources offered by the 68-gigalitre dam on the property. The property has similar soils to those in the Ord River Irrigation Area and areas will not require clearing. Please refer to Expert Foresters Report on page 46 of this PDS for additional information.

WHERE WILL THE PLANTATION BE LOCATED?

TFS Properties has a significant landbank suited to the growth of Indian Sandalwood. TFS Properties is currently engaged in further freehold and leasehold land acquisitions near the town of Kununurra in Western Australia where the project will be established. Planting will take place during the dry season (usually May and June) and the land will be subject to an intensive preparation program during the preceding dry season.

WHY THE KIMBERLEY REGION?

The land surrounding Kununurra uniquely satisfies all of the requirements for the growth of Indian Sandalwood.

It is ideal because of the abundance of readily available water for irrigation purposes and the fact that its soils are fertile, free draining and of the heavy cracking type which deters attack from the giant termite (*Mastotermes darwiniensis*).

PROJECT RETURNS

PROJECT RETURNS

THE FOLLOWING SECTION PROVIDES GROWERS WITH INFORMATION ON SOME OF THE VARIABLES THAT MAY AFFECT THE INVESTMENT OVER THE TERM OF THE PROJECT, ALLOWING GROWERS TO MAKE THEIR OWN CALCULATIONS OF THE RETURNS.

To calculate the returns of this project you must consider a number of variables, many of which TFS Properties is unable to control. Subsequently it is impossible to determine financial returns over the life of a 15 year project with any certainty.

For further information on the variables please refer to the Independent Expert Reports.

An investor in the Project should be looking for long term investment returns, and should not be anticipating a return before the 13th year after planting which is proposed as the year of the first Harvest.

SECONDARY MARKET

Legislation which governs the secondary market for immature Managed Investment Scheme ('MIS') forestry plantations came into effect on 1 July 2007 which will facilitate the sale by Growers of their Sandalwood Lots, provided the initial Grower has held the Sandalwood Lot for a minimum of 4 years. Sandalwood Lot(s) may be sold subject to the rules of the secondary market on which it is sold, the Taxation Laws and the requirements outlined under the heading "Transfer of Interests" on page 76 of this PDS.

Returns are also influenced by the individual taxation position of Growers, and the Risks and Safeguards section detailed in pages 23-24. We recommend that you seek professional advice from a licensed investment adviser, tax adviser or accountant before investing.

GENERAL ASSUMPTIONS

- The existing competitive or regulatory environments of TFS Properties' business will not change substantially;
- There are no material beneficial or adverse effects arising from the actions of competitors;
- There is no material amendment to any material agreement relating to the Responsible Entity's business; and
- There are no material changes in industrial, political or economic conditions with respect to the Sandalwood and forestry industries and the Australian economy.

YIELD ASSUMPTIONS

The following details are considered to be the best estimate of yield assumptions. Further information is available in the Expert Forester's Report on page 46 of this PDS.

- Trees will be planted at a rate that is sufficient to reasonably expect to result in at least 72 Sandalwood Trees per Sandalwood Lot being available for Harvest. This allows for a survival rate of at least 85%.
- The total production of heartwood per Sandalwood Tree to be harvested is estimated at 25 kgs in year 13 and 27.5 kg in year 14. Assuming 20% is harvested in year 13 and 80% in year 14 the consequent average heartwood production per Sandalwood Lot should be 1,950 kgs (1.95 tonnes). These estimates are independently verified by Expert Forester Peter Kimber of Kimber Environment Services (See Expert Foresters' Report on page 46).
- It is currently planned to Harvest the Sandalwood Trees, commencing in Project Year 13 (20% harvested), with the remainder harvested in Project Year 14 (80%).

More information about yield and Harvest assumptions is contained in the Expert Forester's Report on page 46.



Regular maintenance such as weeding is undertaken in accordance with the Plantation Management Plan.

OTHER IMPORTANT ASSUMPTIONS PRICE

Mr. Anantha Padmanabha, a Forestry and Sandalwood Marketing Expert from Bangalore who has focused his expertise on the Indian Sandalwood Tree, has written an Expert Marketing Report for inclusion in this PDS. The information contained below is found in more detail in that Report on page 58.

Indian Sandalwood heartwood sold at an average of \$107,985 per tonne (on small volumes) at the State of Tamil Nadu Forestry Department (India) auction held in December 2007. Average auction prices (in Australian dollar terms) for heartwood have increased at a compounded annual rate of 21% over 17 years.

*Please refer to page 3 of this PDS for information on the exchange rates used for these auction prices.

- The wood currently sold at the Tamil Nadu auction is of a high quality, tending to contain on average 4.0% to 5.5% oil. While it is possible that wood grown in plantation conditions might achieve this oil content, it is more likely that a lower average figure of perhaps 3.15% oil content may be achieved.

In December 2004, 40 samples were taken from 14 year old Indian Sandalwood Trees owned by the Western Australian Forest Products Commission (a Government Instrumentality). Tests performed on these samples showed a 3.15% average oil yield from the heartwood (see the Expert Forester's Report on page 46 for further details).

- Returns will be subject to a variety of risks including the failure of trees to achieve the anticipated yields of heartwood and oil, fluctuations in the exchange rate and changes in the supply and demand for Sandalwood. These risks are set out in more detail in the Risks and Safeguards section of this PDS.
- Potential investors should note that the Responsible Entity will arrange for the Grower's Sandalwood to be sold as cleaned logs containing heartwood. The oil prices are provided only for the purpose of estimating the price of cleaned logs.
- Forest Produce includes host trees and other parts of the Sandalwood tree (other than the Seeds). It is expected that these products will have commercial value that has not been included in project returns.

- Investors should note that the Project's life will be approximately 15 years including the Establishment Period, and that the price of cleaned logs will be affected by market fluctuations in that time.
- Mr. Padmanabha has indicated in his Expert Marketing Report (on page 58 of this PDS) that he anticipates ongoing price increases for heartwood of at least 5% per annum for the life of the Project.

HARVESTING AND PROCESSING

- The present day costs of harvesting, transporting to store and processing the Indian Sandalwood to clean logs are estimated by TFS Properties to be about \$2,666 (plus GST) per Sandalwood Lot.
- The Costs of Harvesting and Processing provided are an estimate. Actual Costs of Harvesting and Processing will be deducted from the Gross Proceeds of Sale prior to distribution to you.

EXCHANGE RATE

- The Tamil Nadu auctions are conducted in Indian Rupee and the price of Indian Sandalwood oil is given in US Dollars. It is not reasonable to forecast exchange rate fluctuations between the Australian dollar and the Indian Rupee or US Dollars. A Grower should, however, be aware that exchange rate fluctuations can either positively or negatively affect the Gross Proceeds of Sale from a Sandalwood Lot in Australian currency terms.

COST INCREASES

- The Annual Fee and Rent will be indexed at a fixed rate of 3% per annum to provide certainty to you as to future cash requirements.

RECOVERY OF GST

- You are deemed by the ATO to be carrying on a business, and as such are eligible to register for GST purposes. Registering for GST purposes will enable you to reclaim any GST paid in relation to the Project within the year that it is paid.



TFS MANAGES RISKS THROUGH GOOD FORESTRY PRACTICE RELATING TO LAND PREPARATION, WEED CONTROL, NURSERY MANAGEMENT, PEST CONTROL AND FERTILISER APPLICATION.



RISKS AND SAFEGUARDS

RISKS AND SAFEGUARDS

An investment in this Project is long term, and may be affected adversely by unforeseen events, or events beyond the control of the Responsible Entity. Where possible TFS works to safeguard against risks.

Set out below are some of the specific and general risks which the Responsible Entity believes should be considered by potential investors when deciding whether to apply for Sandalwood Lots.

AGRICULTURAL RISKS

FIRE

Like many agricultural projects, there is a risk of fire over the dry months, although existing Projects have not experienced any damaging wildfires. TFS Properties (via TFS) will adopt fire prevention measures outlined in the Plantation Management Agreement and recommends that all Growers insure their Sandalwood Lots. Plantation staff are equipped with light duty fire-fighting equipment and are given training in fire prevention and fire fighting. Existing Projects have not experienced any damaging wildfires.

CLIMATE

The Plantations are located near the inland town of Kununurra. Due to the distance from the coast, the majority of land around Kununurra is not subject to cyclonic building restrictions. It is generally expected that cyclonic activity in the region will dissipate to a rain-bearing depression due to the area's distance from the coast. Existing Projects have not experienced any cyclones or cyclone damage.

Thunderstorms and strong winds represent a risk in the region and can result in damage to the trees. To limit this risk the Responsible Entity follows a policy of planting host species along the more exposed edge of the Plantations.

Other climate related risks include drought, frost, hailstorm, flooding and long term climate change. The occurrence of such events has the potential to be detrimental to the survival of the Plantation and may affect the success of the Project.

OTHER PHYSICAL RISKS

A number of other physical risks such as disease, insects and other pests can affect the Plantation. Full-time staff operate throughout the Plantation on a regular basis and any such risks will be quickly identified and remedied where possible.

TFS manages these risks through good forestry practice relating to land preparation, weed control, nursery management, pest control and fertiliser application. These objectives are outlined in the Plantation Management Agreement adopted by TFS for the management of the project.

If the Responsible Entity deems it necessary it will replant any relevant Sandalwood Lot(s) or part thereof with sufficient seedlings or Trees with the replanting fee to be paid by the Responsible Entity.

There are only a few small Sandalwood plantations that have grown to maturity in Australia. These are predominantly owned by Western Australia's Forest Products Commission ("FPC") in the Ord River Irrigation Area ("ORIA"). While this Project is based on published research on Indian Sandalwood and experience gained by TFS Properties Ltd since its first commercial planting in 1999, this is a pioneering project for commercial Sandalwood plantation forestry and may be subject to agricultural risks that are not apparent at the date of this PDS.



FINANCIAL RISKS

EXCHANGE RATE

If heartwood is exported from Australia for sale in foreign countries (such as India), then the exchange rate between the Australian dollar and the currency of sale will impact on the Project's returns to Growers. There is a risk that the proceeds of Harvest in Australian dollars may be reduced due to unfavourable exchange rate variations at the time of Harvest.

PLANTATION SANDALWOOD PRICE DISCOUNT

The price of Sandalwood will influence the financial returns of the Project. As Sandalwood gets older the amount of heartwood in the tree generally increases as does the oil content of the heartwood, resulting in higher prices (discussed in the "Project Returns" section on page 20 of this PDS). It is anticipated that Sandalwood in the Project will be harvested at age 13 and 14 years. Subsequently the heartwood harvested from the Plantation may be younger than the heartwood harvested from old growth natural forests on which international prices are based. Any considerations of the returns from this Project should factor in a discount on the current market price of Indian Sandalwood harvested from the wild.

YIELD ESTIMATES AND QUALITY

If the forecast yield is reduced due to higher than anticipated fatality rates, or lower than anticipated heartwood yields, the financial yields of this Project will be reduced. If the quantity or the quality of the oil is lower than expected this may also reduce the value of the heartwood timber.

Yield estimates given in this PDS are based largely on the FPC experimental plantation and on the extrapolation of growth rates and characteristics of other individual and small groups growing in the area. This is supported by scientific literature of Indian Sandalwood which is largely based on trees growing in natural forests.

Testing performed on 20 of the 14 year old trees from the FPC's experimental plantation showed an average oil yield of 3.15%. This oil successfully met the International Standards Organisation (ISO/DFIS 3518) for Santalum album oil (see Expert Forester's Report for further details).

INCREASED COSTS AND UNEXPECTED EXPENDITURE BY THE RE

Changes in the costs of harvesting, transporting and processing may affect the financial success of the Project.

MARKET RISKS

DEMAND AND SUPPLY FORCES

Economic changes in the supply and demand for Sandalwood may affect the price of Sandalwood. The wealth of consumers, the availability and price of substitutes and consumer tastes are just some of the factors affecting the demand for Sandalwood. Other factors that may affect the price and sale of Sandalwood include trade policies of importer countries, the development of private plantations and difficulties accessing markets.

NEW TECHNOLOGIES

New technologies may be introduced which allow synthesis of an exact substitute of Indian Sandalwood oil which may in turn lead to a decrease in the demand for, or price of, natural Indian Sandalwood oil.



NO BUY BACK RIGHT AND LIMITATIONS ON TRANSFERABILITY

Growers are advised that while there is the provision for a secondary trading market for immature forestry Managed Investment Schemes, there remains a risk of there being limited or no liquid secondary market for Sandalwood Lots.

Growers do not have the right to require TFS Properties to purchase their interests. Any sale of Sandalwood lots will be subject to the provisions set out in the Project documents.

REGULATORY RISK

COMPLIANCE WITH LAWS

There is a risk that this PDS or the Responsible Entity's Australian Financial Services Licence may be withdrawn by ASIC due to non-compliance with the Corporations Act, or the Project's Constitution or Compliance Plan. Should this occur, TFS Properties may be required to refund Applications, replace the Responsible Entity or terminate the Project.

TAX PROVISIONS AND DEDUCTION

Current taxation rulings, tax legislation and the ATO Product Ruling in respect to the Project have been used as the basis for the taxation implications of the Project. The legislation and interpretation of taxation rulings could change.

The Commissioner of Taxation will be bound by the ATO Product Ruling issued in respect to this Project. Provided the Project is carried out in accordance with the requirements of the ATO Product Ruling, Growers should be eligible for the tax benefits outlined in the ATO Product Ruling, however there remain the risks of disallowance of the anticipated tax deductions or failure by the Grower to obtain tax deductions in the year of application.

GENERAL

Other regulatory risks include:

- (a) failure to obtain the necessary approvals required to operate the Project;
- (b) changes in government and regulatory legislation and requirements which affect the Project; and
- (c) failure to obtain or maintain adequate access to the required infrastructure such as irrigation, power and transport.

MANAGEMENT RISKS

LOSS OF KEY PERSONNEL

The loss of key personnel may affect the success of the Project. To mitigate this risk, TFS Corporation has implemented a staff share incentive program to limit staff turnover. TFS has recently expanded its professional forestry team helping to mitigate this risk through shared knowledge amongst team members.

INSOLVENCY OF THE RESPONSIBLE ENTITY, MANAGER

The insolvency of the Responsible Entity or the Manager may result in the suspension or termination of the Project if no suitable replacement can be located.

OTHER GENERAL RISKS

Over the duration of the Project, there is a risk that the success of the Project may be adversely affected by unforeseen political, economic or social events or natural disasters. Such force majeure events may excuse the Responsible Entity or the Manager from complying with the Constitution or the Lease and Management Agreements to the extent that they are prevented from doing so by the force majeure event.

For further explanation of key investment risks associated with the Project please refer to the agricultural risks set out in the Expert Forester's Report on page 46 of this PDS.

RETURN ASSUMPTIONS

Return assumptions in respect of a project that will continue for 14 years after planting are subject to significant uncertainties, many of which are outside the control of the Responsible Entity and its Directors. You should make your own assessment of the Project based on the information set out in this PDS and based upon advice from your financial adviser.

THE TFS SANDALWOOD PROJECT 2009 OFFERS A NUMBER OF INVESTMENT OPTIONS FOR INVESTORS INCLUDING ANNUAL INVESTMENT, ANNUAL DEFERRED INVESTMENT OR JOINT VENTURE – ANNUAL INVESTMENT.



INVESTMENT OPTIONS

ANNUAL INVESTMENT OPTION

After payment of the Establishment Fee, you elect to pay the ongoing Annual Fee and Rent on an annual basis through the life of the Project. The ongoing Annual Fee and Rent should be tax deductible when incurred.

ANNUAL DEFERRED INVESTMENT OPTION

You pay the Establishment Fee with the Application, but do not elect to pay any further ongoing Annual Fee and Rent in any year during the life of the Project.

In making the decision not to pay the ongoing Annual Fee and Rent, you are effectively requesting TFS Properties to make these payments on your behalf. In exchange for making these payments, TFS Properties will receive the Annual Deferred Investment Option Fee, which is an additional share of the Gross Proceeds of Sale at Harvest for each year in which you elect to defer payment. That additional share will range from 1% to 3% plus GST depending on the financial year in which the election is made. See Table 1 on page 29 (under the Heading "Service Fees") for the percentages of Gross Proceeds of Sale which TFS Properties will receive in respect to an election to defer payment of Fees in any particular financial year.

In the unlikely event of total destruction of your Sandalwood Lot (refer to Project Details on page 14 of this PDS), if you have not elected to pay part or all of the ongoing Annual Fee and Rent you will be liable to pay 55% of all the Annual Fee and Rent, for all years prior to the total destruction event, that would otherwise have been paid if you had taken the Annual Investment Option.

Note – The Annual Deferred Investment Option does not apply to Joint Venture Growers.

JOINT VENTURE GROWERS – ANNUAL INVESTMENT OPTION (Minimum of 2 Sandalwood Lots)

This feature allows you to share your investment with a third party, with a decision to share to be nominated upfront on the Joint Venture Growers' Application Form attached to this PDS.

In terms of Product Ruling PR2009/5 Investors wishing to participate in this Joint Venture Option are required to invest in a minimum of two Sandalwood Lots.

You may participate in the Project in a joint venture with another party. At the time of Application you ('Initial Grower') may split the investment with another party ('Secondary Grower') by both of you completing the Joint Venture Growers' Application Form on page 91 of this PDS. The arrangement will operate as a joint venture in that you take responsibility for the Establishment Fee component of the investment, whilst the other party is responsible for the ongoing Annual Fee and Rent in respect of the Annual Investment Option.

You will both be entitled to the Net Proceeds of Sale and be responsible for Fees payable to the Manager (such as the Incentive Fee) divided between you on a commercial basis.

TFS will split the Net Proceeds of Sale and pay these proceeds directly to both you and the Secondary Grower.

Note – you must pay the ongoing Annual Fee and Rent for Joint Venture Growers Option.

AVAILABILITY OF FINANCE

Finance for Establishment Fees is available from the preferred financier MIS Funding No. 1 Pty Ltd or Arwon Finance Pty Ltd. All loans are made on commercial terms and are on a full recourse basis secured against the borrowers' interest in the Project and Sandalwood Trees.

Enquire at TFS for an application form setting out interest rates, terms and conditions of loans, and eligibility criteria.

Further information is available on the website www.fsltd.com.au in the "MIS Investor" section.



FEES AND OTHER COSTS

DID YOU KNOW?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your fund balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs. You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the fund or your financial adviser.

TO FIND OUT MORE

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investment Commission (ASIC) website (www.fido.asic.gov.au) has a managed investment fee calculator to help you check out different fee options.

The following table shows fees and other costs that you may be charged in relation to an investment in the Project. These fees and costs may be deducted from your money, from the returns on your investment or from the Project assets as a whole.

All amounts shown are inclusive of GST (unless specifically stated) and net of any applicable reduced input tax credits available.

The table must be read in conjunction with the notes on fees and costs set out below the table under the heading "Additional Explanation of Fees and Costs".

For each year of the Project you can elect to pay the ongoing Annual Fee and Rent on an annual basis throughout the life of the Project.

Note You will receive a smaller return if you do not elect to pay your annual obligations

You should read all the information about fees, and costs contained in this PDS because it is important to understand their impact on your investment.

Fees, and costs for the particular investment options for the life of the Project, including payment dates, are also set out in Tables 3A and 3B.

TABLE 1 – FEES AND COSTS TEMPLATE

TYPE OF FEE OR COST	AMOUNT		HOW AND WHEN PAID/GRANTED
	Annual Investment Option	Annual Deferred Investment Option	
Fees when your money moves in or out of the fund			
Establishment Fee			
The fee to apply for an investment in the Project.			The whole of the Establishment Fee is due and payable by the Grower to the Responsible Entity upon the Grower executing and returning the Application Form to the Responsible Entity.
For Applications of:			The Grower may elect to:
• between 1 and 5 lots inclusive:	\$12,925 per lot	\$12,925 per lot	(a) pay the whole of the Establishment Fee upon Application; or
• 6 lots or more:	\$12,375 per lot	\$12,375 per lot	(b) pay 20% of the Establishment Fee upon Application and the remainder in instalment(s) within 12 months after Application but prior to 30 June of the following financial year as agreed by Arwon Finance Pty Ltd (the '12 Month Interest Free Loan Option).
Registration Fee			
Fee for caveat to be lodged with Landgate to register interests in a Grower's Sandalwood Lots	\$75 per Application	\$75 per Application	Payable by Responsible Entity upon registration of interests in Sandalwood Lots shortly after Application.

TYPE OF FEE OR COST Fees, equity interest when your money moves in or out of the fund	AMOUNT		HOW AND WHEN PAID/GRANTED
	Annual Investment Option	Annual Deferred Investment Option	
Contribution Fee			
Not applicable as no additional contributions to the investment are made after Application.	Not applicable	Not applicable	Not applicable
Withdrawal Fee			
Not applicable as Growers are not entitled to withdraw from the Project.	Not applicable	Not applicable	Not applicable
Termination Fee			
The fee to close your investment.	Not applicable	Not applicable	Not applicable
Management costs			
Annual Fee This fee covers ongoing annual costs of the Project. Please refer to sub-section (b) for further details.	\$1,100 per lot ¹	Not applicable	Under the Annual Investment Option, the Annual Fee and Rent are invoiced to the Grower on 1 January of years 1 to 12 of the Project.
Rent Please refer to sub-section (c) for further information	\$220 per lot ¹	Not applicable	Under the Annual Deferred Investment Option, the Annual Fee and Rent are not paid under the Annual Investment Option (see below under Service Fees – “Costs of Annual Deferred Investment Option”).
Harvesting and Processing Fee (estimated) Please refer to sub-section (d) below for further details.	\$2,666 (plus GST) per lot	\$2,666 (plus GST) per lot	Deducted from the Grower’s Gross Proceeds of Sale prior to distribution of the Grower’s proceeds from the Project.
Selling and Marketing Fee Please refer to sub-section (e) below for further details.	5% of Gross Proceeds of Sale (plus GST)	5% of Gross Proceeds of Sale (plus GST)	Deducted from the Grower’s Gross Proceeds of Sale prior to distribution of the Grower’s proceeds from the Project.
Incentive Fee An amount payable to the Responsible Entity by reference to the performance of the Project.	30% (plus GST) of the amount (if any) by which the actual Net Proceeds of Sale exceed the Target Net Proceeds of Sale.	30% (plus GST) of the amount (if any) by which the actual Net Proceeds of Sale exceed the Target Net Proceeds of Sale.	Deducted from the Grower’s Net Proceeds of Sale prior to distribution to the Grower. Please refer to sub-section (g) below for further details.
Service fees			
Annual Deferred Investment Option	Not applicable	The percentage of Gross Proceeds of Sale to be paid to the Responsible Entity at Harvest will depend on the financial year in which the Grower does not elect to pay the ongoing Annual Fee and Rent: Years 1 – 2: 3% plus GST Years 3 – 6: 2% plus GST Years 7 – 12: 1% plus GST	If applicable, costs of the Annual Deferred Investment Option are deducted from the Grower’s Gross Proceeds of Sale upon Harvest of the Sandalwood Lots.
Insurance Fee			
The fee payable by Growers who have requested the Responsible Entity to obtain insurance on their behalf. Note that all Growers who have obtained finance for their investment through the preferred financier MIS Funding No.1 or Arwon Finance must obtain insurance in respect of their Sandalwood Lots. Please refer to sub-section (f) below for further details.	Payment of annual insurance premium to an external provider (arranged by the Responsible Entity).	Payment of annual insurance premium to an external provider (arranged by the Responsible Entity).	Payable at the time the insurance is effected on behalf of the Grower by the Responsible Entity.
Switching Fee			
The fee for changing investment options.	Not applicable	Not applicable	Not applicable

Notes:

1. Annual Fees and Rent are subject to a fixed increase of 3% per annum.



ADDITIONAL EXPLANATION OF FEES AND COSTS

The costs to participate in the Project are explained below. One Sandalwood Lot covers an area of one sixth of a hectare.

A. ESTABLISHMENT FEE

The Establishment Fee covers costs of seed acquisition and propagation of seedlings, ground preparation, weed control, planting, fertilising, irrigation costs, and other plantation requirements.

In respect of the Establishment Fees set out in the previous tables, the prices quoted apply to all of the Sandalwood Lots purchased for that particular Application. As an example, if you were to apply for 6 lots (i.e. one hectare) under the Annual Investment Option then you will be required to pay \$74,250 (that is, 6 lots at \$12,375 per lot) (including GST).

Upon executing and returning an Application Form, you acknowledge that the whole of the Establishment Fee is due and payable to the Responsible Entity. However, you may choose one of the following payment options in respect of satisfying the Establishment Fee:

- (a) pay the whole of the Establishment Fee upon Application; or
- (b) pay 20% of the Establishment Fee upon Application and the remainder in instalment(s) within 12 months after the Application but prior to 30 June of the following financial year as agreed by Arwon Finance Pty Ltd (the 12 Month Interest Free Loan Option).

Arwon Finance Pty Ltd will monitor the level of Applications received under the 12 Month Interest Free Loan Option and is not obliged to accept all 12 Months Interest Free Loan Applications. Further, Applications for the 12 Month Interest Free Loan Option will be reviewed on an Application by Application basis.

If you choose the 12 Month Interest Free Loan Option, you must complete and return the 12 Month Interest Free Loan Option Application Form on page 95 of this PDS together with the Growers Application Form and return to TFS Properties Pty Ltd. Approval or otherwise of the terms and conditions for the 12 Month Interest Free Loan will be issued direct from Arwon Finance Pty Ltd.

Arwon Finance Pty Ltd may charge you interest on overdue amounts at a rate of 10% per annum calculated on a daily basis from the due date until payment is received.

Under the Loan Agreement you charge all your rights, title and interest in your Sandalwood Lot(s) and in the Lease and Management Agreement in favour of Arwon Finance Pty Ltd as security for payment of amounts due under the Loan Agreement and the performance of your duties under the Lease and Management Agreement.

You may elect to pay the balance of the Establishment Fee owing early by notifying Arwon Finance Pty Ltd. No charges for early payment will be incurred.

If you do not pay the required instalments pursuant to the Loan Agreement, then provided Arwon Finance Pty Ltd has given you 14 days written notice to remedy the situation and payment has still not been made, the balance owing under the Terms Loan will become immediately due and payable. Arwon Finance Pty Ltd may also take legal proceedings to recover the amount, resume all right title and interest which you had in your Sandalwood Lot(s), or do anything which an owner of the Sandalwood Lot(s) is entitled to do under the Lease and Management Agreement.



B. ANNUAL FEE

The Annual Fee covers ongoing annual costs of the Project which will include weeding, pruning, irrigation, growth and yield measurements, pest control and management overheads.

The Annual Fee will be charged six months in arrears and 6 months in advance on 1 January each year (commencing on the 1 January immediately following the Establishment Period).

For example, if you invest on or before 30 June 2009 the Sandalwood Lot will be planted within 18 months of the Commencement Date (e.g. At the latest by 31 December 2010), and the first Annual Fee will be invoiced on or about 1 January 2011 with the subsequent Annual Fee invoiced on 1 January in each following year during the term of the Project. The Annual Fee will be levied for services rendered 6 months in arrears and 6 months in advance. Subsequent Annual Fee will increase at a fixed rate of 3% per annum throughout the life of the Project.

The Annual Fee is paid from Year 1 (i.e. the year after the Establishment of the Sandalwood Lot) to Year 12 (i.e. payable for 12 years in total).

The Annual Fee for one Sandalwood Lot is \$1,100.

C. RENT

Rent will be charged 6 months in arrears and 6 months in advance on 1 January each year at the same time as the Annual Fee.

Rent for one Sandalwood Lot is \$220. Second and subsequent Rent charged will also escalate at a fixed rate of 3% per annum through the life of the Project.

Rent is payable from Year 1 (i.e. the year after the Establishment Period) to Year 12 (i.e. payable for 12 years in total).

D. HARVESTING AND PROCESSING FEE

The present day costs of harvesting your Indian Sandalwood, transporting it to store and processing it has been estimated by TFS at about \$16,000 (plus GST) per hectare (6 Sandalwood Lots). It should be noted that this is an estimate, and actual Costs of Harvesting and Processing will be charged on a per Sandalwood Lot basis, whether these are more or less than the estimated figure provided above.

You have the right to elect to take your own Sandalwood timber (see Election to Collect Sandalwood on page 17). In the event that you elect to take your own Sandalwood, you must pay the Costs of Harvesting and Processing prior to being able to collect it.

The current Harvest plan is to remove 20% of the wood in Year 13 and the remaining 80% in Year 14. However the plan may be adjusted as required based on the demand for Sandalwood in that year, price and an assessment of heartwood yields.

E. SELLING AND MARKETING FEE

TFS Properties will be paid a Selling and Marketing Fee of 5% (plus GST) of the Gross Proceeds of Sale. The Selling and Marketing Fee is to pay for selling and marketing services and will be deducted from the Gross Proceeds of Sale prior to distribution if you have elected to have TFS Properties market and sell your produce. Any additional costs incurred by TFS Properties associated with transportation of the wood to market or any costs associated with any procedure to prepare the cleaned logs to a particular buyer's requirements or the requirements of a particular market will be recoverable by it from you as and when such costs are incurred.

F. INSURANCE

TFS Properties will insure the Trees in the nursery and when planted on your Sandalwood Lot against fire for 90% of their value at its cost until the end of the Establishment Period. If you wish to take insurance cover from this point you will be responsible for effecting your own insurance. If you are indebted to MIS Funding No.1 or Arwon Finance for loans made for fees due under the provisions of the Lease and Management Agreement or this PDS you are required to take out insurance.

TABLE 2 – EXAMPLE OF ANNUAL FEES AND COSTS – ANNUAL INVESTMENT OPTION

EXAMPLE – the Annual Investment Option		BALANCE OF \$50,000.
(This figure is used to facilitate comparisons with other managed investment products and is the equivalent of an Application for 4.25 Sandalwood Lots. Please note that this figure is used for illustrative purposes only and Applications for fractions of Sandalwood Lots will not be accepted).		
Annual Fee	\$1,100 per lot	For every \$50,000 you have invested in the Project you will be charged the Annual Fee of \$4,545 each year.
Rent	\$220 per lot	For every \$50,000 you have invested in the Project you will be charged Rent of \$909 each year.
Cost of fund	\$1,320 per lot	If you had an investment of \$50,000 at the beginning of the year you would be charged fees of: \$5,454 pa indexed annually by 3% What it costs you will depend on the investment option you choose.

G. INCENTIVE FEE

The Responsible Entity will deduct a Fee of 30% (plus GST) of the amount (if any) by which the actual Net Proceeds of Sale realised exceed the Target Net Proceeds of Sale.

The Incentive Fee is included in the Management Costs part of the Fees and Costs Template in Table 1.

The Target Net Proceeds of Sale is set at \$200,000 per Sandalwood Lot in accordance with the terms of the Lease and Management Agreement. The Target Net Proceeds of Sale is set at \$200,000 per Sandalwood Lot in future dollar terms. This means, in an inflationary environment, \$200,000 is a lower Target Net Proceeds of Sale than \$200,000 represents in value today.

H. REGISTRATION FEES

TFS Properties will arrange to lodge a caveat with Landgate to protect your interest in your Sandalwood Lots.

I. COST INCREASES

Rather than subject your annual costs (Annual Fee and Rent) to changes in Australia's Consumer Price Index, TFS Properties has chosen to fix these costs at a rate of increase of 3% per annum, thereby providing certainty for you as to future Fee levels.

EXAMPLE OF ANNUAL FEES AND COSTS FOR THE ANNUAL INVESTMENT OPTION

The following table gives an example of how the fees and costs in the Annual Investment Option can affect your investment over a 1 year period. You should use this table to compare the product offered under this PDS with other managed investment products.

TABLE 3A: ANNUAL INVESTMENT OPTION (ONE SANDALWOOD LOT)

Project Year	Est. period															
	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Financial Year Ending 30 June	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Invoice Date	by 30-Jun-09	1-Jan-10	1-Jan-11	1-Jan-12	1-Jan-13	1-Jan-14	1-Jan-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
Fixed Cost Escalation	3%	100%	103%	106%	109%	113%	116%	119%	123%	127%	130%	134%	138%	143%	147%	
Grower Costs (GST Inclusive)																
Establishment Fee	12,925															
Annual Fee		1,100	1,133	1,167	1,202	1,238	1,275	1,313	1,353	1,393	1,435	1,478	1,523	–	–	
Rent		220	227	233	240	248	255	263	271	279	287	296	305	–	–	
Total Costs	12,925	1,320	1,360	1,400	1,442	1,486	1,530	1,576	1,623	1,672	1,722	1,774	1,827	–	–	
GST Rebate	1,175	120	124	127	131	135	139	143	148	152	157	161	166	–	–	
Grower Cashflow (Exclusive of Tax, Finance, Revenue Returns)	11,750	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613	1,661	–	–	

Notes (Annual Investment Option):

- Assumes Grower is resident in Australia for tax purposes and has invested in one Sandalwood Lot.
- Annual Fees and Rent have been provided in Table 1 of this PDS in Australian dollars as at 30 June 2009. Fixed price escalation of 3% per annum commences from the end of the Establishment Period.
- There is an annual election to not pay Annual Fees and Rent (See Table 3B).
- Loans from Arwon Finance are available to approved investors on Establishment Fees
- Additional costs to the above include (GST inclusive):
 - Selling and Marketing Fee of 5.0% (Plus GST) of the Gross Proceeds of Sale.
 - Incentive Fee of 30% (plus GST) of revenues over the Target Net Proceeds of Sale of \$200,000.
 - Harvest and Processing Fee (estimated) at \$2,833 per lot (in today's dollars)
 - Insurance fees where applicable
- Numbers have been rounded to the nearest whole number.
- It has been assumed that the Establishment Fee is paid on Application and not by instalments pursuant to the 12 Month Interest Free Loan Option

TABLE 3B: DEFERRED INVESTMENT OPTION (ONE SANDALWOOD LOT)

Project Year	Est.															
	0 period	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Financial Year Ending 30 June	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Invoice Date	by 30-Jun-09	1-Jan-10	1-Jan-11	1-Jan-12	1-Jan-13	1-Jan-14	1-Jan-15	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19	1-Jan-20	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24
Fixed Cost Escalation	3%		100%	103%	106%	109%	113%	116%	119%	123%	127%	130%	134%	138%	143%	147%
Annual Deferral Fee	Total 20%		3%	3%	2%	2%	2%	2%	1%	1%	1%	1%	1%	1%	0%	0%
EXAMPLE 1: ANNUAL FEES PAID YEARS 6-12																
Grower Costs (GST Inclusive)																
Establishment Fee	12,925															
Annual Fee			-	-	-	-	-	1,275	1,313	1,353	1,393	1,435	1,478	1,523	-	-
Rent			-	-	-	-	-	255	263	271	279	287	296	305	-	-
GST Credit	(1,175)		-	-	-	-	-	(139)	(143)	(148)	(152)	(157)	(161)	(166)	-	-
Total Costs	11,750		-	-	-	-	-	1,391	1,433	1,476	1,520	1,566	1,613	1,661	-	-
Total Costs Not Paid (GST excl.)			1,200	1,236	1,273	1,311	1,351									
Percentage of Gross Proceeds of Sale			3%	3%	2%	2%	2%									
EXAMPLE 2: ANNUAL FEES PAID YEARS 1-5																
Grower Costs (GST Inclusive)																
Establishment Fee	12,925															
Annual Fee			1,100	1,133	1,167	1,202	1,238	-	-	-	-	-	-	-	-	-
Rent			220	227	233	240	248	-	-	-	-	-	-	-	-	-
GST Credit	(1,175)		(120)	(124)	(127)	(131)	(135)	-	-	-	-	-	-	-	-	-
Total Costs	11,750		1,200	1,236	1,273	1,311	1,351	-	-	-	-	-	-	-	-	-
Total Costs Not paid (GST Excl.)								1,391	1,433	1,476	1,520	1,566	1,613	1,661		
Percentage of Gross Proceeds of Sale								2%	1%	1%	1%	1%	1%	1%		
EXAMPLE 3: NO ANNUAL FEES PAID																
Grower Costs (GST Inclusive)																
Establishment Fee	12,925															
Annual Fee			-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent			-	-	-	-	-	-	-	-	-	-	-	-	-	-
GST Credit	(1,175)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Costs	11,750		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Costs Not Paid (GST excl.)			1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566	1,613	1,661	-	-
Percentage of Gross Proceeds of Sale			3%	3%	2%	2%	2%	2%	1%	1%	1%	1%	1%	1%		

1. Assumes Grower is resident in Australia for tax purposes and has invested in one Sandalwood Lot.
2. Annual Fees and Rent have been provided in Table 1 of this PDS in Australian dollars as at 30 June 2009. Fixed price escalation of 3% per annum commences from the end of the Establishment Period.
3. There is an annual election to not pay Annual Fees and Rent (See Table 3B).
4. Loans from Arwon Finance are available to approved investors on Establishment Fees
5. Additional costs to the above include (GST inclusive):
 - i) Selling and Marketing Fee of 5.0% (Plus GST) of the Gross Proceeds of Sale.
 - ii) Incentive Fee of 30% (plus GST) of revenues over the Target Net Proceeds of Sale of \$200,000.
 - iii) Harvest and Processing Fee (estimated) at \$2,833 per lot (in todays dollars)
 - iv) Insurance fees where applicable
6. Numbers have been rounded to the nearest whole number.
7. It has been assumed that the Establishment Fee is paid on Application and not by instalments pursuant to the 12 Month Interest Free Loan Option



THE TFS SANDALWOOD PROJECT 2009
CAN OFFER INVESTORS TAXATION BENEFITS
THROUGH AN AUSTRALIAN TAXATION OFFICE
APPROVED PRODUCT RULING.



TAXATION

TAX DEDUCTIONS

A Product Ruling ensures that you are entitled to an allowable deduction for all Establishment Fees, Annual Fees and Rent paid.

If your Application is accepted and Application Monies are paid before 30 June you are entitled to claim a tax deduction for the Establishment Fee in the financial year in which the Application was accepted where the Establishment Services are completed within 18 months of acceptance and 70% of the Establishment Fees from all Growers is expended on direct forestry expenditure (as defined in Division 394 of the Income Tax Assessment Act 1997).

If your Application is accepted and Application Monies are paid after 30 June you are entitled to claim a tax deduction for the Establishment Fee in the financial year in which the Application was accepted where the Establishment Services are completed within 18 months of acceptance and 70% of the Establishment Fees from all growers is expended on direct forestry expenditure (as defined in Division 394 of the Income Tax Assessment Act 1997).

Interest on monies borrowed to pay for the Sandalwood Lots should be an allowable deduction in the year in which the interest is incurred for income tax purposes.

You may derive assessable income from the Project being your share of the Net Proceeds of Sale.

PRODUCT RULINGS

The Responsible Entity has applied for, and been granted, a Product Ruling PR2009/5 for this Project by the Commissioner of Taxation. Set out below is a summary relating to the Product Ruling:

A Product Ruling is a binding public ruling under the Taxation Administration Act 1953, in relation to income tax and fringe benefits tax law. A Product Ruling provides certainty for investors by confirming that the tax benefits set out in the Product Ruling are available, provided that the arrangement is carried out in accordance with the information provided to the ATO by the persons described in the Product Ruling as providing information.

The Product Ruling confirms that the relevant provisions of Part IVA of the Income Tax Assessment Act 1936 will not be applied to cancel a tax benefit obtained under a tax law covered in the Ruling. The Product Ruling granted encompasses the provision of finance by MIS Funding No.1 in relation to the Project.

The grant of the Product Ruling does not mean that the ATO sanctions this investment or gives any assurance that the production of Sandalwood is commercially viable. You should obtain individual tax and investment advice before deciding to invest in the Project.

The Product Ruling will be available from the company website and a hard copy can be obtained from the Australian Taxation Office or from the registered office.

INCOME TAX

Capital gains tax or income tax may be payable on a disposal of a Sandalwood Lot and you should consult your taxation advisers on this issue.

GOODS AND SERVICES TAX

Goods and Services Tax (GST) is applicable to the Establishment Fees, ongoing Annual Fees and Rent and income received from the Gross Sale of Proceeds at Harvest. All prices quoted are GST inclusive unless specified otherwise.

GST is a broad based indirect tax. It is tax that is charged on the supply of goods and services in Australia and on imported goods. The GST is charged at 10%.

Taxable Supplies in the Project include the sub-lease from the Lessor and the services provided by TFS Properties in accordance with the Lease and Management Agreement. This means that you will be required to pay 10% GST on payment of all services (in accordance with the Lease and Management Agreement).

Where you are registered with an Australian Business Number ('ABN') for GST purposes, you should be entitled to claim an input tax credit equal to the GST that you have paid. You may register for an ABN even if your annual turnover is or would be less than the \$50,000 registration threshold. The main implication of you not registering is that you will have no entitlement to an input tax credit for GST paid.

However as the GST is an expense incurred in deriving assessable income, any GST incurred by you as an unregistered Grower will be an allowable deduction from your assessable income in the year in which it is incurred.

The Lease and Management Agreement provides that any GST which is payable in respect of the Lease, the Fees or any other payment or service which is provided pursuant to the terms of the Lease and Management Agreement shall be paid by you.

You should obtain your own independent professional advice as to the effects of GST with respect to an investment made under this PDS.

AN ETHICAL INVESTMENT – THE ENVIRONMENT AND COMMUNITY



ENVIRONMENT

TFS believes in thinking of tomorrow by adopting a proactive strategy to environmental management.

Tropical Forestry Services Ltd has achieved accreditation for ISO 9,001 (Quality), 14,001 (Environment) and AS 4,801 (Occupational Health and Safety) and continually works towards environmental and ethical best practice.

REDUCING EXPLOITATION

Plantations provide an alternative source of Indian Sandalwood, helping to limit the rapid deforestation of wild Indian Sandalwood.

LOWERING THE WATERTABLE

Sandalwood is a deep-rooted tree that assists in lowering the watertable. This helps to combat the problem of salinity, where excessive salt in the land and water exists as a result of human activity such as crop farming.

REFORESTATION

TFS supports the protection of the Kimberley's natural ecosystems and unique environment, and provide an important habitat for local bird and wild life.

REDUCING PESTICIDES

TFS is using innovation to continually minimise the use of pesticides. By planting a tropical legume on plantations, TFS has been able to limit the use of pesticides while also effectively reducing the growth of weeds. The naturally occurring Santalols within the trees are also an effective preventative against termites and other pests.

WATER CONSERVATION

In 2006 TFS constructed a ground breaking water recycling plant on its Kununurra plantations, offering a saving of 7 billion litres of water each year. This initiative was recognised by the Western Australian Water Corporation which awarded TFS the statewide Remote and Rural Water Award.

TFS has also installed drip irrigation in some sections of its plantations and will use drip irrigation in all future plantations on its Kingston Rest property, ensuring a 90% reduction in water consumption compared with the traditional method of flood irrigation.

TFS IS COMMITTED TO SUSTAINABLE DEVELOPMENT
– DELIVERING BENEFITS TO THE COMMUNITY
AND ENVIRONMENT WHILE OPERATING A HIGHLY
SUCCESSFUL SANDALWOOD BUSINESS.



ETHICAL BEHAVIOUR

TFS believes that it can be part of a better world, starting with the Kimberley region.

Through an awareness and engagement of all stakeholders, TFS aims to promote a culture of respect and engage in responsible action with its workers, the community and the environment.

TFS is committed to sustainable development as a way of ensuring shared long-term benefits for the community, environment and investors.

HAPPY WORKERS

TFS has a team of qualified staff dedicated to the cultivation, management and administration of Indian Sandalwood plantations and production. Our workers receive ongoing training and rewards to support a productive and innovative work environment.

Our values:

- Respect
- Reliability
- Innovation



COMMUNITY DEVELOPMENT

With sponsorships ranging from local athletics to cultural dance events and regional festivals, TFS is a proud supporter of the diverse Kununurra community.

TFS continues to deliver economic benefits to Kununurra and the Kimberley region through employment and training programs that also help to enrich the local community with skills and expertise.

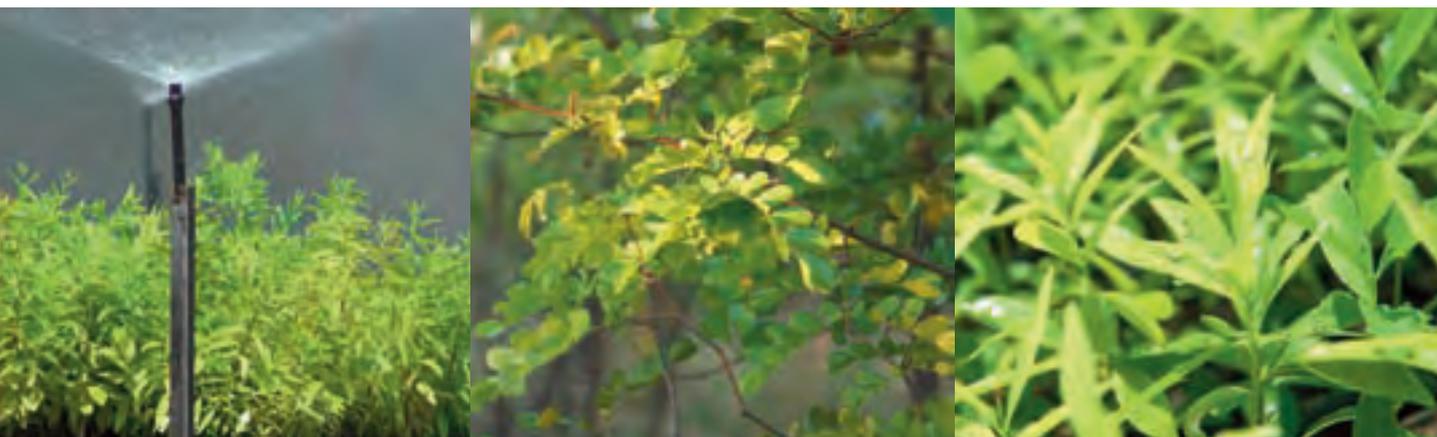
INDIGENOUS COMMITMENT

About half of the Kununurra population is of Aboriginal descent (Australia's indigenous people).

TFS works together with the region's indigenous community to maximise the social benefits and promote this unique culture.

TFS is a proud foundation sponsor of the Clontarf East Kimberley Football Academy. This innovative program is designed to promote education and good health amongst the Kimberley's indigenous youth, using the team sport Australian football as a motivational tool. By going to school, young people are able to participate in the East Kimberley Football Academy, a strategy that has dramatically increased the rates of school attendance in the region.

TFS is committed to providing work experience and employment to Aborigines in the Kimberley.



THE TFS GROUP

The TFS group aims to become the world's leading producer of sustainable, ethical and environmentally-responsible Indian sandalwood and related products, produced in a sustainable, ethical and environmentally-responsible way. The experienced team at TFS deliver first-class plantation management aimed at providing investors with the best growth, yields and returns.

TFS Values:

- Best practice management
- Ongoing research and development into Indian Sandalwood to protect and benefit Growers' investments
- Assess project risks and maintain and develop processes to limit these risks

TFS uses research, innovation and expertise to minimise the risks inherent in a pioneering project, with the aim of achieving the best possible outcome for Growers.

In addition to research into cultivation techniques TFS is active in end market development for Indian Sandalwood products.

TFS Corporation Ltd (ABN 97 092 200 854) listed on the Australian Securities Exchange in December 2004.

TFS is committed to becoming a vertically integrated Sandalwood products company and in July 2008 acquired Mount Romance, the leading global distiller of Western Australian Sandalwood oil and a producer of Sandalwood consumer products.

ABOUT TROPICAL FORESTRY SERVICES LTD

TFS was incorporated in 1997, and commenced planting commercial plantations on behalf of growers prior to 30 June 1999. Since that time it has established over 1,700 hectares of Indian Sandalwood plantations in the ORIA on behalf of 1,149 individual growers and companies associated with TFS. By 30 June 2009 a further approximately 810 hectares of Indian Sandalwood will have been planted on behalf of 1,175 growers and companies associated with TFS.

TFS is a wholly-owned subsidiary of TFS Corporation Ltd TFS has the benefit of an experienced group of Directors. For more information on the Directors refer to the Corporate Management section of this PDS.





PLANTATION MANAGEMENT

TFS will manage the Project as a contractor for TFS Properties.

TFS:

- is an experienced manager of Indian Sandalwood plantations;
- currently manages Sandalwood plantations in the ORIA covering a total area of over 1,700 hectares; and
- has qualified professional staff with experience in all relevant disciplines.

MANAGEMENT PLAN

The Plantation will be maintained in accordance with a Management Plan. The Management Plan outlines the procedures to be followed to ensure that the Project is carried out in accordance with Western Australia's Code of Practice for Timber Plantations and in a manner designed to both mitigate the Project risks and maximise the growth and yield of the Plantation. The company has obtained certification in ISO 14001:2004 (Environment), ISO 9001: 2000 (Quality) and AS4801:2001 (Occupational Health and Safety).

The Management Plan is available for review at the offices of TFS Properties.

KEY PERSONNEL

The plantation management team is made up of people experienced in forestry, with significant experience in Indian Sandalwood and horticultural issues in Kununurra. The TFS plantation management team now has over 45 full-time employees, with about one third of these holding tertiary qualifications. More details about the skills and experience of the plantation management team are contained below.

EXECUTIVE CHAIRMAN FRANK WILSON LLB

Frank is the founding Chairman, major shareholder and Chief Executive of the ASX listed TFS Group. For 16 years he held the role of founding principal and Managing Partner of the legal firm Wilson and Atkinson, which has established a reputation as a leading Australian taxation litigation and advisory law firm. Frank is an experienced businessman who has a long-standing involvement in the Managed Investment Scheme (MIS) industry. He has been an advisor to a variety of large listed public and private forestry and viticulture groups and has been appointed to the Board of Governors at the University of Notre Dame. There are few people who would have the same depth of technical and practical commercial experience in the MIS sector.

EXPERT FORESTER PETER KIMBER B SC FORESTRY (1ST CLASS HONS)

Peter is acknowledged as a leading authority on growing Indian Sandalwood in plantation. As Head of the Extensions Branch of the Forests Department of Western Australia Peter was instrumental in the planning and development of research plantations of Indian Sandalwood in the ORIA in the early 1980's. His central involvement in the Government trials continued as Principal Operations Officer of the Department of Conservation and Land Management (CALM) from 1985 to 1994. Peter brings his extensive knowledge and experience to the role of Principal Forestry Consultant to the TFS Group which he has held since 2000.

GENERAL MANAGER – FORESTRY OPERATIONS MALCOM BAKER

**B APP SCI
POST GRAD DIP APP SCI – AG**

Malcolm has extensive experience in similar plantation management roles in both Australia and Papua New Guinea. As well as a lifetime spent in agricultural industries, he possesses qualifications in both graduate and post graduate agricultural studies. Malcom has worked in management in primary production, manufacturing of agricultural products and rural input merchandising, and has extensive experience in both general management and plantation management in tropical areas. His skills in human resource management, financial planning, budgeting and work place systems and procedures assist him in coordinating and improving the Kununurra operations.

SENIOR FORESTER CHRIS DONE

B SC FORESTRY

Chris has worked for the WA Department of Conservation and Land Management (CALM) since 1985, as the Regional Manager of the Kimberley Region in charge of all National Parks, Nature Reserves and Marine Reserves. Alongside Peter, Chris was involved with planting and maintaining the original Indian Sandalwood trial plots in the ORIA. Chris joined TFS as Operations Manager in October 2005.

HEAD OF PLANTATIONS GLENN TAYLOR

B SC FORESTRY (HONS)

Glenn completed his Bachelor of Forest Science, with Honours, at the University of Melbourne in 1993 and has worked professionally in New Zealand, Canada and Australia. Glenn has senior operations management experience and has been responsible for leading large plantation establishment, protection and silvicultural programs. In 2004, Glenn was admitted as a Registered Professional Forester with the Institute of Foresters of Australia. He brings to this role skills and experience in environment, quality and safety management and has expertise fire protection.

HEAD OF DEVELOPMENT MATT BARNES

B AG SCI

Matt joined TFS in 2005. He brings a wealth of experience in tropical agriculture and has instituted a number of new programs designed to increase survival rates and reduce the need for ongoing maintenance of the Sandalwood Plantations

HEAD OF RESEARCH AND TECHNICAL SERVICES KIRK HUTCHINSON

DIP FORESTRY MANAGEMENT

Kirk joined TFS in March 2006 having had ten years primary industry experience in both Australia and New Zealand. Kirk has a Diploma of Forestry Management and is involved in overseeing the silvicultural operations of TFS.

ESTABLISHMENT MANAGER CHRIS LIDDLE

Chris has extensive experience in the MIS forestry industry. For the past 8 years Chris has worked in plantation industries in Western Australia and Queensland having established around 10,000 hectares mindful of budget and time constraints. These skills are invaluable to his new role as Establishment Manager at TFS.

PLANTATION MANAGER – RESEARCH STATION ROAD PLANTATION

JEANICE MCKOSKER

BA APP SC – AG

Jeanice is a skilled agronomist and has completed a Bachelor of Agriculture at the University of New England. She joined the TFS team in 2007 and brings with her knowledge and experience as a team leader, project manager and project coordinator obtained from a range of industries. Jeanice has developed skills working in different broad acre and irrigated enterprises, along with operating knowledge for a range of machinery.

PLANTATION MANAGER – IVANHOE ROAD DAN RAYMOND

B SC FORESTRY (HONS)

Alongside Head of Plantations Glenn Taylor, Dan completed his Bachelor of Forest Science, with Honours, at the University of Melbourne in 1993. Dan has extensive experience in tropical forestry and brings knowledge and skills in resource management, project coordination and sustainable forestry practices to this role of Plantation manager. He has worked internationally as a senior forestry consultant assessing plantation management, infrastructure expansion, carbon offsets, staff training and social and environmental sustainability.

PLANTATION MANAGER – VOYAGER PLANTATION MITCHELL FIRTH

B SC (FORESTRY)

Mitch joined TFS in early 2007 and became Plantation Manager in 2008. Mitch brings knowledge and skills to his new role, including a Bachelor of Science in forestry from the Australian National University and experience as a Committee member of the International Forestry Students Association.

LAND PREPARATION MANAGER BRETT BLUNDEN

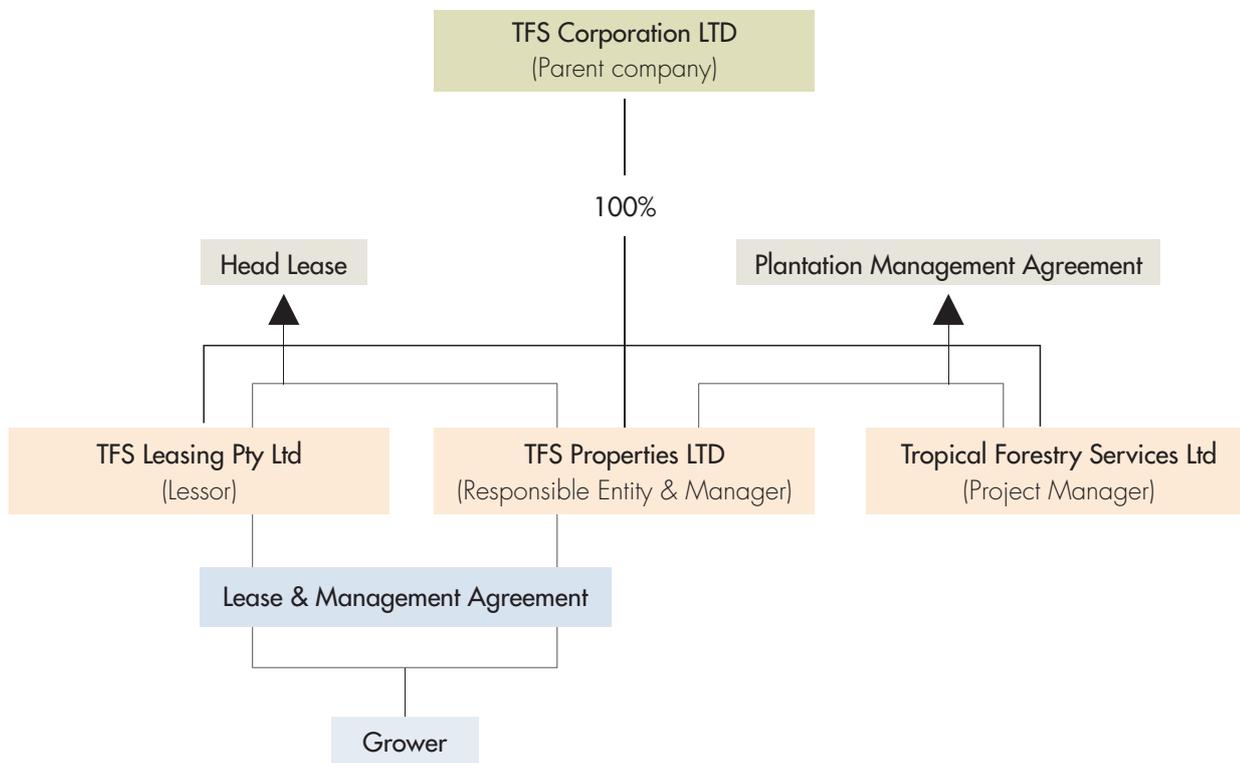
Brett has been with TFS since 2001, having commenced work in the Kununurra region in 1996. He brings invaluable regional agricultural experience.

NURSERY MANAGER GARRY SMITH

Garry is our Nursery Manager and has been with TFS working in the nursery since 2003. Garry is also experienced in the planting and establishment of Indian Sandalwood and has excellent capacity for the management and organization of large scale commercial nurseries.

CORPORATE MANAGEMENT

CORPORATE MANAGEMENT



PROJECT STRUCTURE

The TFS Corporate Group and specifically the Responsible Entity (TFS Properties) have sufficient financial backing to support the managed investment scheme and enable the Project to succeed. Group financial statements can be obtained from the annual report available on the company website.

DIRECTORS

The Directors of TFS Corporation Ltd, TFS Leasing Pty Ltd, TFS Properties Ltd and Tropical Forestry Services Ltd are persons with strong corporate, legal, and business skills, each of whom are highly experienced in company management.

The Directors, as at the date of this PDS, are:



**FRANK CULLITY WILSON
EXECUTIVE CHAIRMAN**

Mr Wilson is the founding Chairman, major shareholder and Chief Executive of the ASX listed TFS Group. For 16 years he held the role of founding principal and Managing Partner of the legal firm Wilson and Atkinson, which has established a reputation as a leading Australian taxation litigation and advisory law firm. Mr Wilson is an experienced businessman who has a long-standing involvement in the Managed Investment Scheme (MIS) industry. He has been an advisor to a variety of large listed public and private forestry and viticulture groups and has been appointed to the Board of Governors at the University of Notre Dame. There are few people who would have the same depth of technical and practical commercial experience in the MIS sector.



**IAN MACKENZIE MURCHISON
NON-EXECUTIVE DIRECTOR**

The founding shareholder and Managing Director of Foundation Capital from its inception in 1994, Mr Murchison has been closely involved with the raising of equity investment funds helping many small to medium size companies with their capital requirements. He retired as Managing Director of Foundation Capital in 2005. Mr Murchison was a Director and ultimately Chairman of Mount Romance Australia, an Albany based Australian Sandalwood oil producer. He is a Fellow of the Australian Institute of Chartered Accountants and a Member of the Australian Institute of Company Directors.



**RONALD LIONEL EACOTT
NON-EXECUTIVE DIRECTOR**

Mr Eacott is the Managing Director of Expo Document Copy Centre (WA) Pty Ltd, a leading company in the reprographic industry. Mr Eacott is highly experienced in company management having been the State Manager of Union Steel (seven years) and national Manager (New Zealand) for Elders Pastoral for a period of three years. Mr Eacott was previously the State Manager (WA) of Boral Steel and later Boral Cyclone over a period of 18 years. Mr Eacott is actively involved in the community. He is also experienced in operating managed investment schemes.



**IAN ROSS THOMPSON
DIRECTOR SALES AND MARKETING**

A former senior executive of News Corporation, Mr Thompson is a former Managing Director of Community Newspapers Perth Print and the Super League Perth. Among his achievements was the building and commissioning of a \$100 million printing works for Perth Print, a wholly owned subsidiary of News Corporation. As Director Sales and Marketing, Mr Thompson has increased MIS sales volume and revenue by over 150% since 2007.



**BLAKE WILLIAM MYLES
NON-EXECUTIVE DIRECTOR**

Since 1987 Mr Myles has been an investment adviser in Sydney, London, New York and Perth. Mr Myles has lived in Perth since August 2000 where he works as a Senior Investment Adviser at Bell Potter Securities. Mr Myles has wide experience in finance and capital markets both here and in overseas markets. He was actively involved in the float of TFS Corporation Ltd on the ASX in December 2004.



**TIM CROOT
NON-EXECUTIVE DIRECTOR**

Mr Croot holds over 39 years of experience in the agricultural industry developing a range of horticultural, agricultural, wholesaling, nursery and pastoral businesses throughout Asia. Since 1991 Mr Croot has lived in Kununurra and has been an active member of the Kununurra community, holding senior positions on a variety of regional agricultural organisations. He is now Chairman and Managing Director of a large nursery business that supplies Indian Sandalwood seedlings to the Kununurra Indian Sandalwood industry.



COMPLIANCE

COMPLIANCE COMMITTEE

TFS Properties has established a Compliance Committee as required by the Corporations Act. The responsibilities of the Compliance Committee are to monitor to what extent the Responsible Entity complies with the Compliance Plan and to report any breaches to the Directors of the Responsible Entity and in certain cases the ASIC.

The Compliance Committee comprises two external members and one representative of the Responsible Entity.

The Compliance Committee members are:

RONALD EACOTT – CHAIRMAN

Mr Eacott is the Board's representative on the Compliance Committee (biography provided above).

JOHN O'BRIEN – EXTERNAL MEMBER

Mr O'Brien is a Chartered Accountant with over 30 years experience in the accounting profession. He is also a Registered Company Auditor who has had experience in auditing a wide range of entities. Mr O'Brien has had extensive prior experience in handling investors' funds in agriculture and also acts as a member of Compliance Committees for several Indian Sandalwood managed investment schemes.

ROBERT MARUSCO – EXTERNAL MEMBER

Mr Marusco has in excess of 20 years experience in business management roles. He has a tertiary qualification in accounting and financial services.

COMPLIANCE PLAN

TFS Properties has prepared a Compliance Plan as required by the Corporations Act to ensure that it meets its obligations as a Responsible Entity and that the rights of Growers are protected. The Compliance Plan identifies the obligations under the Corporations Act, the Constitution and the Lease and Management Agreement. The Compliance Plan also identifies risks of non-compliance and establishes measures designed to address these risks. The Compliance Committee meets regularly every quarter.

EXPERT FORESTER

TFS Properties has appointed an Expert Forester, Mr Peter Kimber of Kimber Environment Services. The Expert Forester's report appears on page 46 of this PDS.

SHAREHOLDINGS OF THE DIRECTORS OF TFS CORPORATION LTD

The following relevant interests are disclosed:

- F C Wilson, who is a Director of the Responsible Entity, has a beneficial interest in 40,776,648 TFS Shares, being 21.53% of the issued capital of TFS Corporation Ltd.
- R L Eacott, who is a Director of the Responsible Entity, has a beneficial interest in 4,605,333 TFS Shares, being 2.43% of the issued capital of TFS Corporation Ltd.
- B W Myles, who is a Director of the Responsible Entity, has a beneficial interest in 2,596,700 TFS Shares, being 1.37% of the issued capital of TFS Corporation Ltd.
- I M Murchison, who is a Director of the Responsible Entity, has a beneficial interest in 59,583 TFS Shares, being 0.03% of the issued capital of TFS Corporation Ltd.

- I R Thompson, who is a Director of the Responsible Entity, has a beneficial interest in 1,070,000 TFS Shares being 0.57%.
- Tim Croot, who is a Director of the Responsible Entity, has a beneficial interest in 2,000,000 TFS Shares, being 1.06% of the issued capital of TFS Corporation Ltd.

INTERESTS OF DIRECTORS OF RESPONSIBLE ENTITY

The Responsible Entity is a wholly owned subsidiary of TFS Corporation Ltd and therefore Directors do not hold any shares in the Responsible Entity directly. Directors' interests in TFS Corporation Ltd are disclosed in the Corporate Management section of this PDS. The Directors of the Responsible Entity may receive Director's Fees from the Responsible Entity's own funds.



EXPERT FORESTER'S REPORT

EXPERT FORESTER'S REPORT



KIMBER ENVIRONMENT SERVICES

ABN 39 703 774 980

29 Turnberry Way, Pelican Point, Bunbury, Western Australia 6230
Phone/Facsimile (08) 9724 1090

The Directors

Tropical Forestry Services Ltd.

254 Adelaide Terrace

Perth, Western Australia 6000.

Gentlemen,

This report has been prepared for inclusion in a Product Disclosure Statement to be issued by TFS Properties Ltd. (The Responsible Entity) in respect of the establishment and ongoing management of a plantation of Indian sandalwood (*Santalum album*) in the East Kimberley Region of Western Australia in 2010.

It has been researched and prepared by Peter Kimber of Kimber Environment Services (the Consultant), a forest and environmental consultancy service that specializes in tropical tree plantations. The Consultant has a first class honours degree in forestry supported by more than 50 years experience in forest planning, management and research gained in East Africa and in Australia.

The Consultant has been closely involved in the research and development of nursery and plantation techniques for the successful cultivation of Indian sandalwood since the mid 1980's.

Kimber Environment Services is retained by Tropical Forestry Services Ltd., an entity associated with TFS Properties Ltd., as a Consultant to advise the company on nursery management and on the establishment and maintenance of its sandalwood plantations for which services it receives payment.

Irrigated plantation forestry for the production of Indian sandalwood is now a well established industry in the Kununurra area of the East Kimberley Region and has been practised successfully for 10 years. The research and development of the techniques to successfully grow this parasitic tree started in 1980 and was carried out by the former West Australian Forests Department and continued by its successors, the Department of Conservation and Land Management and latterly the WA Forest Products Commission. In addition, private forestry companies and Murdoch and Curtin Universities conducted their own research projects on sandalwood, supported by WA government grants. These endeavours have placed Western Australia at the forefront of world knowledge and experience in the culture of sandalwood.



THE SANDALWOOD TREE

Worldwide there are 16 species of the sandalwood plant family Santalaceae. They occur naturally in Australia, Papua-New Guinea, Indonesia, India, and in a number of Pacific island groups.

One species occurs in southern Africa. With the exception of the two sandalwood species that are harvested commercially in Australia, sandalwoods in almost all countries have been over-exploited and in some cases their populations have been reduced to a level where they may face extinction.

Indian sandalwood (*Santalum album*), which is the subject of this TFS plantation project occurs naturally in India and Indonesia, and to a very minor extent in the Northern Territory of Australia where it is believed to have been introduced by Indonesian trepang fishermen many years ago.

All sandalwoods are partially parasitic, however this parasitism is obligatory and sandalwood trees can only survive when they are able to form a union of their roots with the roots of another tree or shrub growing near them. These "host" plants provide the sandalwood with its requirements for nutrients, some metabolites and some of its water needs via the joined roots. Although catholic in their choice of hosts, Indian sandalwood will only flourish and become commercially productive when they are provided with host species that have been selected and proven in trials to be highly suited to the hosting function.

Indian sandalwood is a small to medium sized tree reaching a height of up to 20 metres in its native India. Grown in plantation for a period 14 years, the period proposed for this project, trees can be expected to reach no more than 10 meters in height and around 25cm basal diameter.

Sandalwoods are valued for the aromatic oil the tree produces in its heartwood. The yield and quality of the oil varies widely from species to species and Indian sandalwood produces oil that is superior on both counts. Indian sources quote an oil content of up to 6 percent in the lower bole and larger roots of the tree, however the average yield is lower than this. The compounds for which the oil is prized are the santalols, the levels of which are much higher in Indian sandalwood than in other species. The only other sandalwood that approaches the Indian species in productivity and quality is *Santalum yasi* which is native to Fiji. The Fijian and Indian sandalwoods are the only species that consistently meet the ISO standard for sandalwood oil.





BRIEF OVERVIEW OF THE SANDALWOOD INDUSTRY

According to Indian literature sandalwood has been traded as a highly valued commodity for a period exceeding 2,000 years. The present day international market is for heartwood billets that are used for oil extraction, and for smaller pieces containing both heartwood and sapwood. These latter products are used in the manufacture of incense sticks.

Sandalwood oil is a vital ingredient in all high quality perfumes in which it performs the function of stabilizing the highly volatile oils extracted from flowers and which give the perfumes their distinctive scents.

In India, where the widest range of uses is found sandalwood is also used for carvings (valued up to several thousand dollars each), for cosmetics and toiletries, for medicinal purposes and for flavouring chewing tobacco.

The major world producers of sandalwood today are India and Australia. The Australian sandalwood industry is based on two indigenous *Santalum* species, *S. spicatum* and *S. lanceolatum*. The former species is harvested from semi arid areas of Western Australia and some is used for oil extraction but the oil yield is only half or less that from Indian sandalwood, and the santalols content is also less than half that of the Indian species. The majority of the WA wood is used for making incense products in various forms. The Western Australian annual harvest is controlled by the state government and amounts to around 2,000 tonnes.

There is a small annual harvest of *Santalum lanceolatum* in Queensland the majority of which is exported unprocessed to Asia for burning as incense.

While demand for sandalwood has remained fairly constant the resource of Indian sandalwood in what were the main exporting countries, India and Indonesia, has declined alarmingly. Indonesia has ceased to be an exporter of sandalwood for the past few years.

In India, the resource has continued to decline in spite of state governments attempting to limit harvesting to a sustainable level. The Indian authorities appear to be unable to control the wide-scale theft of sandalwood from state forests and other lands; all sandalwood trees in India are owned by government, irrespective of the ownership of the land on which they are growing. Some estimates have put the level of illegal harvesting at several times larger than the permissible cut. So serious is the problem of illegal removal and the depletion of the resource that Indian authorities have been forced to reduce the permissible (legal) annual harvest from more than 3,000 tonnes 20 years ago to less than 1,000 tonnes today. As a result of declining availability there has been a rapid escalation in the price of the timber and the oil.

With the resource declining at such a rapid rate in India, the future for the production of sandalwood from plantations looks very bright.

THE PROPOSAL

The Responsible Entity proposes to invite subscribers to purchase an interest in timber lots that are situated on farmland in the East Kimberley Region of Western Australia and which are to be developed as irrigated plantations of Indian sandalwood. The products from the plantation may either be sold and exported as billets and pieces of sandalwood timber, or they may be processed locally to produce sandalwood oil.



THE PLANTATION SITE DETAILS

LOCATION

The proposed plantations will be established at two separate sites. The smaller site of approximately 150 hectares is situated approximately 7 kilometres north of the town of Kununurra on the Ivanhoe Plain in the Ord River Irrigation Area (ORIA). The property is accessed by the all-weather sealed Weaber Plains and Mills Roads.

The larger area is situated approximately 70 kilometres from Kununurra on the Great Northern Highway on a farm property known as Kingston Rest. The property, located on an ancient flood plain of the Dunham River was originally developed in the late 1960's as the Dunham River Pilot Irrigation Area.

SOILS

The soils of the Ivanhoe Plain property are classified as Cununurra Clays and have been proven to be the best soils in the ORIA for growing Indian sandalwood.

The soils of the proposed plantation area at Kingston Rest are predominantly clays almost identical to Cununurra Clay and will include some levy and duplex soils. All are suitable for growing tree plantations.

CLIMATE

Indian sandalwood occurs naturally in a tropical monsoonal climate that experiences a wet (or monsoon) season with heavy rainfall followed by a dry season of several months duration when little or no rain falls and when air temperatures may become very high towards the end of the season. The tropical north of Western Australia experiences this type of climate, but is somewhat hotter and drier than some of the areas in India where sandalwood grows naturally. These conditions are ameliorated in the TFS sandalwood plantations by irrigation throughout the dry season.

WATER FOR IRRIGATION

Irrigation water for the Ivanhoe Plain plantation will be accessed from Lake Argyle, a storage dam located 55 kilometres south of Kununurra on the Ord River. The dam was constructed in the early 1970's specifically to provide water for irrigating farms in the ORIA. It now incorporates a hydroelectric generation scheme that supplies power to most of the East Kimberley Region. The dam was designed to provide irrigation water for a farmed area of 70,000 hectares, while still maintaining a year round flow in the Ord River to retain the wildlife and conservation values of the river.

When full, Lake Argyle has a surface area in excess of 2,000 square kilometres and is close to 100 metres deep at the dam wall.

Water for irrigation is released from Lake Argyle, travels 55 kilometres along the natural course of the Ord River until it reaches Kununurra where it is again impounded by a diversion dam. The diversion dam raises the water to a level where it can be gravity fed to the farms on the Ivanhoe Plain.

The Kingston Rest property has its own private dam which Tropical Forestry Services has secured on a long-term lease. The dam has adequate capacity to provide water for more than 2,000 hectares of sandalwood plantation irrigated under a trickle system.

ESTABLISHING THE PLANTATIONS

SOURCES OF TREE SEEDS

The Responsible Entity sources Indian sandalwood seed from its own plantations. The trees bear seed crops from 3 years of age, and there are large enough areas of plantation of this age and greater to provide enough seed for this project and for a substantial reserve. Company policy is to have at least two years supply of seed in store when the sowing season commences. Seed of the host tree species is also collected from local plantations, and where necessary may be purchased from seed merchants. Seed of one native species is collected under licence from local wild stands of trees.

All seed is thoroughly dried and stored in a cool room at a temperature of between 5 and 10 degrees C.

RAISING THE SEEDLINGS

The Responsible Entity owns and runs its own up to date nursery which is situated on its property on Packsaddle Road. The nursery has the capacity to produce enough seedlings for 350 hectares of plantation. Additional seedlings are supplied under contract to the Responsible Entity by two commercial nurseries on the Ivanhoe Plain. Both nurseries are run by proprietors with extensive experience of raising sandalwood seedlings.

PREPARATION OF THE PLANTING SITE

The correct preparation of the land is vital to the success of the plantation. The land is initially laser-levelled to give it a gentle, uniform slope that ensures the draining of standing water following heavy rain storms, and which also provides a steady flow of irrigation water in plantations that are furrow irrigated.

The land is then cultivated into raised beds at 1.83 metre centres, and the beds are deep ripped to 50 to 70 cm depth to break up compacted soils.

CHARACTERISTICS OF THE HOST TREES

Three types of host are planted with the sandalwood. The first is the pot-host which as its name suggests is a small herb introduced into the pots of sandalwood seedlings while in the nursery. Short-term hosts are small short-lived trees or shrubs planted in the same row and close to the sandalwood seedlings. These hosts nurture the young sandalwood trees until their roots have extended far enough to join the roots of the long-term hosts; short-term hosts die a few years after planting. The long-term hosts are medium sized trees that are robust enough to survive the parasitism of the sandalwood for the life of the plantation.

THE PATTERN OF PLANTING

Only every second raised bed is planted with tree seedlings. The intervening row provides for tractor access which is essential for efficient weed control and for access for other maintenance operations. Generally, the sandalwood and long term hosts are planted in separate but adjacent rows. However, one of the long-term hosts is suitable for planting in the same row as the sandalwood seedlings and the Kununurra staff will elect to do this provided site and other factors are suitable.

Short-term hosts are planted in the same row as the sandalwood seedlings.

TREE DENSITY AND THE NUMBER OF SEEDLINGS PLANTED

The number of seedlings planted on each hectare of plantation is calculated from the estimated number of trees the site can support when trees are 14 years old and ready for the final harvest. This figure has been estimated from measurements and experience with other tropical tree crops and is specified in terms of basal area. The basal area of a crop of sandalwood and its hosts is the sum of the cross-sectional areas of all the trees on one hectare, measured at 20 centimetres above ground level (this is the standard measurement point for sandalwood).





This figure is estimated at 37.5 square metres per hectare. Half of this basal area is contributed by sandalwood trees, and half by the host trees.

The average expected basal diameter of the trees at age 14 years is 24 centimetres which equates to 0.04524 square metres basal area. The 37.5 sq. meters per hectare basal area limit equates to 830 trees per hectare at age 14.

The numbers of sandalwood seedlings to be planted on each hectare will vary from site to site and will be based on past experience. The critical factor is that enough seedlings should survive to provide a crop of approximately 420 sandalwood trees per hectare for harvesting. The number of short-term hosts that are planted is the same as the number of sandalwood. Long-term hosts may vary from a 1:1 ratio to a 0.7:1 ratio with the sandalwood seedlings depending on the species and vigour of the long-term hosts that are being used.

THE PLANTING OPERATION

Planting is carried out at the coolest time of the year in order to minimize stress to the newly planted seedlings. Planting may commence as early as April and will generally be completed by September when the weather starts to warm up. However, when using trickle irrigation (as opposed to furrow irrigation) the planting season may be extended into October provided very hot days are avoided.

Planting is carried out by hand. Holes for the sandalwood seedlings, which are much larger than the host seedlings, are dug with a spade. The host species, which are in much smaller containers, are planted using a specially designed planting stick called a "Potti-Putki"; this is a very fast and efficient way of planting tree seedlings and is widely used in forestry plantation work.

Newly planted seedlings are irrigated generally within 2 hours of planting.

MANAGING THE PLANTATION IRRIGATION

Plantations will be irrigated during every dry season until harvested in order to maximize growth rates and yields. Water will be delivered to the trees via a trickle irrigation system that has been proven to be efficient and very conservative in its use of water when applied to sandalwood plantations.

Watering will be daily for the first dry season after planting, extending to every 2 to 3 days in the second and subsequent years, the period depending on weather conditions.

Access tubes for monitoring the level of soil moisture are installed in representative compartments of each year's planted area, and are used as a guideline as to when water is likely to be needed.

WEED CONTROL

The complete control of weeds during the first dry season after planting is critical to seedling survival, health and vigour of the tree seedlings. Weed growth within the tree rows is controlled by a combination of hoeing and spot spraying of a herbicide using a shrouded sprayer. The Responsible Entity is investigating the use of pre-emergent herbicides for first year weed control as they can be applied mechanically and are far less labour intensive. Pre-emergent herbicides do not affect the tree seedlings but prevent weed seeds from germinating.

In the second and subsequent years after planting weeds are kept under control in the tractor access rows by spraying with a safe herbicide and by mechanical slashing. Some careful applications of herbicide spray may be made within the tree rows in subsequent years, particularly when the weed species are difficult to control by other methods.



PRUNING THE SANDALWOOD TREES

The valuable heartwood and oil of the sandalwood tree is located in the lower 2.5 to 3 metres of the bole (trunk) of the tree under plantation conditions. In order to maximize the growth of this most valuable part of the tree, trees are pruned to remove all the lower branches. Sandalwood has a tendency to develop in the form of a bush when the tree is young. In older trees the lower branches are shaded out and die as the canopy closes. This self pruning, which is a slow natural process, will not happen in the relatively short growing period of 14 years planned for this project. If the lower branches are left on the tree, growth that could be accruing on the bole is dissipated among the relatively worthless branches.

Pruning is carried out over a two to three year period, lifting the pruned bole length by close to a metre in height at each pruning.

PRUNING THE HOST SPECIES.

Some of the short-term host species are more vigorous than is desirable in their younger stages of growth, and it becomes necessary to prevent their competing with the sandalwood plants by the removal of the lower branches of the hosts. One of the highly successful but more vigorous of the long-term hosts also needs lateral and vertical pruning periodically to prevent it suppressing the sandalwood. This operation is carried out with a mango-hedging machine

FERTILISING

The slower growing long-term host may be given a band application of a balanced fertilizer in order to boost their growth, and the growth of the adjacent sandalwood trees by the transfer of nutrients via root unions. The optimum frequency of fertilizer applications is yet to be determined, but is likely to be the 3 to 4 year period applicable to other tree plantations.

The slower growing hosts may also be given extra irrigation in their early years.

CONTROLLING PESTS AND DISEASES.

There have been occasional instances of sandalwood trees being attacked by the water-borne fungus *Phytophthora*. These infections have been brought under control by allowing the soil to dry out longer than usual between irrigations, and by applying a specific fungicide that renders the trees resistant to infection for several years. No other pests of any serious consequence have been found on sandalwood in the plantations.

The short-term host *Sesbania* is partially defoliated seasonally by melon beetles and looper caterpillars. To the present the *Sesbania* trees have recovered with no treatment.

The Responsible Entity maintains control over insect problems by undertaking regular inspections of all plantations specifically to check populations of insects. If numbers of damaging insects reach a critical level a spraying programme may be initiated.

MAINTAINING INFRASTRUCTURES.

Access tracks, water supply channels and drains to remove excess water from wet season rainfall need ongoing maintenance throughout the life of the plantation. Maintenance operations include the periodic delving of the channels to remove silt accumulations, the digging out of drains by backhoe and the grading of access tracks. A number of herbicide spray applications are made annually to control weeds growing on these infrastructures.



ESTIMATING THE YIELD FROM THE PLANTATION

The development of heartwood in plantation grown trees in the ORIA has been found to have started in most trees by the 5th year after planting. 90 percent of a sample of 31 trees cored by the Responsible Entity in their 6th year from planting had readily detectable amounts of oil in their heartwood when analysed by the laboratories of the Institute of Wood Science and Technology in Bangalore, India. Subsequent development of the heartwood has been monitored by purchasing small numbers of privately grown sandalwood trees that were destructively sampled to their heartwood content and by a government funded study of 10 year old trees.

The Responsible Entity has been unable to acquire any trees of an age suitable for harvesting – they are exclusively government owned. As a consequence estimates of heartwood quantity and quality in trees of this age have had to be made by simple modelling from the data released by government from limited core sampling of their 14 year trees and from the Responsible Entity's own investigations.

Estimates are based on our knowledge that sapwood is converted to heartwood when it is 5 years old. Thus the heartwood core of a 10 year old tree is the same diameter as the as the whole tree was at age 5 years. Similarly the heartwood core at age 14 is the same as the total diameter of the tree was at age 9 years.

The usable heartwood core of a tree is in the form of a truncated cone, and the volume is calculated by multiplying the basal sectional area by the height of the bole and dividing the result by a "form factor". In the case of a true cone the form factor would be 0.33. For the truncated cone of usable heartwood in a 14 year old tree a factor of 0.5 is used (this is a conservative estimate; most log volumes are calculated using a form factor of 0.6).

The basal diameter of the heartwood at age 14 is expected to be 16 cm in the intensively managed TFS plantations, and the length of marketable heartwood core is expected to be between 2.5 and 3 metres. Using these data, the volume of heartwood expected in the bole of an average 14 year tree will be: basal sectional area of 201 sq. cm. multiplied by the height of 250 cm and multiplied by the form factor of 0.5 = 25.1 litres. The heartwood has a specific gravity of 0.9, so the weight of heartwood in the bole is calculated at $(25.1 \times 0.9) = 22.6$ kilograms. To add to this figure, there is additional marketable heartwood in the butt and larger roots of the tree that contribute at least 20 percent of the total heartwood weight. Taking the butt and roots into account the average 14 year old tree is estimated to produce around 27 kilograms of heartwood.

Oil quantity and quality in the heartwood is of great importance to the market. The trees sampled by the government in its 14 year old plantation had an average oil content in the heartwood of the lower bole of 3.15 percent. This is a commercially acceptable level.

Oil quality is judged mainly on the percentage of alpha- and beta- santalols it contains. In the above study of 14 year old trees, alpha-santalol varied from 44.7 to 46.7 percent and beta-santalol from 20.8 to 22.8 percent. These levels comfortably meet the International Standards Organisation's standards for Indian sandalwood oil (ISO/DFIS 3518) which are 41 to 55 percent for alpha-santalol and 16 to 24 percent for beta-santalol.

These figures are indicative of the high quality of the oil that can be expected from trees grown in this project.

HARVESTING THE CROP

The responsible Entity proposes to remove 20 percent of the sandalwood trees in the form of a thinning at age 13 years, and to remove the other 80 percent a year later when they are 14 years old.

Due to a significant portion (20% plus) of the heartwood occurring in the butt and larger roots of the tree, it will be necessary to remove the entire tree from the ground, apart from the smaller roots. The method of harvest is yet to be determined finally, but will in all probability involve excavation of the butt and larger roots. Some trial harvesting has been carried out with 7 to 8 year old trees and these were excavated using a back hoe. The butts and roots of the harvested trees were cleaned and debarked satisfactorily (as required by the industry) using a high-pressure water jet.



STAFF AND MANAGEMENT

The staff team resident in Kununurra comprises professional and field foresters, an agronomist, a forest research assistant and agricultural and nursery personnel. Each plantation unit of several hundred hectares is managed by a professional forest manager. All staff are responsible to the General Manager, Forest Operations who also resides in Kununurra and who is experienced and highly capable in the field of agribusiness/forestry project management.

In my opinion the staff have proven themselves as more than adequate to run a large sandalwood plantation project successfully.

RISKS AND RISK MANAGEMENT

CLIMATIC RISKS

The Kununurra area lies within the climatic zone of Australia that is liable to experience cyclones. However, the Western Australian Bureau of Meteorology records indicate that the coast to the north of Kununurra experiences relatively few cyclones compared with the rest of the tropical north. In practice the sandalwood plantations are situated far enough inland to avoid the full force of a cyclone which from experience will have declined to a rain-bearing depression by the time it reaches Kununurra.

Of more concern are the thunderstorms accompanied by strong winds associated with the onset of the wet season. These events are short-lived but may be violent and can result in the tops being snapped out of sandalwood trees at the edges of the plantation. To avoid this situation the Responsible Entity follows a policy of planting wind-resistant host species around the periphery of all plantation compartments.

FIRE

The Kimberley Region experiences grass fires in its natural savannah woodlands on an almost annual basis. Such fires rarely penetrate the irrigated farms and are equally unlikely to get into irrigated and well managed sandalwood plantations. However, shortly after the end of the wet season the vigorous weed growth of the wet season dries out and can become a fire hazard. This is removed by slashing and mulching as soon as the soil is dry enough to support a tractor.

Where a plantation compartment adjoins native bush, the fire risk is minimized by constructing wide fire-breaks free of flammable material, and by burning off the grass adjacent to and outside the fire-break.

Plantation staff and workers are provided with light duty fire-fighting equipment which can be mounted on the tray of a utility vehicle in a matter of minutes. Staff receive regular training in fire prevention and fire control provided by the professional forest managers all of whom are well versed in handling forest fires. A Volunteer Bushfire Brigade is active on the Ivanhoe and Packsaddle plains and is prepared to assist in the control of any plantation fires, should they arise. This service is reciprocated by Tropical Forestry Services staff who are available to assist in fire control on farming areas.



Tropical Forestry Services has purchased an 800 litre capacity water bucket for use in aerial attacks on fires. Suitable helicopters for carrying the bucket are available within Kununurra and dams are accessible to provide water in close proximity to all plantation sites. The bucket is refilled from the air without the helicopter having to land so turnaround time is very rapid.

RISING GROUNDWATER LEVELS

In common with irrigation schemes worldwide the Ord River Irrigation Area is experiencing rising ground water tables caused by leakage from water supply channels and by the over-watering of some farm crops. Ground water levels and water quality are regularly measured over the ORIA by the Western Australian Department of Water and are far from uniform over the area. In the area of the ORIA on Ivanhoe Plain to be planted for this project, the ground water is two meters and deeper below the soil surface, is reasonably stable and is unlikely to rise under the irrigation regime to be used for the sandalwood plantation. Based on evidence from hydrological studies carried out on an African mahogany plantation on the ORIA that has not been irrigated for several years, it seems probable that tree plantations will lower the ground-water table.

Limited areas of the Kingston Rest property have been subject to irrigation, and any water tables that have risen as a result will be localized and will naturally drain away to the closely adjacent Dunham River.

TERMITES

Parts of the area to be planted on Kingston Rest includes soil types that may harbour the destructive giant termite *Mastotermes darwiniensis*. The Responsible Entity has baited the planting areas, with karri pegs sunk into the ground, for a period of almost two years and no *Mastotermes* have been found. Karri timber is exceptionally attractive to this species of termite and the use of karri stakes is standard practice for detecting its presence.

Although the indications are that *Mastotermes* is absent from the area, the Responsible Entity will nevertheless establish baiting stations around each plantation compartment using the tropical tuber Cassava (*Manihot* sp.) which is highly attractive to the termite. If the Cassava plants show symptoms of termite attack they will be baited with a proven insecticide which the termites carry back to their nest which is then totally destroyed.

OTHER RISKS

Although individual trees and some trial plots of Indian sandalwood in the ORIA have been grown to the harvesting age of 14 years, they have collectively provided limited samples from which yields on a plantation scale may be calculated with a degree of precision. However, the growth and yield data from this source has been supported by the data reported in the scientific literature from India for Indian sandalwood, and from New Caledonia where a similar species *Santalum austrocaledonicum* is grown.

All the technology to be applied to the establishment and maintenance of the sandalwood plantations for this project has been developed and extensively tested locally over a period of 22 years. It has been proven also by 10 years experience in establishing plantations on a commercial scale in the ORIA. The Consultant has been closely involved in these stages of development and regards the techniques and protocols that have been developed and which will be adopted for this plantation project to be robust and reliable.



ENVIRONMENTAL AND SOCIAL CONSIDERATIONS

Sandalwood plantations, in addition to their potential for lowering water tables will benefit the Ord River Irrigation Area and the farmland of Kingston Rest in a number of environmentally positive ways. The man-made sandalwood forests will provide a new habitat for forest inhabiting birds and small mammals. Forests are not very widespread in the arid climate of the East Kimberly Region, and are confined to the fringes of watercourses and to sheltered and well watered gorges where remnant patches of rainforest still occur. Both forest types have been much reduced in area through cattle grazing and burning following European settlement.

Pesticide and fertilizer use is much more conservative in forestry than in conventional farming, and tree plantations will contribute fewer chemical residues to the drainage waters that eventually find their way back to the Ord River.

Socially the plantations will provide a greater level of year-round work compared to the highly seasonal labour demands of farming. At the same time they provide a substantial injection of funds into the local economy through the payment of wages and the purchase of goods and services.

DISCLAIMER

Kimber Environment Services has prepared this report to bring to the attention of potential subscribers to the project an overview of the activities and operations necessary to achieve a successful outcome, and to bring to their attention any risks that may arise in undertaking the project.

This report does not make comment, and does not purport to make comment on the financial, taxation and product marketing aspects of the project.

Kimber Environment Services gives no assurance or guarantee that the proposed plantation regime and its outcomes will be as predicted.

Peter Kimber, BSc (Hons. Forestry), MIFA
Kimber Environment Services.

21st April 2008



EXPERT SANDALWOOD MARKETING REPORT MARKETING REPORT



H.S. Anantha Padmanabha
Forestry Consultant

#31, AMBIKA, BSK 3rd Stage
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July 2008

Dear Sirs,

MARKET REPORT ON SANDALWOOD

This report has been prepared for the inclusion in a Product Disclosure Statement ('PDS') to be issued by TFS Properties Ltd for the TFS Sandalwood Project 2009.

I am a qualified scientist with over 35 years experience in forestry in India. I was a senior scientist at the Institute of Wood Science and Technology in Bangalore (India) from 1964 to 1998 and I was responsible for guiding research projects on sandalwood, including but not limited to techniques of growing sandalwood and disease and pests affecting sandalwood. I have co-authored books on sandalwood and have published over 125 publications in both Indian and International Journals. From 1994 to 1998 I was designated Chief Technical Advisor for sandalwood projects with the World Bank FREE project (ICFRE) in India. I am currently a Director of Karnataka Research Foundation and Advances Science Technology Transfer in Bangalore, and a consultant to Karnataka Soaps and Detergents Ltd, Bangalore, a major long-term buyer of sandalwood who manufactures sandalwood oil, billets and Mysore Sandal Soap. I have been attending sandalwood auctions to assess and buy quality sandalwood for over 9 years.

I am a suitably qualified person to provide information on sandalwood markets and prices both past and present, whilst being well placed to consider trends into the future.

I have no financial interest in TFS, with my financial arrangements limited to the provision of this report and some other general consultancy work.



SANDALWOOD – A VALUABLE COMMODITY

Sandalwood and its oil has been one of the most valuable and wanted perfumery materials in the world from the earliest times of civilisation. Powder of Indian sandalwood (*Santalum album*) heartwood, upon distillation, yields what is known as 'East Indian Sandalwood Oil' which is highly rated for its fixative properties and for its persistent, heavy, sweet, woody scents. A good fixative agent, it will also bind other odour molecules to it and impart its characteristic properties on them.

Indian sandalwood fetches the highest export price of any Indian forest product.

HABITAT AND PROPERTIES

Apart from India, *Santalum album* can be found in Indonesia, Sri Lanka New Caledonia, Fiji Islands, Philippine Islands and the Northern Territory of Australia.

In India, sandalwood is found throughout the length and breadth of the country but particularly in South India, where the states of Karnataka and Tamil Nadu account for nearly 80 percent of the total Indian resource.

HEARTWOOD FORMATION

The Indian sandalwood tree is harvested for its heartwood, which is rich in fragrant oil. The heartwood is found in the centre of the roots, trunk and major branches and is surrounded by sapwood. The formation and development of heartwood is dependent on age, growth, soil and ground moisture; and genetic factors also seem to play an important role.

I have considered the TFS Plantation Management Plans, and have reviewed the TFS plantations in May 2008. I am of the opinion that the forecast of an average yield of around 30kg of heartwood per Sandalwood tree is achievable in the plantation time frame.

The heartwood is described as astringent, bitter, antipyretic, moderately hard, heavy, durable, slow seasoning, pleasantly and strongly scented, yellow or brown in appearance, even textured (straight, close grains and uniform fibres) with an oily feel and almost free from knots. Once harvested, a sandalwood tree will need to be seasoned – that is stored – for six months or greater to provide for moisture loss. Moisture should be removed naturally rather than through heating, and hence the longer the storage, the better the natural, gradual moisture removal.

COLOUR OF HEARTWOOD AND OIL CONTENT

In trade, superiority of wood is generally judged on the basis of colour and the portion of the tree from which it is taken. Sandalwood's heartwood ranges in colour from light yellow to dark chestnut brown, with merchants preferring the light brown to yellow colour.

Colour of wood	Oil (%)	Santalol* (%)
Yellow	2.7 – 3.5	90
Light brown	2.5 – 6.0	85 – 90
Brown	About 2.5	Less than 85
Dark Brown	Less than 2.5	75 – 85

*Alcohol contained within sandalwood oil.

The price of wood will be affected both by colour and the oil content, which in turn are interrelated. Wood with higher oil content will receive a greater sale price than that with lower oil content.

I have viewed the TFS plantations, and have had analysed trees at the age of 3 years for oil, and can confirm that analyses have proven the presence of oil within those trees – earlier than would normally be found in a natural environment in India.

In April 2005 I also received from TFS core samples from 31 six year old Indian Sandalwood trees from their 1999 plantings. These were analysed at the Institute of Wood Science in Bangalore and returned very good oil yield results considering the age of the trees. In 4 cases the oil yield was over 2% which is exceptional for trees of that age. Seventeen of the samples had 0.5% oil content or better. In all but three cases evidence of oil was detected. These results auger well for the future of the Indian Sandalwood industry in the ORIA, as in India as such consistent oil indications would not be expected in trees so young.

Heartwood is contained within the trunk, butt, roots and major branches. The oil content in the butt and the roots is slightly more than in the trunk and the branches. It is said that one tonne of good sandalwood roots and butt will yield 55 to 60kgs of oil; whereas the branches would yield a lower percentage of oil. Within the tree there will be slight progressive reduction in the oil content from roots to butts to stem and ultimately to the branches.

DEMAND FOR SANDALWOOD

The demand for Sandalwood is centred on a number of markets in India and around the world.

The majority of wood is sold for export or for the extraction of sandalwood oil, however the heartwood is also used for carving and religious uses. Other products from the tree are also sold into a variety of markets in India and internationally.

FINE FRAGRANCE

Powdered heartwood upon distillation yields East Indian sandalwood oil, which is a highly priced raw material in the perfumery industry. In perfumery, it is valued for its non-varying composition and fixative properties and for its persistent heavy sweet, woody scent.

Due to the limited supply of Indian Sandalwood, the demand for oil is higher than the current levels of consumption in the global fragrance, cosmetics and aromatherapy industries.

Current exports of Indian Sandalwood oil are estimated to be less than 40,000 kg (40 tonnes) of oil per annum (which would require approximately 1300 tonnes of plantation-grown heartwood for extraction), mainly to France, the USA, the UK and the Middle East. Indian Sandalwood oil achieves a premium price of A\$2,200 per kilogram in these export markets, compared to a figure of A\$1,900 per kg in Indian markets.

The amount of oil exported today is small compared to 1970 when India officially exported over 100 tonnes of Indian Sandalwood oil (illegal quantities may have been much higher) mainly for use in the global fragrance and cosmetics industries.

It is expected that if greater supply of Indian Sandalwood oil is available from plantation sources the global fragrance, cosmetic and aromatherapy markets will use more Indian Sandalwood oil, driven by consumers in Asia and Europe who are becoming increasingly conscious and demanding of the use of only natural ingredients.





ATTARS

The production of attars consumes around 60% of India's annual supply of Indian Sandalwood oil. This is a traditional Indian industry whereby natural Sandalwood oil and flower oil are blended through a process of distillation.

The strong demand for Sandalwood oil-based fragrances in the chewing tobacco and pan masala (mouth fresheners) industries has resulted in 90% of the attars produced being consumed by these industries. When greater volumes are available from plantation sources the demand for natural fragrances and growing wealth of Indian consumers may again stimulate the use of attars as a personal fragrance.

BETEL NUT (PAN MASALA, MOUTH FRESHENERS)

Chewing flavoured betel nut (pan masala) is extremely popular in India where the pan masala industry has grown at a rate of 25 – 30% per annum over the last 30 years. Sandalwood oil is a popular ingredient in pan masala, used to add flavour and fragrance to the product. This market is expected to continue to grow over the next 5 years.

Chewing tobacco also remains a major market for Sandalwood oil in India, Southern Asia and the Middle East. Chewing tobacco is consumed by up to 20% of the population in these regions.

Due to shortages in supply some attar, pan masala and chewing tobacco companies are forced to use the oil from inferior Sandalwood species or fragrant woods to make up the estimated 120 tonnes of Sandalwood oil used by the chewing tobacco and pan masala industries. Many of these companies report that they would buy Indian Sandalwood oil if available due to its higher quality and more effective properties.

Due to the short supply of natural oil, some industries making incense sticks and pan masala (scented chewing tobacco) have also switched over to synthetics, unmindful of the harmful effects to human beings. There remains the possibility, however, that the government will regulate the use of harmful synthetics in the future.

SOAPS AND TOILETRIES

The good fixative properties of Sandalwood oil are due to its high boiling fragrant constituents and santalols (which have a high boiling range). The oil is used extensively in the cosmetics industry in the manufacture of soaps, face creams, toilet powders and air fresheners.

Between 10 and 15 percent of the total Indian Sandalwood oil produced is used in the manufacture of soaps and toiletry products. Resinoids, a product extracted in low concentrations from "spent powder", is also a valuable ingredient valued at A \$100,000 per tonne, and is used in the production of soaps and toiletries.

CARVING AND RELIGIOUS USES

Sandalwood is one of the finest woods for carving and turning to intricate workmanship. Sandalwood is used for carving idols and utility items like furniture, jewel boxes, cabinet panels, chess boards, pen holders, paper weights, picture frames, caskets, wall plaques and other curios.

It is estimated that around 800 tonnes of heartwood can be consumed by India's carving industry. Demand for Sandalwood carvings is increasing in India and internationally. It is expected that China will be a major market for finished Sandalwood carvings and for heartwood suitable for carvings. Heartwood logs suitable for carving achieve premium prices of over A\$100,000 per tonne.

Sandalwood has many important cultural uses. Sandalwood paste is smeared on the forehead during puja (prayer) and the paste is mixed with water and given as thirth (prasad). Sandalwood chips are burned in Yajna to carry scented fumes to 'God'. Sandalwood is used in the funeral pyre in Hindu culture.



INCENSE STICKS

Powdered heartwood from which the oil has been extracted is known as “spent charge” and is used in the manufacture of incense sticks, which are burned during religious ceremonies and for meditation. Incense has cultural and religious significance in Asia where it is burnt by millions of people as part of daily religious ritual, amounting to billions of sticks burned each year.

It is estimated that 10,000 tonnes of spent charge and sapwood (white chips) that is removed from the heartwood is currently used within the Indian incense market alone, with the demand for spent charge exceeding the current supply.

Spent charge is a highly saleable commodity, valued at A\$3,500 per tonne, while sapwood achieves prices of up to A\$2,500 per tonne.

MEDICINAL AND THERAPEUTIC USE

Medicinally, sandalwood is used as an antiseptic, antipyretic, diuretic, and expectorant stimulant and for treatment of bronchitis, gonorrhoea and urinary infections. Sandalwood is an important ingredient in Indian Ayurvedic medicine and Traditional Chinese Medicine, both of which are gaining popularity in western cultures. Newspaper reports suggest that the global market for medicinal plants is expected to grow to over \$5-trillion by 2050.

HARVEST OF SANDALWOOD IN INDIA

In India, the proportion of wood harvested officially is small in proportion to that illegally harvested. As the wood has become increasingly valuable the amount of wood illegally harvested has grown and this has in turn necessitated a reduction by government of its annual harvest due to concerns over sustainability.

Unfortunately, in the period since 1970 when the official government harvest was around 5,000 tonnes per annum, the harvest has dwindled to a current level of a mere 400 tonnes per annum.

However, it is estimated that the annual harvest of sandalwood is currently approximately 3200 tonnes per annum. The difference between the government harvest and the estimated annual harvest is that which is illegally harvested of approximately 2800 tonnes.

During 1958 to 1970 India was officially producing nearly 180 to 200 tonnes of oil, with the total production (legal and illegal oil) estimated to be much higher, meeting 90 percent of the world demand. Official production of Indian Sandalwood oil has fallen over the years and since 2004 has remained at a low level of 25 tonnes per annum.

The size of the illegal harvest is difficult to prove. However newspaper reports describe harvests of this size, and greater. Further there are some 20 to 30 sandalwood oil distilleries throughout India, including areas where sandalwood trees are not found. The State Governments of Kerala and Maharashtra have recently closed private sandalwood distilleries. I have visited many of these distilleries and have checked their capacities and production. I can confirm the figures total much greater than the quantity of official wood harvest.

Grave concerns are held over the sustainability of current sandalwood harvests unless the illegal harvesting can be restricted. Sandalwood is on the endangered list in India, but there has been little effort to encourage further growth.



RATE OF DEPLETION OF WORLD RESOURCE

Apart from India, *Santalum album* is found in Indonesia, Australia, Philippine Islands and Sri Lanka. Indian contribution to the world market is around 95 percent, Indonesia contributes about 2-3 percent and the rest would barely contribute 2 percent.

The rate of depletion of India's sandalwood resource is very rapid and is as a result of illicit felling, biotic interferences (such as fire, grazing, browsing and hacking) and spike disease.

The level of annual government harvest illustrates the depletion of the resource, which has been in decline over the past 13 years.

Efforts have increased to raise new plantations, with the State Government amending ownership laws to vest ownership with the plantation owner. However the Government has retained control of when the trees can be harvested, and as sandalwood offences are non-bailable the public remain cautious. The public is yet to come forward to grow sandalwood plantations to meet the demand. If they were to commence it, it will take at least another 20 years to reap the harvest.

In Indonesia there has been a sharp decline in the production of sandalwood over the past 12 years and it is estimated that there may not be any production in the current year because of a logging ban. To prevent collapse of the established industries they may have to import wood from Australia or India.

Due to high domestic demand and less supply, merchants have compromised with the alternate material from Australia, Africa, West Indies and other countries. The import of substitutes was more than 3,000 tonnes up to mid 2006. By adding Indian and imported Sandalwood the quantity of wood must have crossed over 6,000 to 7,000 tonnes however the superior qualities of Indian Sandalwood (*Santalum album*) make it the preferred ingredient.

Already the long-term supply of one substitute, *Osyris* from Tanzania and Kenya, is threatened and government regulations have been implemented in these countries to slow the deforestation.

EXPORT OF SANDALWOOD FROM INDIA

The Government of India controls the export of sandalwood and oil. Increasing domestic consumption of Sandalwood in India has reduced the quantity of oil and wood available for export.

At present sandalwood material comes from Tamil Nadu State in India. The quantity of wood auctioned every year depends on the extracted stock position. The sale of sandalwood in 2007 was reduced to 400 tonnes from 1,400 tonnes in 2003. The Tamil Nadu Forest Department has no stock of unfinished wood with which to hold regular auctions. The Indian buyers either use it for the distillation of oil or export both wood and oil to different countries after obtaining permits.

India will not be in a position to regularly produce these quantities of wood annually beyond 2 to 3 years.

The major export markets for Indian Sandalwood wood and oil are France, Taiwan, Hong Kong, Japan, Malaysia, Singapore, Dubai, South Africa, the UK and the USA, with the UK and the USA accounting for approximately 75 percent of all export sales. It is estimated that around 40,000 kgs (which would require around 1,300 tonnes of plantation-grown heartwood for extraction) of Indian Sandalwood oil is exported from India each year to Europe, Asia the Middle East and the USA, with most of this amount exported using incorrect tariff codes to avoid government restrictions.

The demand for Indian Sandalwood oil is predicted to be much higher than the current levels of consumption in export markets. International demand for Sandalwood oil is growing as an ingredient in the traditional markets of perfumes, soaps and toiletries, but also within new markets such as pharmaceutical applications, aromatherapy and natural cosmetics.



MARKETING TRENDS

From 1990 to 2007, the sale price of sandalwood in India has increased from A\$5,100 per tonne to A\$107,985 per tonne. This rise in sale price, which has become a trend over the past few years, is due to increased demand for sandalwood and its oil. It is likely that this trend will continue due to dwindling supplies.

PRICE TREND (AVERAGE)

Price trend (average)	
1990 – 1991	A\$5,100
1991 – 1992	A\$7,600
1993 – 1995	A\$9,500
1996 – 1997	A\$17,500
1998 – 1999	A\$22,200
1999 – 2000	A\$22,000
2000 – 2001	A\$30,900
2001 – 2002	A\$36,800
2002 – 2003	A\$54,600
2003 – 2004	A\$58,700
2003 – 2004	A\$58,300
Jan – 2005	A\$85,300
July – 2005	A\$93,200
April – 2006	A\$105,451
May – 2007	A\$98,390
Dec – 2007	A\$107,985

I am of the opinion that price rises which we have seen in recent years are unsustainable in the long term. Taking a very conservative approach to the price trend, an annual price increase of at least 5 percent per annum is achievable and sustainable into the foreseeable future.

INTERNATIONAL PRICE TRENDS

Prices in the regulated Indian market are lower than the prices achieved in the international market. Currently sandalwood is sold to other countries on average at A\$110,000 per tonne. Similarly the price of Indian Sandalwood oil is around A\$2,200 per kilogram on the international market.



INFORMATION ON THE CURRENT DEMAND

Evidence suggests that the current demand for Indian Sandalwood is much higher than the current consumption levels due to declining supply from India. It is estimated that the global demand for Indian Sandalwood is well in excess of 8,000 tonnes per annum supported by growth in demand in the global cosmetics, fragrance and toiletries market, plus prosperity in India and China.

Due to the lower oil content of plantation-grown trees at age 13 years, a larger quantity of plantation grown heartwood may be required to satisfy the global demand for oil, perhaps in the order of 12,000 to 13,000 tonnes of plantation grown heartwood.

In India alone the demand for Sandalwood is estimated to be 5,000 tonnes per annum to satisfy the multitude of domestic Sandalwood markets. Consumption of Indian Sandalwood (*Santalum album*) in India has fallen below 5,000 tonnes due to decreasing supply, deforestation and the lack of a sustainable plantation industry.

The supply is declining and the demand is increasing in both domestic and international markets for wood and oil. This gap between the supply and demand is expected to continue to cause ongoing price increases.

It may not be impossible to meet the growing demand of this natural essential oil if new plantations with suitable management practices are not raised elsewhere.

EFFECT OF WOOD PRODUCTION FROM AUSTRALIAN PLANTATION PRODUCERS

I have also been asked to consider the issue as to the ability of the Australian sandalwood plantation to enter the market place for sandalwood, and the potential impact on prices with their entry.

It is important to note that due to the lower oil content of plantation-grown wood (due to reduction in harvesting period), there is a greater requirement of plantation-grown heartwood than heartwood grown in the wild. For example 2,400 tonnes of heartwood grown in the wild would be required to produce 120 tonnes of oil. Around 4,000 tonnes of plantation-grown heartwood would be required to produce the same amount of oil.

I have considered that perhaps there might be 900 Hectares per annum harvested, which would equal approximately 9,000 – 10,000 tonnes of heartwood per annum.

As noted throughout this report I have estimated the market supply as currently at 3,200 tonnes per annum but diminishing, with the global demand estimated to be 8,000 tonnes (equal to around 13,000 tonnes of plantation-grown heartwood) or more, and increasing annually.

As mentioned in my future demand predictions, in my opinion the 9,000 – 10,000 tonnes per annum of sandalwood production from TFS will be easily absorbed into market at that point of time.

It is my opinion that this supply will not affect the long term pricing of sandalwood though there will need to be some marketing efforts made by the Australian producers to maximise their realisable sale. TFS has been very proactive in its marketing efforts to date which has already led to considerable interest from international buyers for TFS-grown *Santalum album* during the recent meeting on the globalisation of sandalwood held in May 2008

H.S. Anantha Padmanabha

26 July 2008

SUMMARY OF MATERIAL AGREEMENTS

This Section contains summaries of the principal terms of material agreements that relate to the Project. The material agreements are:

- (1) the Constitution;
- (2) the Compliance Plan;
- (3) the Lease and Management Agreement;
- (4) the Agreement for Sub-Lease;
- (5) the Plantation Management Agreement; and
- (6) the Head Lease.

The whole of the provisions of these agreements are not repeated in this PDS. Copies of these agreements are available for inspection at the registered office of the Responsible Entity during normal business hours.

1 THE CONSTITUTION

The Constitution establishes and governs the Project, and operates as a deed binding on all of the Growers of the Project and the Responsible Entity. In compliance with the Corporations Act, the Constitution has made adequate provisions for those matters referred to in section 601GA of the Corporations Act.

The Constitution includes provisions to the following effect:

1.1 The Responsible Entity

The Responsible Entity is appointed and agrees to act as Responsible Entity of the Project.

1.2 Application Price

To acquire a Sandalwood Lot in the Project and become a Grower an Applicant must pay the applicable Fees (referred to in the Constitution as the 'Application Price'). Refer to the "Fees, Equity Interests and Other Costs" section of this PDS for details of Application Fees.

1.3 Creating the Funds

The Responsible Entity must create an Application Fund (to hold Application Money) and a Proceeds Fund (to hold the proceeds from the sale of the Forest Produce).

1.4 Project Property

All Project Property must be held by the Responsible Entity for the Growers or alternatively by an agent appointed by the Responsible Entity. The property for each Scheme will be kept separate and distinct from the property of any other Scheme.

1.5 Complaints

The Responsible Entity must appoint a Complaints Handling Officer to deal with complaints made by Growers. The Responsible Entity must within five Business Days after receiving a complaint from a Grower, write to the complainant either to acknowledge the complaint or respond fully to the complainant in respect of the complaint made.

The Responsible Entity must attempt to respond fully to the complainant within 10 Business Days after the acknowledgement of the complaint is made by the Responsible Entity. If a complaint cannot be resolved to the satisfaction of the complainant then the complainant may proceed under the dispute resolution procedures contained in the Constitution, lodge a complaint with the Financial Ombudsman Services (FOS) or take whatever other action is open to the complainant under the general law.





1.6 Winding-Up

The Responsible Entity must wind up any Scheme or the Project or cause any Scheme or Project to be wound up in any of the following circumstances:

- (a) on the direction of the Growers in the Scheme or Project in accordance with section 601NB of the Corporations Act;
- (b) if the Responsible Entity considers the purpose of the Scheme or Project has been accomplished or cannot be accomplished in accordance with section 601NC of the Corporations Act;
- (c) a court orders the Scheme or Project to be wound up pursuant to section 601ND of the Corporations Act;
- (d) any of the circumstances set out in section 601NE of the Corporations Act apply such that the Responsible Entity is required to wind up the Scheme or the Project; or
- (e) in any other circumstances provided for under the Corporations Act.

To wind up the Project (or Scheme) the Responsible Entity must convert to money all Project Property, deduct all costs, fees, expenses and other money in accordance with the Constitution and the Corporations Act and then divide the balance amongst Growers according to each Grower's Proportional Interest in the Project (or Scheme).

1.7 Fees and Expenses

The Responsible Entity is entitled to be paid, in respect of any Scheme, from Project Property (for that Scheme) those fees provided for in the Constitution and any Lease and Management Agreement by way of remuneration for carrying out its duties and obligations under the Constitution or any Lease and Management Agreement. The Responsible Entity is entitled to be paid in respect of any Scheme, from, or reimbursed from Project Property (for that Scheme) for all costs, charges, expenses and outgoings that are incurred by the Responsible Entity in establishing, administering and/or winding up the Scheme.

1.8 Indemnity

The Responsible Entity has a right of indemnity out of the Project Property for any Scheme in respect of any liability incurred by the Responsible Entity in the performance of its duties in respect of the Scheme and all fees payable to and costs recoverable by the Responsible Entity under the Constitution or any Lease and Management Agreement in respect of the Scheme.

1.9 No Power to Borrow

The Responsible Entity does not have power to borrow for the purpose of the project or any scheme.

1.10 Application Money

Application Money is to be paid in full at the time of lodging an Application, unless the Responsible Entity exercises its discretion to permit instalment payments of Application Money.

All Application Money is to be paid by Applicants directly to the Responsible Entity who must place that Application Money in the Application Fund. Only when all of the required conditions that are outlined in the Constitution are satisfied can the Application Money be released to the Responsible Entity.

1.11 Lease and Management Agreements

The Responsible Entity must prepare a Lease and Management Agreement as soon as practicable after its acceptance of an Application. The Responsible Entity must execute the Lease and Management Agreement or Agreement for Sub-Lease for itself and on behalf of the Applicant pursuant to the power of attorney granted to the Responsible Entity by each Grower upon Application, and ensure that the Head Lessor and Lessor execute the Head Lease.



1.12 Releasing Application Money

Prior to releasing any Application Money held by the Responsible Entity, the Responsible Entity must be reasonably satisfied that:

- (a) the Lease and Management Agreement has been duly completed and executed by all parties;
- (b) the Head Lessor is the registered proprietor of all of the land that is to be sub-leased;
- (c) there is an existing lease agreement between the Head Lessor and the lessor over the land that includes the land that is to be sub-leased;
- (d) the land that is to be sub-leased is not subject to any encumbrance or restriction which detrimentally affects the interests of an Applicant and which is not disclosed in the PDS;
- (e) there are no outstanding material breaches of any of the provisions of the Constitution which detrimentally affects the interests of an Applicant; and
- (f) any minimum subscription which is referred to in the PDS has been obtained.

Upon being satisfied of the matters listed above the Responsible Entity must release the Application Money and apply it in payment of the Fees payable under the Lease and Management Agreement.

If any Application Money has not been released by the end of the calendar quarter during which the Application was made, the Responsible Entity must refund the unreleased Application Money to the Applicant within 20 Business Days of the end of that quarter.

1.13 Distribution of the Proceeds Fund to Growers

Pursuant to the terms of the Lease and Management Agreement the Responsible Entity must deposit the proceeds from the sale of the Sandalwood into the Proceeds Fund before payment of all relevant fees and expenses and distribution of the remainder to Growers.

1.14 Power and Duties

The Responsible Entity must:

- (a) perform the obligations that are imposed on it in the Lease and Management Agreements;
- (b) ensure that all services which are required of it under a Lease and Management Agreement are performed in a proper and efficient manner;
- (c) manage the business, investments and affairs of each Scheme and the Project; and
- (d) ensure any goods or services which are required to be provided or performed under the terms of the Lease and Management Agreement are provided or performed in accordance with any contractual rights of Growers and the terms disclosed in this PDS.

1.15 Limitation of Liability

To the extent permitted by law the Responsible Entity is not liable for any loss or damage to any person arising out of any matter where, in respect of that matter:

- (a) it relied in good faith on the services of, or information or advice from any person appointed by it;
- (b) it acted as required by any law; or
- (c) it relied in good faith upon any signature, marking or documents.

1.16 Appointment of Agents

The Responsible Entity may appoint any person to perform any task or carry out any services it thinks fit, but the Responsible Entity is taken to have done (or failed to do) anything that any person appointed by it has done (or failed to do) because of that appointment.

1.17 Transfer and Transmission

Assignment of interests in the Project is governed by the terms of the Lease and Management Agreement. Clause 21 of the Constitution contains details of certain administrative and procedural matters relating to assignment. Clause 22 of the Constitution deals with the transmission of the Grower's interests in the event of death, bankruptcy or mental incapacity of a Grower. All matters relating to transfer or transmission should be evidenced in writing.

1.18 Retirement and Removal

The Responsible Entity may only retire as responsible entity of the Project in accordance with section 601FL of the Corporations Act. The Responsible Entity may only be removed as responsible entity of the Project in accordance with sections 601FM or 601FN of the Corporations Act.

1.19 Register

The Responsible Entity must keep an up to date register of Growers.

1.20 Meetings

Meetings of Growers shall be held in accordance with the provisions of Part 2 G.4 of the Corporations Act and accordingly:

- (a) at least 21 days notice must be given of a meeting of the members of a registered scheme;
- (b) the nature of the business to be transacted at the meeting must be defined in the Notice;
- (c) special or extraordinary resolutions will be decided on a poll and any other resolution/s will be decided on a show of hands unless a poll is demanded;
- (d) resolutions will be passed on a poll provided that a 50% majority is exceeded; and
- (e) voting may be by Proxy or by attending the meeting.

1.21 Accounts

At the end of each financial year the Responsible Entity must prepare or cause to be prepared all reports required to be prepared by Part 2M of the Corporations Act and must send copies of those reports to all Growers.

1.22 Modification of Constitution

Subject to section 601GC of the Corporations Act, the Constitution may be modified by the Responsible Entity (provided the Responsible Entity reasonably considers that the change will not adversely affect Growers' Rights) or by special resolution of Growers.

2. COMPLIANCE PLAN

The Responsible Entity has prepared a Compliance Plan as required by the Corporations Act to ensure that it meets its obligations as the responsible entity of the Project and the rights of Growers are protected.

Part 5 C.4 of the Corporations Act states that the compliance plan of a registered scheme must set out adequate measures that a responsible entity is to apply in operating the registered scheme to ensure compliance with the Corporations Act and the constitution of the registered scheme.

The Compliance Plan includes procedures for ensuring that:

- (a) Project Property is clearly identified as Project Property and held separately from the property of the Responsible Entity and property of any other scheme;
- (b) the Compliance Committee functions properly;
- (c) the Project Property is valued at regular intervals appropriate to the nature of the property;
- (d) the Compliance Plan is audited; and
- (e) adequate records of the operations of the Project are kept.

It is a requirement of the Corporations Act that the arrangements listed above are specifically dealt with.

In addition the Compliance Plan sets out procedures in relation to:

- (a) the establishment and operations of the Compliance Committee;
- (b) the appointment of a Compliance Officer and the duties of, and reports to be prepared by, the Compliance Officer;
- (c) conduct of business issues, such as procedures in relation to insurance, income collection and distribution, promotion, pricing and distribution of the Project and Project fees and expenses;
- (d) related party issues;
- (e) appointment and monitoring of external service providers;
- (f) the handling of complaints;
- (g) the training, recruitment and experience of staff;
- (h) monitoring compliance with the conditions of the Australian Financial Services Licence held by the Responsible Entity ('Licence');
- (i) reporting breaches of the Corporations Act, the Constitution, industry standards, internal policy or the Licence conditions; and
- (k) continuous disclosure.

Copies of the Compliance Plan are available to any Grower free of charge by downloading from the company website or upon request to the Company in writing.





3. LEASE AND MANAGEMENT AGREEMENT

The parties to the Lease and Management Agreement are the Responsible Entity in its capacity as the Manager, the Lessor and the relevant Grower. The Lease and Management Agreement is divided into three main parts being:

- (a) sub-lease of the relevant Sandalwood Lot(s) from the Lessor;
- (b) management of the relevant Grower's Sandalwood Lot(s) by the Responsible Entity; and
- (c) general provisions.

The sub-lease section includes provisions to the following effect:

3.1 Grant of Sub-Lease

The Lessor grants to the relevant Grower a sub-lease of the relevant Sandalwood Lot(s) together with all improvements and fixtures, subject to any specified encumbrances.

The parties acknowledge that the Trees remain the property of the Grower, until the termination of the sub-lease in accordance with its terms, with the exception of the Seeds which remain the property of the Responsible Entity to be collected and used at its discretion.

3.2 Rent

Rent is \$220 per annum (including GST) per Sandalwood Lot and is either paid initially and/or annually. See the "Fees and Other Costs" section of this PDS, page 29, for further details on this option.

3.3 Grower's Obligations

The relevant Grower's obligations include the following:

- (a) not to use or permit to be used the relevant Sandalwood Lot(s) for any purpose other than that of commercial silviculture of Sandalwood Trees and not to use the relevant Sandalwood Lot(s) for the purpose of permanently or temporarily residing on it or for residential, recreational or tourist purposes;
- (b) at all times to manage, cultivate and work the relevant Sandalwood Lot(s) in a proper and skilful manner and according to generally accepted silvicultural methods, so as to maintain and develop the relevant Sandalwood Lot(s) for the purpose of long term commercial silviculture;
- (c) do all things reasonable to prevent the outbreak or spread of fire upon, from or to the relevant Sandalwood Lot(s);
- (d) comply with all statutes, ordinances, proclamations, orders and regulations present or future affecting or relating to the relevant Sandalwood Lot(s);
- (e) to transfer to the Responsible Entity, all of the Carbon Credits (if any) to which the relevant Grower is entitled pursuant to the terms of the Lease; and
- (f) upon the expiration or sooner determination of the Lease to peaceably surrender and yield up to the Responsible Entity the relevant Sandalwood Lot(s) clear and free of rubbish and in good and substantial repair and condition.



3.4 Lessor's Covenants

The Lessor's covenants include the following:

- (a) to give the Grower quiet enjoyment of the Leased Area during the Term;
- (b) that there are no mining tenements adversely affecting the Grower's interests; and
- (c) that all sub-leases will be in the same form or to the same effect.

3.5 Termination by the Lessor

The Lessor may terminate the Lease if the relevant Grower defaults in relation to the payment of money due and payable and the default continues for six months or the relevant Grower commits any breach or default in the due and punctual observance of any of the relevant Grower's covenants (but not in relation to payment of money) and that default is not remedied within one month of receiving written notice specifying the default and requiring it to be remedied.

The management section includes provisions to the following effect:

3.6 Appointment of Responsible Entity as Manager

The relevant Grower appoints the Responsible Entity to manage the Grower's Sandalwood Lot(s) by performing the Services (as defined in the Lease and Management Agreement) and the Responsible Entity accepts the appointment.

3.7 The Services

The services to be provided by the Responsible Entity are as follows:

Establishment Services

The Responsible Entity must supervise and manage all commercial silvicultural activities to be carried on by the relevant Grower on the relevant Sandalwood Lot(s) and must:

- (a) acquire appropriate seeds and seedlings;
- (b) carry out weed control, surveying and ground preparation of the relevant Sandalwood Lot(s);
- (c) plant on the relevant Sandalwood Lot(s), in accordance with good silvicultural and forestry practices, sufficient Sandalwood seedlings or Trees, which would reasonably be expected to produce harvestable Sandalwood within 15 years from the Commencement Date at a rate which would reasonably be expected to provide a survival rate of 433 Trees per hectare at the end of the third year after the Commencement Date;
- (d) plant on the relevant Sandalwood Lot(s) such other Trees as it may consider to be necessary to enable or encourage the growth of or to protect the Sandalwood seedlings or Trees growing on the relevant Sandalwood Lot(s);
- (e) irrigate, cultivate, tend, cull, prune, fertilise, spray as required in support of planting; and
- (f) use all reasonable measures required in support of planting by fumigating and poisoning for exterminating and keeping the relevant Sandalwood Lot(s) free from rabbits and other vermin.

Ongoing Services

The Responsible Entity must supervise and manage all commercial silvicultural activities to be carried on by the relevant Grower on the relevant Sandalwood Lot(s) and must:

- (a) irrigate, cultivate, tend, cull, prune, fertilise, replant, spray, maintain and otherwise care for the Trees as and when required;
- (b) plant on the relevant Sandalwood Lot(s) such other Trees as it may consider to be necessary to enable or encourage the growth of or to protect the Sandalwood seedlings or Trees growing on the relevant Sandalwood Lot(s);
- (c) replant the relevant Sandalwood Lot(s) or part thereof with sufficient seedlings or Trees if the Responsible Entity deems necessary, with the replanting fee to be paid by the Responsible Entity;
- (d) keep in good repair any access road or roads to the relevant Sandalwood Lot(s);
- (e) use all reasonable measures by fumigating and poisoning for exterminating and keeping the relevant Sandalwood Lot(s) free from infestation of rabbits and other vermin and to comply with the provisions of all statutes, regulations and by-laws and all amendments thereto with respect to the same, and any other statutes, rules, regulations and by-laws relating to or affecting the relevant Sandalwood Lot(s) or the Grower in respect thereof;
- (f) maintain in good repair and condition adequate fire-breaks in and about the relevant Sandalwood Lot(s);
- (g) maintain the relevant Sandalwood Lot(s) according to good silvicultural and forestry practices;
- (h) furnish to the relevant Grower reports as and when required by the Lease and Management Agreement and the Constitution;
- (i) carry out, or arrange to be carried out, the Harvest and Processing of the Trees in a manner which maximises the return for the relevant Grower; and
- (j) carry out any other obligation to be performed by the Responsible Entity pursuant to the terms of any relevant agreement entered into by the Responsible Entity for the sale of Forest Produce.

Selling and Marketing Services

The Responsible Entity must:

- (a) supervise and manage the negotiating and making, at the maximum practicable price available, sales of the Forest Yield, including entering into any sale agreement with a purchaser on such terms and conditions as the Responsible Entity considers appropriate, whether before or after the planting of the relevant Sandalwood Lot(s) occurs;
- (b) supervise and manage the writing of a marketing plan defining the current world Sandalwood market, identifying relevant markets, identifying the cultural particulars of those markets, strategising how to best access those markets, and setting the sales targets within each market;
- (c) supervise and manage the contracting of expert personnel to negotiate a sales agreement with major purchasers of Sandalwood, whether the negotiation would be in writing, by telephone, by facsimile or in person, and the payment of any applicable commissions;
- (d) maintain an international database of all potential buyers of Sandalwood in the years preceding the Harvest;
- (e) maintain contact with all potential buyers in order to keep them informed of the progress of the Sandalwood plantation and to give them due notice of the impending Harvest;
- (f) generate interest in Sandalwood as an end product so as to stimulate demand for the Forest Produce; and
- (g) educate manufacturers and retailers of Sandalwood products about the success and quality of the Western Australian grown Indian Sandalwood, so as to stimulate interest and demand for the Forest Produce.





3.8 Project Fees

The relevant Grower agrees to pay to the Responsible Entity, the fees as set out below, calculated on a sliding scale per Sandalwood Lot, as the fees for providing the Services:

3.9 Annual Investment

Number of Sandalwood Lots applied for by applicant ¹	Establishment Fee
1 – 5	12,925 per Lot
6 or more	12,375 per lot

In respect of the above table, the prices quoted apply to all of the Sandalwood Lots purchased for that particular application. Therefore as an example if you were to apply for 6 lots (i.e. 1 hectare) then you will be required to pay \$74,250 (that is, 6 lots at \$12,375 per lot).

Annual fees

Fee	1 Sandalwood Lot amount
Annual Fee	1,100
Rent ²	220
Selling and Marketing Fee	5% (plus GST)

Notes:

- The Annual Fee will increase each year at a fixed rate of 3% per annum throughout the Term. No Annual Fee will be charged in the final year of Harvest.
- The Rent will increase each year at a fixed rate of 3% per annum throughout the Term.

3.10 Annual Deferred Investment Option

Establishment Fee

Number of Sandalwood Lots Applied for by Applicant ¹	Establishment Fee
1-5	12,925 per lot
6 or more	12,375 per lot

Annual Deferred Investment Option

Financial Year of Non Election	Percentage of Gross Proceeds of Sale to which the Responsible Entity becomes entitled to in respect of that year
Years 1 – 2	3%
Years 3 – 6	2%
Years 7 – 12	1%

3.11 Termination by relevant Grower

The relevant Grower may terminate the Lease and Management Agreement at any time after any of the following events:

- a breach of the Lease and Management Agreement of a substantial nature by the Responsible Entity or the Lessor, and if the breach is capable of remedy, failure by the Responsible Entity or the Lessor (as the case may be) to remedy the breach within 28 days of receiving written notice from the Grower to do so;
- the Responsible Entity or the Lessor committing an act of bankruptcy or going or being placed into liquidation or official management; and
- the Responsible Entity being removed as responsible entity of the Project under the Constitution.

3.12 Delegation

The Responsible Entity may, for the better performance of its obligations under the Lease and Management Agreement, employ agents, contractors, professional advisers and other consultants and these persons will not be under any fiduciary duty to account to the Grower by reason only of their appointment by the Responsible Entity. Generally, delegation by the Responsible Entity of any of its functions does not release it from liability under the Lease and Management Agreement.

3.13 Right to Produce

Subject to the relevant Grower complying with all of its obligations under the Lease and Management Agreement, the relevant Grower will at all times have full right, title and interest in the Forest Produce, or Collectable Produce (as the case may be) on the relevant Sandalwood Lot(s).

3.14 Grower's Recommendations

The relevant Grower may give written notice to the Responsible Entity setting out the opinion or recommendation of the relevant Grower with respect to any matter relating to the Services or any other matter which is the subject of the Lease and Management Agreement and the Responsible Entity must give due consideration to the recommendation and use its reasonable endeavours to carry out any recommendation provided that the Responsible Entity is not obliged to carry out any recommendation which is unreasonable, impracticable, contrary to any provision of the Lease and Management Agreement, the Constitution, the Corporations Act or any other law or is not in the interests of Growers, or if there has been a change in circumstances since the date of the Grower's notice.



3.15 Responsible Entity's Report

The Responsible Entity must provide to the relevant Grower on an annual basis a report containing a review of the operations of the Project.

3.16 Sale of Sandalwood

In relation to these Growers also have not elected to collect the Collectable Produce, Grower is deemed to have irrevocably appointed the Responsible Entity as its exclusive agent for the purpose of making sales of Forest Produce.

3.17 Insurance

The Responsible Entity is obliged to obtain (at its cost) public risk insurance in relation to the Plantation for an amount not less than \$5 million. The Responsible Entity must use its reasonable endeavours to arrange (at its cost) insurance of the Sandalwood Lots up to the end of the Establishment Period against destruction or damage to the Sandalwood Lots by fire. The Responsible Entity will apply the relevant Grower's Proportional Share of insurance proceeds obtained as the result of any successful claim made under a policy of insurance against any amounts due and payable by the relevant Grower (including insurance premiums, Annual Fees, or any other amounts payable under the Lease and Management Agreement or the Constitution) before holding the balance on trust for the Grower and, as soon as practicable, paying this balance to the Grower.

3.18 Termination by the Responsible Entity

If the relevant Grower defaults in relation to the payment of money and the default continues for a period of 6 months or the relevant Grower commits a breach or default of one of the Grower's covenants (not in relation to the payment of money) and the default is not remedied within one month of the Grower receiving written notice of the default requiring it to be remedied, the Responsible Entity may terminate the Lease and Management Agreement.

The general section of the Agreement includes provisions to the following effect:

3.19 Assignment of Agreement

The relevant Grower (if it has not defaulted under the Lease and Management Agreement) may assign or transfer its rights under the Lease and Management Agreement provided:

- (a) it can prove to the satisfaction of the Responsible Entity and the Lessor that the proposed assignee or transferee is a respectable, responsible and solvent person; and
- (b) the ingoing party enters into a deed with the Responsible Entity and the Lessor in a form approved by the Responsible Entity and the Lessor, pursuant to which the ingoing party agrees to duly perform and observe the covenants and agreements on the Grower's part contained in the Lease and Management Agreement;
- (c) the assignment or transfer complies with the rules of any secondary market on which the Interests is traded.
- (d) the assignment or transfer complies with the Tax Laws Amendment (2007 Measures No. 3) Act 2007 (if applicable).

3.20 Power of Attorney

The relevant Grower irrevocably appoints the Responsible Entity as its attorney with full power in the name of the relevant Grower to do all such acts and execute all such deeds and documents which the Responsible Entity deems necessary for the purpose of complying with any duty or obligation imposed on the relevant Grower by the Lease and Management Agreement.

3.21 Authority

The relevant Grower authorises the Responsible Entity to date the Lease and Management Agreement and to complete any blank spaces in the schedule.

3.22 Payment of Stamp Duty and Registration Fees

The Responsible Entity must pay all stamp duties and legal costs payable in respect of the Lease and Management Agreement. Each Grower must pay any fees, costs or expenses to register the relevant Lease, to lodge a caveat in respect of the Grower's interest in the leased area or to lodge or register any other document that may be related to these actions or documents.

3.23 Tax

Any tax or impost (including, without limitation, GST) payable in respect of the Rent, the annual fee, the Incentive Fee or any other payment or service provided pursuant to the terms of the Lease and Management Agreement, must be paid by the relevant Grower.

4. AGREEMENT FOR SUB-LEASE

In accordance with the Constitution, if there is no Plantation land available for allotment to a Grower before 30 June 2009, the Responsible Entity may still accept an Application where it believes it will be able to arrange entry into a sub-lease on behalf of the Grower in sufficient time to perform the Establishment Services within 18 months from the date of acceptance of that Application, and in those circumstances will enter into an Agreement for Sub-lease.

In the event that the Responsible Entity is required to arrange a Sub-lease, the Sub-lease will be entered into on the material terms and conditions set out below.

4.1 Parties

The parties to the Agreement for Sub-lease will be the Responsible Entity, the Lessor and the relevant Grower.

4.2 Enter into Sub-lease

Under the Agreement for Sub-lease, the Responsible Entity must enter into a sub-lease of a Sandalwood Lot as attorney for the Grower in sufficient time for the Responsible Entity to perform the Establishment Services under the Lease and Management Agreement within the period of 18 months from the date that application is accepted. The sub-lease must in all respects contain terms and conditions that are substantially the same as that sub-lease forming part of the Lease and Management Agreement.

4.3 Lease and Management Agreement

Immediately before the sub-lease is in force and effect, the Responsible Entity must be satisfied that:

- (a) the Head Lease is valid and subsisting;
- (b) the Lessor is entitled under the Head Lease to grant the sub-lease to the Grower;
- (c) all consents that may be required have been obtained; and
- (d) the Sandalwood Lots the subject of the sub-lease are not subject to any encumbrance or restriction detrimentally affecting the Grower's interest, other than those already disclosed in the PDS.

The Grower agrees to lease the Sandalwood Lots under the sub-lease as arranged by the Responsible Entity.

4.4 Term

The Agreement for Sub-lease commences on the date of the agreement and continues until the earlier of the grant of the sub-lease to the Grower or termination of the Project.

4.5 Assignment

The Grower may only transfer, mortgage, assign or otherwise dispose of this Agreement or any of its rights or interests under it in accordance with the provisions of the Constitution.

5. PLANTATION MANAGEMENT AGREEMENT

Pursuant to this agreement, the Project Manager has agreed to perform all of the Services which are required to be undertaken by the Responsible Entity under the Lease and Management Agreement, although the Responsible Entity remains liable to the Growers for the manner in which the Services are performed.

In addition to providing the Services, the Project Manager must, amongst other things:

- (a) provide the Responsible Entity on or before 31 October and 30 April of each financial year after the end of the Establishment Period, a report containing a review of the timber operations on the Plantation during the relevant period;
- (b) make available to the Responsible Entity all of the books relating to the Project;
- (c) regularly monitor and whenever required by the Responsible Entity, report on all relevant key provisions of the Lease and Management Agreements; and
- (d) provide the Responsible Entity with an appropriate action plan to address any issues identified in any expert's reports as requiring attention.

In consideration for the Project Manager performing the Services, the Responsible Entity shall pay the Project Manager an amount of \$50,000 per hectare during the Establishment Period, and \$5,000 per hectare for each of years 2 to 13. The Responsible Entity may also pay a bonus to the Project Manager if it successfully completes the Services, provided that any such bonus be paid on reasonable commercial terms in accordance with Section 210 of the Corporations Act.

6. HEAD LEASE

Pursuant to the Head Lease, TFS Properties (as the registered proprietor of the Plantation) has agreed to lease the Plantation to the Lessor and has consented to the Lessor sub-leasing Sandalwood Lots to Growers.



ADDITIONAL INFORMATION

NUMBER OF INTERESTS OFFERED

The number of Sandalwood Lots that are available for subscription is 5,700.

MINIMUM SUBSCRIPTION

There is no minimum amount that must be raised under this PDS.

BUY BACK PROVISION

You have no right to require that your Sandalwood Lot(s) be repurchased by the Responsible Entity or any other person. If you suffer hardship you can request hardship relief.

TRANSFER OF INTERESTS

If you wish to transfer your Sandalwood Lot and ongoing obligations in its entirety to another party you should contact TFS Properties, as the consent of TFS Properties is required. The transfer is subject to the requirements of the Corporations Act, the Constitution and the Lease and Management Agreement. Further details about transferring Sandalwood Lots are set out in the Constitution and Lease and Management Agreement.

New legislation was introduced on 1 July 2007 to allow investors in forestry MIS's to trade their interests in the Scheme, provided the initial investor has held the forestry MIS interest for four years. Sales of Sandalwood Lot (s) will be subject to the rules of any secondary market on which the scheme interests are traded, together with the requirements referred to above.

INSURANCE

TFS Properties will insure the Trees in the nursery and when planted on your Sandalwood Lot against fire for 90% of their full value at its cost until the end of the Establishment Period. In the event of a loss during the currency of this insurance, TFS Properties will make a claim and use any insurance proceeds to replace or replant the Trees.

TFS Properties has investigated the availability of insurance for the Trees on your Sandalwood Lot, and if requested to do so by you, can put you in contact with a licensed insurance broker who will be able to effect insurance on your behalf. TFS Properties or the licensed insurance broker will issue you with an annual reminder not later than 1 month prior to the expiry of any term of the insurance effected by you on the Trees on your Sandalwood Lot or Lots.

The proceeds of any successful claims made under the policy of insurance will be paid to you, after deducting or paying all costs, fees, expenses and any other money payable by you to TFS Properties or to any other person.

In addition, TFS Properties will take out public liability insurance for an amount of not less than \$5,000,000 for the duration of the Lease and Management Agreement. TFS Properties will satisfy any premiums due in respect of such insurance.



PROTECTION OF THE UNDERLYING LAND INTERESTS

TFS Properties is the registered proprietor of 11 lots of land which have been identified by TFS Properties for potential use in the Project. Pursuant to the Head Lease, TFS Properties has leased this land to TFS Leasing, who will then sub-lease portions of this land (in the form of Sandalwood Lots) to the Growers pursuant to the Lease and Management Agreements.

In addition to these lots, TFS Leasing has also entered into an agreement to lease an additional parcel of land for potential use in the Project, and will sub-lease portions of this land (in the form of Sandalwood Lots) to the Growers pursuant to the Lease and Management Agreements.

In order to protect the Growers' interest in the Sandalwood Lots, within 15 months of the end of the income year in which the first application for Sandalwood Lots is received and accepted by TFS Properties ("Lodgement Period"), TFS Properties will ensure that an instrument conferring the right to use the relevant land is lodged for registration with Landgate (the Western Australian land titles office), in the name of TFS Properties (or its agent) either as trustee for the Growers or otherwise in accordance with its duties as the responsible entity of the Project.

Growers should note however that there is a risk that TFS Properties will be unable to register this interest in the land within the Lodgement Period, in which event TFS Properties will, within 14 days after receiving a written request from an affected Grower, issue to the Grower a full refund of the amount the Grower has invested.



COMPLAINTS

If you have a complaint about any aspect of the Project you should:

- contact TFS Properties in writing (refer to the Corporate Directory for contact details); or
- contact TFS Properties by telephone (+61 8 9221 9466) and ask to speak with the Complaints Handling Officer.

TFS Properties will acknowledge the complaint within 5 Business Days of receiving it, and resolve the complaint in a timely fashion. If the complaint cannot be resolved within 10 Business Days of acknowledgment then TFS Properties will maintain monthly contact with you informing you of the progress and estimated time frame for resolution of the complaint.

If you are dissatisfied with the resolution of the complaint then you may:

- refer the matter to the Financial Ombudsman Services Limited ("FOS") (1300 780 808). FOS is an external complaints resolution scheme of which TFS Properties is a member;
- access the Project's dispute resolution procedures (refer to the "Dispute Resolution Procedures" section of this PDS below); or
- pursue any other remedies that are available at law.

Further details about the complaint handling procedures are set out in the Constitution.

DISPUTE RESOLUTION PROCEDURES

Once the complaints handling procedures are exhausted you have the option of accessing the Project's dispute resolution procedures. This is done by providing a dispute notice setting out what is in dispute, the arguments of the party giving the notice and that party's opinion as to what should be done to rectify the dispute. The Responsible Entity must respond in writing to the dispute notice.

If the dispute is not resolved by TFS Properties' response then the matter will be referred to an independent person who will attempt to resolve the dispute in conference. If the parties remain unable to resolve the dispute then a party may refer the dispute to an independent expert consultant. A decision by this expert will not preclude a Grower from lodging a complaint with the external complaints resolution body of which the Responsible Entity is a member, or from taking any other action.

Further details about dispute resolution processes are set out in the Constitution.



ENHANCED DISCLOSURE

It is likely that the Project will be a disclosing entity subject to regular reporting and disclosure obligations under the Corporations Act. Copies of documents lodged with ASIC in relation to the Project may be obtained from, or inspected at, an ASIC office. These documents include annual financial, Directors' and auditor's reports as well as continuous disclosure notices and audits of the Compliance Plan. Continuous disclosure notices provide information about matters impacting on the value of Sandalwood Lots which would not otherwise be generally available.

If the Project is a disclosing entity, you may request that TFS Properties (refer to the Corporate Directory for contact details) provide you with the following information within five (5) days free of charge:

- the Project's most recent Annual Financial Report;
- any half yearly financial report lodged with ASIC by the Project after that Annual Financial Report and before the date of this PDS; and
- any continuous disclosure notices given by the Project after the lodgement of that Annual Financial Report and before the date of this PDS.

In the event that the Project is not a disclosing entity you will be provided with ongoing disclosure of any material changes to, and any significant events affecting matters specified in this PDS. TFS conducts an annual mailout of Annual Reports to Growers and shareholders. Growers also receive a regular newsletter covering recent updates.

ANNUAL REPORT

Each year you will be sent an annual report in relation to the Project. The annual report will provide you with information pertaining to the operations of the Plantation, the health of the Trees and other information affecting the performance or viability of the Plantation.

Growers can elect to receive this information in either hard or softcopy (via email) when completing the Application Form.

CONFIRMATION OF TRANSACTIONS

You will receive confirmation of transactions occurring in relation to your Sandalwood Lot(s) as required by the Corporations Act. Generally this will include confirmation of the transaction by which you as a successful applicant acquire your Sandalwood Lot(s) and become a Grower.

DEFAULT

In the event that you default in payment of any Fees, TFS Properties and/or the Lessor may terminate your Lease and Management Agreement in accordance with its terms and may sue to recover Fees due under the Lease and Management Agreement.

RECORD OF INTERESTS

TFS Properties will:

- send you a certificate for the Sandalwood Lot(s) acquired, after acceptance of your Application;
- send you a site plan identifying your Sandalwood Lot(s); and
- maintain a register of Growers, identifying the Sandalwood Lot(s) held. This may be inspected by you at TFS Properties' office during normal business hours.

NO GUARANTEE

Neither the Responsible Entity nor any Director guarantees the amount or timing of any tax deduction or return. The Directors and the Responsible Entity advise that any policies of the Directors of the Responsible Entity may be subject to change in the event of any economic, financial or other changes subject to the limitations expressly provided in the Corporations Act, the Constitution or the Compliance Plan.



COMMISSION

TFS Properties may pay up to 10% of all Establishment Fees received for Applications for Sandalwood Lots as commission to eligible financial intermediaries who procure Applications for Sandalwood Lots in accordance with the Corporations Act. In addition, TFS Properties may compensate financial services licensees that have provided assistance of an administrative or marketing nature for the cost of their support.

The amounts payable will be subject to agreement between TFS Properties and those financial intermediaries, and will be paid by TFS Properties from the funds that it receives as Fees under this PDS. Information concerning any payments which may be made to your adviser should be disclosed by your adviser.

FORMATION AND ISSUE EXPENSES

All expenses of the issue, inclusive of all legal, accounting and experts' fees, together with all commissions detailed in this PDS and advertising will be paid by TFS Properties from its own funds.

PARTICULARS OF INTERESTS

- TFS Properties will be paid Fees, costs and other disbursements as described in the Fees and Other Costs section of this PDS.
- Wilson & Atkinson, a legal firm in which Frank Wilson was a principal, is entitled to be paid professional fees in respect of legal services provided to the Responsible Entity in relation to the preparation and submission to the Australian Taxation Office for the Product Ruling, and associated tax advice on this PDS. A professional retainer fee of \$70,000 will be paid for the services listed above in addition to ongoing legal and taxation advice provided to the Responsible Entity on an annual basis.
- Kimber Environment Services has prepared an Expert Forester's Report for inclusion in this PDS. The amount which Kimber Environment Services will be paid for this work will not exceed \$10,000.
- Anantha Padmanabha has prepared an Expert Marketing Report for inclusion in this PDS. The amount which he will receive for this work will not exceed \$10,000.
- Steinepreis Paganin, as solicitors to TFS Properties, is entitled to be paid professional fees in respect of legal services provided to the Responsible Entity relating to this PDS. These fees are estimated to be no more than \$30,000.



CONSENTS

Kimber Environment Services has given, and not before issue of this PDS withdrawn, its consent to the issue of this PDS with the Expert Forester's Report and other statements attributed to it being included in this PDS in the form and context in which they are included.

Anantha Padmanabha has given, and not before issue of this PDS withdrawn, his consent to the issue of the PDS with the Expert Marketing Report and other statements attributed to him included in this PDS in the form and context in which they are included.

Steinepreis Paganin have given and not withdrawn their consent before the issue of this PDS for the inclusion of the Summary of Material Agreements contained on page 66 of this PDS and any other statement attributable to them in the form and context in which they are included.

True copies (verified by a statement in writing) of the consents and of every material contract referred to in this PDS are available for inspection without charge at the registered office of TFS Properties.

APPLICATIONS

To apply for Sandalwood Lot(s), please complete an Application Form and send it to TFS Properties with the Application Money.

More information as to the process of Application and acceptance of Application can be found with the Application Form on page 87 of this PDS.

COOLING OFF PERIOD

If you make an Application under this PDS you have the right to withdraw the Application and obtain a refund (less any amounts TFS is entitled to deduct by law) within a 14 day cooling off period. The cooling off period is as defined in Sections 1019A and 1019B of the Corporations Act. Your right is subject to the limitations set out in the Corporations Act. The cooling off period begins either from the day TFS accepts your Application in writing or 5 days after TFS issues you an interest in the Project, whichever occurs first. The right to withdraw the Application cannot be exercised at any time after you have exercised a right or power under the Project.

The cooling off period is extinguished once you have signed a Lease and Management Agreement (or the Responsible Entity signs a Lease and Management Agreement on your behalf under a Power of Attorney from you) even if the cooling off period may not then have expired.

EXECUTION OF THE DIRECTORS

This PDS was signed on behalf of the Directors of TFS Properties, the Responsible Entity, by:

A handwritten signature in black ink, appearing to read 'Frank Wilson', written over a horizontal line.

Frank Wilson
Executive Chairman



GLOSSARY

GLOSSARY

In this Product Disclosure Statement the following words have the following meaning, unless the context requires otherwise:

- 'Agreement for Sub-Lease'** means the agreement for sub-lease in the form contained in the Schedule to the Constitution.
- 'Annual Investment Option'** means the annual investment option described in the Investment Options section of this PDS.
- 'Annual Deferred Investment Option'** means the annual deferred investment option described in the Investment Options section of this PDS.
- 'Annual Fee'** means the Fee calculated in accordance with Item 9B (Annual Fee) of the Lease and Management Agreement (Indexed), which is payable to the Responsible Entity pursuant to the Lease and Management Agreement.
- 'Applicant'** means a person who has lodged an Application by completing an Application Form but has not become a Grower.
- 'Application'** means a signed application (in the form of the Application Form accompanying or attached to this PDS) for one or more Sandalwood Lots.
- 'Application Form'** means one of the forms attached to or accompanying this PDS and includes the Joint Venture Growers Application Form.
- 'Application Fund'** means the application fund formed under the Constitution and includes:
- (a) all Application Money;
 - (b) the investments (if any) for the time being representing the sums referred to in paragraph (a); and
 - (c) the proceeds of the sale, redemption, repayment or realisation of any of the investments referred to in this definition.
- 'Application Money'** means the total amount payable on Application for one or more Sandalwood Lots in accordance with an Application.
- 'ASIC'** means the Australian Securities and Investments Commission.
- 'Business Day'** means any day other than a Saturday, Sunday or public holiday in Western Australia.
- 'Carbon Credits'** means the entitlement to any tradable credits or rights associated with the Trees (including any lost Trees) resulting from the ability of the Trees (including any lost Trees) to absorb greenhouse gases.
- 'Cleaned Logs'** means the harvested Sandalwood with the sapwood removed to produce clear heartwood and the roots of the Sandalwood Tree containing heartwood.
- 'Collectable Produce'** means, in relation to a Grower who is an Electing Grower, that Grower's Proportional Share of the Forest Yield.
- 'Commencement Date'** means, in relation to a Lease and Management Agreement, the date of commencement of that Lease and Management Agreement.
- 'Compliance Plan'** means the compliance plan prepared by the Responsible Entity for the Project as required by the Corporations Act.
- 'Constitution'** means the constitution of the Project.
- 'Corporations Act'** means the Corporations Act (2001) for the time being in force together with the regulations of the Corporations Act (2001).
- 'Costs of Harvesting and Processing'** means all costs incurred by the Manager in the Harvesting and Processing of the Sandalwood Trees located on the Plantation and transporting them to store. These costs include interest on all amounts of money paid by the Manager towards Harvesting and Processing from the time when those costs are paid until the time that the Responsible Entity is reimbursed.
- 'Deferred Grower'** means a grower who has made an election to participate in the Project under the Annual Deferred Investment Option.
- 'Directors'** means the directors of the Responsible Entity (as they are from time to time).
- 'Electing Grower'** means a Grower who has made an election in accordance with the Lease and Management Agreement to collect the Collectable Produce on his or her Sandalwood Lot(s).

'Establishment Period' means, in relation to any Sandalwood Lot:

- (a) if a Grower's Application is accepted by the Responsible Entity on or before 30 June 2009, in circumstances where the Responsible Entity considers that the Establishment Services cannot be performed prior to 30 June 2009 but can be performed within eighteen months of the Commencement Date and if the Establishment Services are performed within eighteen months of the Commencement Date – the period of eighteen months from the Commencement Date; or
- (b) if a Grower's Application is accepted by the Responsible Entity on or before 30 June 2010, in circumstances where the Responsible Entity considers that the Establishment Services cannot be performed prior to 30 June 2010 but can be performed within eighteen months of the Commencement Date and if the Establishment Services are performed within eighteen months of the Commencement Date – the period of eighteen months from the Commencement Date.

'Establishment Fee' means the fee described in Fees and Other Costs section of this PDS.

'Establishment Services' means the services to be provided by the Manager as specified in the Lease and Management Agreement.

'Fees' means any or all of the Fees and costs of participating in the Project payable by a Grower as the context requires.

'Forest Produce' means, in relation to a Grower who is an Non-Electing Grower, that Grower's Proportional Share of the Forest Yield.

'Forest Yield' means produce from the Plantation (expressed in cubic metres) after Harvesting and Processing and includes sapwood and any other saleable by-product from processing other than the seeds.

'Gross Proceeds of Sale' means the gross amount received by the Manager from the sale of Forest Produce.

'Gross Project Proceeds' means the gross amount received by the Manager from the sale of Forest Yield (excluding all Collectable Produce).

'Growers' means all of the persons who are identified as 'growers' in any Lease and Management Agreement(s) entered into relating to the Project.

'GST' has the meaning contained in Section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.

'Harvest' and **'Harvesting'** means all of the steps required to cut down and pull the Sandalwood Trees and prepare them for Processing, including but not limited to surveying, felling, extraction, loading and haulage .

'Head Lease' means the lease of the Plantation entered into between the Head Lessor and the Lessor.

'Head Lessor' means the owner of the land on which the Plantation is located or to be located.

'Incentive Fee' means the fee described in the Fees and Other Costs section of this PDS.

'Indexed' means that wherever the word 'Indexed' appears in reference to an amount of money, then this means that the amount of money referred to must be increased by three percent (3.0%) annually.

'Joint Venture Growers' Application Form' means the form attached to this PDS entitled 'Joint Venture Growers' Application Form'.

'Lease' means, in relation to a Grower, the sub-lease of the Leased Area granted by the Lessor to the Grower under the Lease and Management Agreement.

'Lease and Management Agreement' means one or more agreements comprising the Lease and the Management Agreement in the form contained in the Schedule to the Constitution or in such other form (such as electronic, hard copy or in a language other than English) as the Responsible Entity shall reasonably determine having regard to a particular investor's needs and costs.

'Leased Area' means, in relation to a Grower, that specified part of the Plantation as identified in the Annexure to the relevant Lease and Management Agreement (comprising one or more Sandalwood Lots) to be sub-leased by the Grower from the Lessor pursuant to the terms of the relevant Lease and Management Agreement.

'Lessor' means TFS Leasing Pty Ltd (ACN 080 978 721), a subsidiary of TFS Corporation Ltd.

'Manager' means the Manager under the Lease and Management Agreement.

'Net Proceeds of Sale' applies to a Non-Electing Grower and means the Gross Proceeds of Sale less:

- (a) the Grower's Proportional Share of the Costs of Harvesting and Processing; and
- (b) the Non-Electing Grower's Proportional Share of the Selling and Marketing Fee

'Non-Electing Grower' means a Grower who is not an Electing Grower;

'Non-Electing Growers' Proportional Share' means the proportion which the number of Sandalwood Lots sub-leased by the Non-Electing Grower bears to the total number of Sandalwood Lots sub-leased by all Non-Electing Growers.

'Ongoing Services' means the services to be provided by the Manager as specified in the Lease and Management Agreement.

'Plantation' means the whole of the land leased by the Lessor to be divided into Sandalwood Lots on which Growers will conduct the commercial silvicultural enterprise as detailed and described in this PDS.

'Proceeds Fund' means the proceeds fund formed under the Constitution and includes:

- (a) any Gross Proceeds of Sale;
- (b) the investments (if any) for the time being representing the sums referred to in paragraph (a); and
- (c) the proceeds of the sale, redemption, repayment or realisation of an Interest.

'Process' and **'Processing'** means all of the steps required to process Harvested Sandalwood Trees into a saleable form as cleaned logs and roots and butts and then to transport them to store.

'Product Disclosure Statement' or **'PDS'** means this document issued by the Responsible Entity offering Sandalwood Lots and includes any documents that are supplementary to or in replacement of this document.

'Project' means the managed investment scheme known as the TFS Sandalwood Project 2009 (ARSN 135 373 938).

'Project Manager' means Tropical Forestry Services Ltd (ACN 080 139 966).

'Project Property' means the scheme property of any Scheme or the Project (as the case may be) as determined in accordance with the definition of scheme property in Section 9 of the Corporations Act.

'Proportional Interest' means, in relation to:

- (a) each Applicant, the proportion which the Application Money paid by the Applicant bears to the total amount of Application Money paid by all Applicants;
- (b) each Grower in a Scheme, the proportion that the area of the Sandalwood Lots sub-leased by the relevant Grower bears to the total area of the Sandalwood Lots sub-leased by all Growers in the same Scheme; and
- (c) each Grower in a Project, the proportion that the area of the Sandalwood Lots sub-leased by the relevant Grower bears to the total area of the Sandalwood Lots sub-leased by all Growers in the same Project.

'Proportional Share' means the proportion which the number of Sandalwood Lots sub-leased by the relevant Grower bears to the total number of Sandalwood Lots sub-leased by all relevant Growers for the time being.

'Rent' means the Fee calculated in accordance with Item 9B (Rent) of the Lease and Management Agreement (Indexed) which is payable to the Responsible Entity pursuant to the Lease and Management Agreement.

'Responsible Entity' means TFS Properties Ltd (ACN 093 330 977), the responsible entity of the Project operating under Australian Financial Services Licence number 241192.



'Sandalwood Lot' means a specified area or areas comprising approximately one sixth (1/6) of a hectare forming part of the Plantation which is sub-leased or intended to be sub-leased to a Grower as more particularly delineated on a Plan and 'Sandalwood Lots' means more than one Sandalwood Lot.

'Scheme' refers to all those Sandalwood Lots for which the Establishment Period ends on the same date.

'Seeds' means the Santalum album seeds produced by the Trees.

'Selling and Marketing Fee' means a Fee of 5% of the Gross Proceeds of Sale to be deducted by the Manager from the Gross Proceeds of Sale in consideration of the Manager performing the Selling and Marketing Services.

'Selling and Marketing Services' means the services to be provided by the Manager as specified in the Lease and Management Agreement.

'Services' means the Establishment Services, the Ongoing Services and the Selling and Marketing Services.

'Store' means a covered secure area suitable for the storage of the Forest Yield within 20 kilometres of the Plantation.

'Target Net Proceeds of Sale' means the targeted net proceeds of sale per Sandalwood Lot, being A\$200,000 (see Incentive Fee in the Fees and Other Costs section of this PDS).

'Term' has the meaning given in the Lease and Management Agreement.

'TFS Group Companies' means TFS Corporation Ltd (ACN 092 200 854) and its wholly-owned subsidiaries.

'Trees' means the Santalum album trees grown on the Leased Area as part of the Project, and such other trees as may reasonably be necessary or required to enable or encourage the growth of or protect the Santalum album seedlings or trees growing on the Leased Area.

'12 Month Interest Free Loan Option' means the method of payment of the Establishment Fees in accordance with the Loan Agreement.

'Year' means a period of 12 months.

'You' means an Applicant, a Grower, an initial Grower, an Electing Grower or a Non-Electing Grower as the context requires.

APPLICATION FORMS

APPLICATION FORMS

HOW TO APPLY

Please complete and sign the relevant Application Form on the following pages:

- Standard Applicants must complete the 'Grower Application Form' (pages 89 – 90) and each Applicant must sign. Joint Applicants will be deemed to be holding their Sandalwood Lots as joint tenants, not as tenants in common.
- Joint Venture Applicants must complete the 'Joint Venture Growers' Application Form' (pages 91 – 93) and both the Initial and Secondary Growers must sign.
 - The Initial Grower is 'Joint Venture Applicant No.1' and must complete the Application in respect of the Establishment Fee.
 - The Secondary Grower is 'Joint Venture Applicant No.2' and must complete the Application in respect of the investment.

Please complete the Application Form in BLOCK LETTERS and sign on the relevant page.

SECTION 1 – APPLICATION TYPE

Please select if the applicant is an Individual(s), Corporation or Trust

SECTION 2 – DETAILS OF APPLICANTS

Section 2 must be completed:

All Applicants	please complete the name, address and contact details for each Applicant.
Companies or Corporations	if any Applicant is a company or corporation, you must include its ABN ('Australian Business Number') or ARBN ('Australian Registered Body Number') after its name.
Trusts or superannuation funds	if the Application is made by a trust or superannuation fund, the Application must be made by the trustee[s] of the trust or superannuation fund in their own name[s], and not in the name of the trust or fund itself. The Trust Deed should be provided with the Application Form.

SECTION 3 – SANDALWOOD LOT(S) APPLIED FOR

Please complete the number of Sandalwood Lots in the Project for which you have applied. Then calculate the Establishment Fee in accordance with your Application.

SECTION 3 – (JOINT VENTURE GROWERS) SANDALWOOD LOT(S) APPLIED FOR

Please complete the number of Sandalwood Lots in the Project for which you have applied and calculate the Establishment Fee to be paid by Joint Venture Applicant No. 1.

SECTION 4 – PAYMENT METHOD

If you wish to pay your Establishment Fee with cash or cheque, please include payment with this Application Form. If you wish to pay via credit card or direct debit, please provide your credit card or bank details and the amount of the Establishment Fee to be deducted. If you wish to finance your Establishment Fee via the 12 Month Interest Free Loan please read and complete pages 95 – 96 of the PDS. If you wish to finance your Establishment Fee via long term finance please complete the application for finance. Please contact TFS for a copy of the Finance Package.

SECTION 5 – ELECTION TO COLLECT AND MARKET PRODUCE

If you intend to collect your own Sandalwood timber from your Sandalwood Lot(s) on completion of Harvesting, please tick the box. If you do not elect to collect and market your own Sandalwood, the Responsible Entity will pool your Sandalwood timber with the Sandalwood of other Non-Electing Growers, and market it on behalf of the Non-Electing Growers, and account to you for your share of the Net Proceeds of Sale.

PRIVACY

By completing the Application Form, you agree to TFS Properties Ltd and, if applicable, the Provider ("we" or "us") collecting, holding and using personal information about you to process your application, and administer and manage the products and services we provide to you. This includes monitoring, auditing and evaluating those products and services, modelling data, maintaining our relationship with you, data testing, communicating with you and dealing with any complaints or enquiries.

You need not give us any of the personal information requested in the Application Form or in any other document or communication relating to the products or services we supply to you. However, without this information, we may not be able to process your Application or provide you with an appropriate level of service.

Under the Privacy Act 1988, we are obliged to take reasonable steps to ensure that any personal information stored by us is protected from misuse or loss and from unauthorised access, modification or disclosure. You agree to allow us to disclose your personal information to other companies in TFS Properties Ltd as well as our external service providers, which provide services in connection with our products and services. If an adviser stamp appears on the Application Form we will supply that adviser (and any relevant dealer group of which that adviser is an authorised representative) with information about your investments. We may also disclose your personal information:

- if, acting in good faith, we believe that the law requires or permits us to do so;
- if you consent; or
- to any party proposing to acquire an interest in our business.

IDENTIFICATION REQUIREMENTS

If you are not investing through a dealer, IDPS, other financial adviser, or via an authorised representative of TFS, then you must provide us with the following identification materials for AML/CTF legislative purposes.

Individual

Please provide a certified copy of one of the following:

- an Australian driver's licence that contains a photograph of the licence/permit holder; or
- an Australian passport; or
- a passport or other document of identity for the purpose of international travel that contains a photograph and signature of the passport holder and is issued by a foreign government, the UN or a UN agency and if written in a language other than English, is accompanied by an English translation prepared by an accredited translator.

Company

Please provide:

- A full company search from the ASIC database showing:
 - the full name of the company;
 - the ACN;
 - the registered office address of the company;
 - the principal place of business of the company;
 - the names of each director of the company (only for a proprietary company); and
- the shareholders of the company (for all proprietary companies that are not licensed subject to regulatory oversight of a Commonwealth, State or Territory statutory regulator).
- If the company is a regulated company, a search of the licence or other records of the relevant Commonwealth, State or Territory statutory regulator.
- If the company is listed, a search of the relevant financial market.

Trust

Please provide:

- For a registered managed investment scheme or a government superannuation fund:
 - an ASIC search confirming the registration of the managed investment scheme; or
 - an extract from relevant legislation confirming the establishment of the government superannuation fund.
- For an unregistered managed investment scheme that only has wholesale clients and does not make small scale offerings under 1012E of the Corporations Act 2001, a declaration to that effect.
- For all other trusts (including wrap trusts/master trusts/IDPS):
 - the 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. unit trust) and the country where the trust is established; and
 - the name of each beneficiary or class of beneficiary.
 - If the trustee is an individual, please also provide documentation required for individuals (above).
 - If the trustee is a company, please also provide documentation required for companies (above).

GROWER APPLICATION FORM

GROWER APPLICATION FORM

IMPORTANT: Read the Product Disclosure Statement to which this Application Form relates before signing this Application Form. This Application Form must not be issued, circulated or distributed unless attached to or accompanying the Product Disclosure Statement.

SECTION 1 – APPLICATION TYPE

Individual(s) Corporate Trust

SECTION 2 – DETAILS OF APPLICANT(S)

Mr / Mrs / Ms / Dr

Surname Given Names

Date of Birth Occupation

Mr / Mrs / Ms / Dr

Surname Given Names

Date of Birth Occupation

Company/Trust Name ACN/ABN

Director/Trustee 1 Director/Trustee 2

Note: All Joint Applicants will be registered as joint tenants, not as tenants in common.

Contact Details

Mailing Address

Suburb State Postcode

Residential Address (tick here if same as mailing)

Suburb State Postcode

Home Telephone Facsimile

Mobile Telephone Email Address

Please indicate how would you like investor information such as Annual Reports and Grower Newsletters distributed to you?

Email (please provide email address above) Mailed in hardcopy

SECTION 3 – APPLICATION FOR SANDALWOOD LOT(S)

The number of Sandalwood Lot(s) applied for is:

The total Establishment Fee (incl. GST) in respect of Sandalwood Lot(s) applied for is:

For Applications of between 1 and 5 lots, Lots x \$12,925 = \$

OR: For Applications of 6 lots or more Lots x \$12,375 = \$

SECTION 4 – PAYMENT METHOD

Payment in full by:

Cheque [Please enclose cheque for Establishment Fees made payable to TFS Properties Ltd.]

Credit Card

Cardholders Name Amount

Card Type (circle one) MC / Visa Card Number Expiry

VCC Signature & Date

Direct Debit

Account Name BSB Account No.

12 Month Interest Free Loan (complete and return pages 95 – 96 of the PDS)

Long Term Finance (complete and return finance package available from TFS)

SECTION 5 – ELECT TO COLLECT AND MARKET PRODUCE

Elect to collect & market harvest produce from my/our Sandalwood Lot(s)

SECTION 6 – SIGNING THE APPLICATION FORM

I/We hereby acknowledge and agree that:

- I/We the undersigned applied for the number of Sandalwood Lots specified above;
- I/We have read the Product Disclosure Statement to which this Application Form relates.
- I/We have not relied on any statements or representations made by any party (including TFS and its officers, agents and employees) prior to applying, other than those written representations made in the PDS;
- I/We agree to be bound by the terms of the Constitution and the Lease and Management Agreement (as amended) or the Agreement for Sub-Lease (as applicable).
- If signed under Power of Attorney, the Attorney states that no notice of revocation of the Power of Attorney under which this Application Form is signed has been received.
- Acceptance of this Application for Sandalwood Lots (in whole or in part) will be constituted by execution of the Lease and Management Agreement by the Responsible Entity on my/our behalf, without further communication of acceptance by me.
- I/we appoint Steinepreis Paganin as my/our agent solely for the purpose of preparing, executing and lodging a caveat at Landgate in respect of my/our interest in the Sandalwood Lots.
- I/we provide a power of attorney in favour of TFS Properties Limited on the terms outlined below.
- Authorise payments from credit card or direct debit as stated in Section 4 of this Application Form.
- TFS Can provide information on the status of my investment to my/our nominated adviser

Date

Individual(s):

Signed

Full Name

Signed

Full Name

Corporations: (Executed in accordance with the Corporations Act)

Director

Full Name

Director/Secretary

Full Name

Financial Advisor Details:

Name

Company

Dealer Group

Contact Number

Dealers Stamp

POWER OF ATTORNEY

By signing this Application Form, I/we the person named in the 'Details of Applicants' section appoint TFS Properties Ltd (ACN 093 330 977) of 254 Adelaide Terrace, Perth, Western Australia ('Attorney') to be my/our attorney and in my/our name and in my/our behalf and as my/our act and deed to:

- enter into and execute on my/our behalf an Agreement for Sub-Lease or a Lease and Management Agreement in respect of the Sandalwood Lots I/we have applied for and which TFS Properties accepts pursuant to the Constitution ('Lease and Management Agreement'); and
- register an interest in the Lease or Plantation on my behalf at Landgate; and
- to do all things necessary or expedient to give effect to those documents including, but not limited to, making any variations, replacements and cancellations to the documents which the Attorney considers not contrary to the interests of the Applicant,

By granting this Power of Attorney, you do so on the following terms and conditions:

- a) you will ratify whatever the Attorney does in the exercise of the power granted by you;
- b) you will indemnify and keep indemnified the Attorney against all claims, demands, costs, damages, losses and expenses, howsoever arising consequent upon the exercise of the power granted by you except in the event of gross negligence, fraud or willful default by the Attorney;
- c) the Attorney may, and where required will, stamp and register this instrument at the cost of the Applicant;
- d) any person or corporation dealing with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact;
- e) this Power of Attorney is irrevocable until the expiration of the Project under the Constitution; and
- f) the authorisation in writing of any variations, replacements or cancellations referred to above may be by facsimile or any other form of written confirmation.

JOINT VENTURE GROWERS' APPLICATION FORM

IMPORTANT: Read the Product Disclosure Statement to which this Application Form relates before signing this Application Form. This Application Form must not be issued, circulated or distributed unless attached to or accompanying the Product Disclosure Statement. This form must only be completed by persons electing to enter into a Joint Venture in respect of their investment.

SECTION 1 – APPLICATION TYPE

Joint Venture Applicant 1: Individual(s) Corporate Trust
 Joint Venture Applicant 2: Individual(s) Corporate Trust

SECTION 2 – DETAILS OF APPLICANT(S) – JOINT VENTURE APPLICANT NO.1

Mr / Mrs / Ms / Dr
 Surname Given Names
 Date of Birth Occupation

Mr / Mrs / Ms / Dr
 Surname Given Names
 Date of Birth Occupation

Company/Trust Name ACN/ABN

Director/Trustee 1 Director/Trustee 2

Note: All Joint Applicants will be registered as joint tenants, not as tenants in common.

Contact Details

Mailing Address

Suburb State Postcode

Residential Address (tick here if same as mailing)

Suburb State Postcode

Home Telephone Facsimile

Mobile Telephone Email Address

Please indicate how would you like investor information such as Annual Reports and Grower Newsletters distributed to you?

Email (please provide email address above) Mailed in hardcopy

SECTION 2 – DETAILS OF APPLICANT(S) – JOINT VENTURE APPLICANT NO.2

Mr / Mrs / Ms / Dr
 Surname Given Names
 Date of Birth Occupation

Mr / Mrs / Ms / Dr
 Surname Given Names
 Date of Birth Occupation

Company/Trust Name ACN/ABN

Director/Trustee 1 Director/Trustee 2

Contact Details

Mailing Address

Suburb State Postcode

Residential Address (tick here if same as mailing)

Suburb State Postcode

Home Telephone Facsimile

Mobile Telephone Email Address

SECTION 3 – APPLICATION FOR SANDALWOOD LOTS

The number of Sandalwood Lot(s) applied for is (2 Lot minimum):

The total Establishment Fee (incl GST) in respect of Sandalwood Lot(s) applied for is:

For Applications of between 1 and 5 lots, Lots x \$12,925 = \$

OR: for Applications of 6 lots or more Lots x \$12,375 = \$

SECTION 4 – PAYMENT METHOD

Payment in full by:

Cheque [Please enclose cheque for Establishment Fees made payable to TFS Properties Ltd.]

Credit Card

Cardholders Name Amount

Card Type (circle one) MC / Visa Card Number Expiry

VCC Signature & Date

Direct Debit

Account Name BSB Account No.

12 Month Interest Free Loan (complete and return pages 95 – 96 of the PDS)

Long Term Finance (complete and return finance package available from TFS)

SECTION 5 – SIGNING THE APPLICATION FORM

I/We hereby acknowledge and agree that:

- I/We the undersigned applied for the number of Sandalwood Lots specified above;
- I/We have read the Product Disclosure Statement to which this Application Form relates.
- I/We have not relied on any statements or representations made by any party (including TFS and its offers, agents and employees) prior to applying, other than those written representations made in the PDS;
- I/We agree to be bound by the terms of the Constitution and the Lease and Management Agreement (as amended) or the Agreement for Sub-Lease (as applicable).
- If signed under Power of Attorney, the Attorney states that no notice of revocation of the Power of Attorney under which this Application Form is signed has been received.
- Acceptance of this Application for Sandalwood Lots (in whole or in part) will be constituted by execution of the Lease and Management Agreement by the Responsible Entity on my/our behalf, without further communication of acceptance by me.
- I/we appoint Steinepreis Paganin as my/our agent solely for the purpose of preparing, executing and lodging a caveat at Landgate in respect of my/our interest in the Sandalwood Lots.
- I/we provide a power of attorney in favour of TFS Properties Limited on the terms outlined below.
- The terms headed 'Joint Venture Agreement' are accepted by me and govern the relationship with the other Joint Venture Grower.
- The percentage split of the Joint Venture Property for the purposes of the Joint Venture Agreement is on a 50%:50% basis.
- Authorise payments from credit card or direct debit as stated in Section 4 of this Application Form.
- TFS Can provide information on the status of my investment to my/our nominated adviser

Joint Venture Applicant No.1

Date

Individual(s):

Signed

Full Name

Signed

Full Name

Corporations: (Executed in accordance with the Corporations Act)

Director

Full Name

Director/Secretary

Full Name

Joint Venture Applicant No.2

Date

Individual(s):

Signed

Full Name

Signed

Full Name

Corporations: (Executed in accordance with the Corporations Act)

Director

Full Name

Director/Secretary

Full Name

Financial Advisor Details:

Name

Company

Dealer Group

Contact Number

Dealers Stamp

POWER OF ATTORNEY

By signing this Application Form, I/we the person named in the 'Details of Applicants' section appoint TFS Properties Ltd (ACN 093 330 977) of 254 Adelaide Terrace, Perth, Western Australia ('Attorney') to be my/our attorney and in my/our name and in my/our behalf and as my/our act and deed to:

- enter into and execute on my/our behalf an Agreement for Sub-Lease or a Lease and Management Agreement in respect of the Sandalwood Lots I/we have applied for and which TFS Properties accepts pursuant to the Constitution ('Lease and Management Agreement'); and
- register an interest in the Lease or the Plantation on my behalf at Landgate; and
- to do all things necessary or expedient to give effect to those documents including, but not limited to, making any variations, replacements and cancellations to the documents which the Attorney considers not contrary to the interests of the Applicant,

By granting this Power of Attorney, you do so on the following terms and conditions:

- a) you will ratify whatever the Attorney does in the exercise of the power granted by you;
- b) you will indemnify and keep indemnified the Attorney against all claims, demands, costs, damages, losses and expenses, howsoever arising consequent upon the exercise of the power granted by you except in the event of gross negligence, fraud or willful default by the Attorney;
- c) the Attorney may, and where required will, stamp and register this instrument at the cost of the Applicant;
- d) any person or corporation dealing with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact;
- e) this Power of Attorney is irrevocable until the expiration of the Project under the Constitution; and
- f) the authorisation in writing of any variations, replacements or cancellations referred to above may be by facsimile or any other form of written confirmation.

JOINT VENTURE AGREEMENT

Background

The Joint Venture Growers propose to establish an unincorporated joint venture among themselves to hold, cultivate and maintain the number of Sandalwood Lots under the TFS Sandalwood Project 2009 set out in this Application Form (Joint Venture).

Terms and Conditions

1. The Joint Venture Growers agree to associate themselves with each other in a joint venture for the purposes specified above and in respect of the Joint Venture Property (defined in clause 2).
2. For the purpose of this agreement, Joint Venture Property means:
 - a) all of the right, title and interest of each Joint Venture Grower in and to the Sandalwood Lots and any other assets which the Joint Venture may acquire from time to time, and all agreements entered into, in respect of the Joint Venture; and
 - b) all saleable produce, whether in a processed or unprocessed state, and the fee from any Carbon Credits produced from the Joint Venture.
3. The interests of the Joint Venture Growers in the Joint Venture and the Joint Venture Property and any losses realised from the Joint Venture will be as tenants in common in their respective proportions. Nothing contained in this agreement whether express or implied will be read and construed so as to constitute the Joint Venture Growers in the relationship of a partnership or trust.
4. The obligations and rights of the Joint Venture Growers are as follows:
 - a) the first Joint Venture Grower (as described in this application) will be responsible for procuring the preparation and establishment of the Sandalwood Lots;
 - b) the second Joint Venture Grower (as described in this application) will be responsible for procuring the ongoing provision of land and maintenance for the conduct of the Joint Venture;
 - c) each joint venturer will be responsible for their respective percentage of any harvest supervision and incentive fees payable out of the sale proceeds; and
 - d) each Joint Venture Grower indemnifies the other against any losses or liability exceeding its respective proportion by reason of any joint liability incurred or joint loss sustained in connection with any contract or arrangement entered into by the Joint Venture.
5.
 - a) In consideration for procuring the preparation and establishment of the Sandalwood Lots, the first Joint Venture Grower is entitled to the percentage of the Joint Venture Property set out in this form, and in particular, of all saleable produce, whether in a processed or unprocessed state, and the fee from any Carbon Credits produced from the Sandalwood Lots.
 - b) In consideration for procuring the ongoing provision of land and maintenance for the conduct of the Joint Venture, the second Joint Venture Grower is entitled to the percentage of the Joint Venture Property set out in this form, and in particular, of all saleable produce, whether in a processed or unprocessed state, and the fee from any Carbon Credits produced from the Sandalwood Lots.
6. Each Joint Venture Grower agrees with the other Joint Venture Grower to be just and faithful in all transactions relating to the Joint Venture and to perform the obligations imposed on it under clause 4.
7. Each Joint Venture Grower may dispose of its interest in the Joint Venture by offering to sell all or part of its interest in the Joint Venture to the other for a price equal to the market value of that interest and on terms otherwise agreed by the parties.
8. The Joint Venture will terminate on the earlier of:
 - a) the completion of the sale of the Joint Venture Property;
 - b) the date on which a Joint Venture Grower sells its interest in the Joint Venture to the other Joint Venture Grower; and
 - c) the date the Joint Venture terminates by mutual agreement by the parties.

12 MONTHS INTEREST FREE LOAN APPLICATION FORM

Loan Applicant Name(s)

The number of Sandalwood Lot(s) applied for is

The total Establishment Fee (incl. GST) in respect of Sandalwood Lot(s) applied for is

For Applications of between 1 and 5 lots, Lots x \$12,925 = \$ OR:

For Applications of 6 lots or more Lots x \$12,375 = \$

Less Deposit (20%) \$

Total loan amount = \$

FINANCIAL POSITION OF APPLICANT(S)

TOTAL ASSETS	TOTAL LIABILITIES
\$	\$

MONTHLY LOAN REPAYMENTS

1-5 lots A 20% deposit of \$2,585 per lot is payable on application. The remaining portion to be paid in 12 equal instalments of \$861.66 per lot which will be debited from your nominated account on the 30th day of each month after your application has been accepted.

6 or more lots A 20% deposit of \$2,475 per lot is payable on application. The remaining portion to be paid in 12 equal instalments of \$825.00 per lot which will be debited from your nominated account on the 30th day of each month after your application has been accepted.

PAYMENT METHOD – DEPOSIT & MONTHLY LOAN REPAYMENTS

Please choose your method of payment for both deposit and instalments below:

Cheque: Deposit Only – Payable to TFS Properties Ltd
(Monthly Loan Repayments will need to be paid by either credit card or direct debit)

Credit Card: Deposit & Monthly Loan Repayments Monthly Loan Repayments Only

Cardholders Name Amount

Card Type (circle one) MC / Visa Card Number Expiry

VCC Signature & Date

Direct Debit: Deposit & Monthly Loan Repayments Monthly Loan Repayments Only

Account Name BSB Account No.

Financial Institution Name

SUPPORTING DOCUMENTS

The following Proof of Identification is attached to my application (required for all applicants and directors):

Copy of Drivers license OR Copy of Passport

Company / Trust Loans: Loans to companies or trusts must be supported by a guarantee(s) from Directors / Trustees.

DIRECT DEBIT SERVICE AGREEMENT

By signing the direct debit request you:

- have authorised The Provider to arrange for the funds to be debited from your account. If there are insufficient funds in your account to meet a direct payment, you may be charged a fee from your financial institution and by The Provider;
- warrant and represent that you are duly authorised to request the debiting of payments from the relevant account;
- authorise that this direct debit will remain in force until cancelled, deferred or otherwise altered; and
- acknowledge that the direct debit will be provided by you to The Provider on the terms contained in the Direct Debit Service Terms (Terms). For a copy of the Direct Debit Service Terms, please contact The Provider on (08) 9221 9466 or email tfs@tfsLtd.com.au.
- Direct Debits will be made on the 30th day of each month. You may change the arrangements under a direct debit request by contacting The Provider on (08) 9221 9466.

APPLICANT'S ACKNOWLEDGMENTS, DECLARATION AND SIGNATURES

To be completed by all 12 Month Interest Free Loan Applicants.

Important Information

By selecting the 12 month interest free loan option in Section 4 of the Application Form to request the Provider provide a loan to the Applicant, I/we acknowledge and declare that:

- I/We have read and understood the Loan Agreement and the Direct Debit Service Agreement (refer to pages 97 to 107) to an extent that, I/we consider necessary and have had the opportunity to seek independent professional advice.
- I/We am a resident of Australia.
- I/We to be bound by the Loan Agreement and the Direct Debit Service Agreement (refer to pages 97 to 107), I/we agree to the terms of each agreement
- I/We confirm the Total Assets and Liabilities details on page 95 are true and correct.
- I/We have not relied on any statements or representations made by any party (including the Provider) prior to the Applicant applying for a loan or any investment in the TFS Sandalwood Project 2009.
- Any loan to be provided to me/us by the Provider 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 the Provider will be relying on the information (and any other information I/we might provide the Provider) when providing Financial Accommodation to the Applicant.
- The Provider may accept or reject my/our application at its sole and absolute discretion and that upon acceptance, I/we agree to be bound by the terms of the Loan Agreement and the Direct Debit Service Agreement.
- By signing and returning this Loan Application I/we am/are doing so as a deed poll, irrevocably and in accordance with the terms of this application (including the Loan Agreement and the Direct Debit Service Agreement).
- The Provider can provide information on the status of this loan facility to my/our nominated adviser.
- I/We have read and understood that:
 - Monies invested in the TFS Sandalwood Project 2009 do not represent deposits or other liabilities of TFS and are subject to investment risk including possible delays in repayment and loss of income or capital invested;
 - TFS does not stand behind the capital value nor do they guarantee the performance of this investment or the underlying assets; and
 - TFS does not guarantee or provide assurance in respect of its obligations of the TFS Sandalwood Project 2009;
- MY/Our obligations under the Loan Agreement and the Direct Debit Service Agreement 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 TFS Sandalwood Project 2009;
 - The level of return from or loss of money invested in the TFS Sandalwood Project 2009;
 - Any breach by the Responsible Entity of the TFS Sandalwood Project 2009;
 - Any illegality in connection with the TFS Sandalwood Project 2009, or any Product Disclosure Statement issued with respect to the TFS Sandalwood Project 2009.

INDIVIDUAL APPLICANT(S)	CORPORATE APPLICANT(S)	LOAN GUARANTOR(S)
..... Date	..... Date	..... Date
..... Signature	..... Director Signature	..... Signature
..... Name	..... Director Name	..... Name
..... Signature	..... Director/Secretary Signature	..... Signature
..... Name	..... Director/Secretary Name	..... Name
..... Witness Signature		..... Witness Signature
..... Witness Name		..... Witness Name

DIRECT DEBIT REQUEST SERVICE AGREEMENT REQUEST SERVICE AGREEMENT

DEFINITIONS

'account' means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

'agreement' means this Direct Debit Request Service Agreement between you and us.

'business day' means a day other than a Saturday, Sunday or a public holiday listed in the State of Western Australia.

'debit day' means the day the payment by you to us is due.

'debit payment' means a particular transaction where a debit is made.

'direct debit request' means the direct debit request between us and you (and includes any Form PDC approved for use in the transitional period).

'transitional period' means the period commencing on the industry implementation date for direct debit requests and concluding 12 calendar months from that date.

'us or we' means the Provider which you have authorised by signing a direct debit request.

'you' means the client who signed the direct debit request.

'your financial institution' is the financial institution where you hold the account that you have authorised us to arrange to debit.

1. DEBITING YOUR ACCOUNT

- 1.1 This agreement covers drawings by the Provider against a client's nominated account in all events covered by any written agreement between us and you.
- 1.2 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. If the debit falls on a day that is not a business day, we may debit your account on the prior business day.

2. CHANGES BY US

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

3. CHANGES BY YOU

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us.
- 3.2 If you wish to stop or defer a debit payment, you must notify us in writing at least five (5) business days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us at least thirty (30) days notice in writing before the next debit day, provided alternative arrangements are made for any amounts owing to us. This notice should be given to us in the first instance.

4. YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
 - a) you may be charged a fee and/or interest by your financial institution;
 - b) you may also incur fees or charges imposed or incurred by us;
 - c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment; and
 - d) you should check your account statement to verify that the amounts debited from your account are correct.

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us or your financial institution as soon as possible so that your query can be resolved.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging a credit into your account to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query providing you with reasons and any evidence for this finding.
- 5.4 Should the error be caused by your financial institution, this matter will need to be directly resolved between you and your financial institution.

6. ACCOUNTS

- 6.1 You should check:
 - a) with your financial institution whether direct debiting is available from your account, as direct debiting is not available on all accounts offered by financial institutions;
 - b) your account details which you have provided to us are correct, by checking them against a recent account statement; and
 - c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. CONFIDENTIALITY

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
 - a) to the extent specifically required by law; or
 - b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to us care of TFS, 254 Adelaide Tce, Perth WA 6000 or contact us via phone: (08) 9221 9466.
- 8.2 We will notify you by sending a notice in the ordinary post to the address on our records.
- 8.3 Any notice will be deemed to have been received two (2) business days after it is posted.

CONSENTS – PRIVACY ACT

CONSENTS – PRIVACY ACT

Consent and Acknowledgment for applicants applying under the 12 Month Interest Free Loan Option

I/We authorise the Provider to obtain certain credit information to enable assessment of my/our application for commercial or personal credit. I/We authorise the Provider:

- To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to personal credit provided by the Provider.
- To obtain from a credit reporting agency a credit report containing personal information about me/us in relation to commercial credit provided by the Provider. This is in accordance with the Privacy Act 1988 (Act).
- 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 Provider. This is in accordance with the Act.
- To obtain a report from a credit reporting agency any other information in relation to my/our commercial credit activities.
- To obtain personal information about me/us from any motor vehicle or driver's licence registry in Australia, if required.

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

Details to identify me/us. For example name, sex, date of birth, current address, my/our current or last known employer and my/our drivers licence number.

- The fact that I/we have applied for credit and the amount.
- The fact that the Provider is a credit provider to me/us.
- Payments which become overdue by more than sixty (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 Provider, I/we have committed a serious credit infringement.
- That the credit provided to me/us has been paid or otherwise discharged.

In accordance with the Act, I/we authorise the Provider to give 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 Act.

LOAN AGREEMENT

LOAN AGREEMENT

THIS Agreement is made on the date set out in page 96 of the PDS

BETWEEN

ARWON FINANCE PTY LTD (ACN 072 486 643) of 254 Adelaide Terrace, Perth 6000 (**Lender**)

AND

The entity whose name (ACN if applicable) and address are set out at Section 2 of the Grower Application Form (page 89) or the Joint Venture Application Form (page 91) of the PDS (**Borrower**)

AND

The entity whose name (ACN if applicable) is set out at Page 96 of the PDS (**GUARANTORS**)

RECITALS

- A. The Lender at the request of the Borrower has agreed to advance the Principal Sum to the Borrower upon the terms and conditions hereinafter contained. The Guarantor hereby agrees to act as guarantor in respect of the Secured Monies on the terms and conditions contained in this Agreement.

NOW BY THIS DEED it is agreed and declared as follows:

DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless the contrary intention appears:

'Business Day' means a day on which the major trading banks are open for business in Western Australia and Victoria;

'Corporations Law' means the Corporations Act 2001 of the Commonwealth;

'Date of Advance' means a date that the Principal Sum or part of the Principal Sum is advanced by the Lender to the Borrower and being the 30th day of the month in which the project application has been accepted.

'Date of Execution' means the date on Page 96 of the PDS.

'Event of Default' means the occurrence of one of the events set out in 'Events of Default' clause on page 103 of the PDS.

'Event of Insolvency' means:

- a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of a person or any asset of a person;
- b) a liquidator or provisional liquidator is appointed in respect of the corporation;
- c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purposes of:
 - i) appointing a person referred to in paragraphs (a) or (b);
 - ii) winding up a corporation; or
 - iii) proposing or implementing a scheme of arrangement;
- d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;
- e) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;
- f) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or
- g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

'Grower' means a person who enters into a Lease and Management Agreement and who is identified as a "Grower" in the Project and
'Growers' means more than one Grower;

'Insolvency Provision' means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may satisfy or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

'Lease and Management Agreement' means an agreement called a Lease and Management Agreement relating to the Project, to which the Borrower is a party and pursuant to which the Borrower, as a Grower, leases or sub-leases one or more Sandalwood Lots and engages another party to manage that Sandalwood Lot or those Sandalwood Lots;

'Leased Area' means, in relation to the Borrower, that specified part of the Plantation as identified in the Annexure to the Lease and Management Agreement (comprising one or more Sandalwood Lots) to be leased or sub-leased by the Grower;

'Loss' includes claim, liability, cost or expense;

'Mortgaged Property' means all of the Borrower's right title and interest for the time being in:

- a) the Project, including, without limitation a Sandalwood Lot forming part of a Project, the raw materials growing therein, the products produced from those materials, the proceeds of sale of such products and the proceeds of any insurance in relation to the Borrower's interest in the Project; and
- b) the Project Agreements, including without limitation the Project Interest;

'Obligations' means all the liabilities and obligations of any Obligor to Lender – under or by reason of this Agreement and includes any liabilities or obligations which:

- a) are liquidated or unliquidated;
- b) are present, prospective or contingent;
- c) are in existence before or come into existence on or after the date of this charge;
- d) relate to the payment of money or the performance or omission of any act;
- e) sound in damages only; or
- f) accrue as a result of any Event of Default, and irrespective of:
- g) whether any Obligor is liable or obligated solely, jointly or jointly and severally with another person;
- h) the circumstances in which the Lender comes to be owed each liability or obligation and in which each liability or obligation comes to be secured by this charge, including any assignment of any liability or obligation or of this charge; or
- i) the capacity in which any Obligor and the Lender comes to owe or to be owed that liability or obligation;

'Obligor' means the Borrower and the Guarantor;

'Parties' means the Lender, the Borrower and the Guarantor (if applicable) and **'Party'** is a reference to either one of them as the context requires;

'Plantation' means the land at Kununurra in the Kimberley region on which the Project is conducted;

'Principal Sum' means the total amounts set out and described in page 95 of the PDS.

'Project' means the TFS Sandalwood Project 2009 (ARSN 135 373 938);

'Project Agreements' means the agreements to which the Borrower becomes a party and/or which relate to the Borrower's Project Interest, including the Constitution and Compliance Plan for the Project as well as the Lease and Management Agreement;

'Project Interest' means an interest in the Project held by a Grower, comprising the rights, liabilities and obligations of a Grower contained in a Lease and Management Agreement, the Constitution for the Project and any other relevant documents as they relate to the Sandalwood Lot(s) sub-leased by the Grower;

'Receiver' means a receiver appointed under this Agreement and includes a receiver manager;

'Sandalwood Lot' means a specified area forming part of the Plantation which is sub-leased or intended to be sub-leased to a Grower as more particularly delineated on the Plan attached to a Lease and Management Agreement and **'Sandalwood Lots'** means more than one Sandalwood Lot.

'Security Interest' means any bill of sale, mortgage, charge, lien, pledge, hypothecation, title retention arrangement, trust or power, as or in effect as security for the payment of money or observance of any other obligation;

'Secured Moneys' means all money the payment or repayment of which from time to time forms part of the Obligations;

'State' means the state of Western Australia;

'Term' means 12 months commencing on the 30th day of the month in which your Project Application has been accepted.

INTERPRETATION

In this Agreement unless the contrary intention appears:

- a) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement and references to this Agreement include any recital, schedule or annexure;
- b) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- c) headings and the table of contents are for convenience only and shall not affect the interpretation hereof;
- d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- e) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- f) the word person includes an individual, a firm, a corporate entity, an unincorporated entity, a partnership, or government authority;
- g) a reference to a person includes that person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- h) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- i) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- j) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- k) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that action or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- l) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29th, 30th or 31st day of a month which does not contain such a date, then references thereto shall be construed as reference to the last day of that month;
- m) a day means the period of time commencing at midnight and ending 24 hours later;
- n) a month means a calendar month;
- o) a reference to currency is a reference to Australian currency;
- p) including is deemed to be followed by the words, but not limited to;
- q) no rule of construction of Agreements shall apply to the disadvantage of a Party on the basis that that Party put forward this Agreement or any relevant part of it;
- r) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- s) a reference to:
 - i) a right includes a benefit, remedy, discretion, authority or power;
 - ii) an obligation includes a warranty or representation;
 - iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
 - iv) provisions or terms of this Agreement include a reference to both express and implied provisions or terms;
 - v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions; and
 - vi) signature and signing includes due execution by a corporation or other relevant entity.

ADVANCE

Principal Sum

The Lender hereby agrees to advance to the Borrower that part of the Principal Sum to be advanced on the relevant Date of Advance, for the Term. The purpose of the advance of the Principal Sum is to enable the Borrower to subscribe for one or more Project Interests.

Disbursement of Principal Sum

The Borrower authorises the Lender to pay on behalf of the Borrower from the Principal Sum all monies due and owing or required to be paid by the Borrower to any party pursuant to the Project Agreements.

REPAYMENT

Instalments of the Principal Sum

The Borrower agrees to pay to the Lender the Principal Sum by 12 equal monthly instalments. The instalments will commence on the 30th day of the month after the Project Application has been accepted.

SECURITY

The Borrower HEREBY CHARGES as beneficial owner, all of its right, title and interest for the time being in the Mortgaged Property to secure the satisfaction of the Obligations and the repayment or payment of the Secured Moneys. Until finally discharged, the security constituted by this Agreement is to be a continuing security for the observance and performance of the Borrower's obligations under this Agreement.

BORROWER'S COVENANTS

- (a) The Borrower will insure the Mortgaged Property and keep it insured for its full insurable value at all times while any of the Secured Moneys remain outstanding or owing by the Borrower to the Lender.
- (b) The Borrower will on written demand by the Lender produce for inspection by the Lender the relevant policy of insurance with the Lender's interest noted on the policy and evidence of payment of the relevant insurance premium within two Business Days of such demand being made.

Without the prior written consent of the Lender, the Borrower must not:

- a) dispose of, deal with, or part with possession of any interest in the Mortgaged Property; or
- b) create or allow to exist a Security Interest which affects the Mortgaged Property; or
- c) waive any of its rights, or release any person from its obligations in connection with the Mortgaged Property.

LENDER'S POWER

At any time and without any requirement to obtain the consent of the Borrower, the Lender may create or allow to exist a Security Interest over or an interest in this Agreement or assign or otherwise dispose of or deal with its rights under this Agreement.

EVENTS OF DEFAULT

Upon the happening of an Event of Default (as defined below), the whole of the Secured Moneys (including without limitation all Interest accrued up to and including the date of the Event of Default) will become due and payable immediately, notwithstanding any delay or previous waiver of the right to exercise such right. The following constitute an Event of Default:

- a) if the Borrower makes default in the performance of any of its obligations under this Agreement and fails to rectify that default within fourteen (14) days after receipt of written notice from the Lender specifying the default and requiring it to be rectified;
- b) an Event of Insolvency occurs in relation to the Borrower; or
- c) if the Borrower, being the trustee of a trust fails on its retirement as trustee of the trust to appoint a successor as trustee of the trust and to cause such successor to execute such documents as the Lender reasonably requires to ensure that this Agreement is binding on the successor.

EXERCISE OF RIGHTS

Without limiting the generality of the foregoing, if an event of default occurs under 'Events of Default' and if the whole of the Secured Moneys are not immediately paid to the Lender in accordance with the provisions of this Agreement, the Lender may exercise all or any of the following rights:

- a) the Lender may exercise any of the rights and powers set out in the Property Law Act (WA) or corresponding laws of any other jurisdiction, including without limitation the powers of a mortgagee upon default and the power to appoint a Receiver. Any Receiver so appointed has such further powers and discretions as the Lender may by notice in writing to the Borrower and the Receiver reasonably confer upon the Receiver; or
- b) the Lender may sell the Mortgaged Property immediately upon or at any time after an event of default has occurred in such manner and upon such terms and conditions as the Lender thinks fit without any further notice unless such notice is required by law.

APPLICATION OF MONIES

All moneys which may become payable in respect of the Mortgaged Property or upon or pursuant to the exercise of the powers of the Lender or a Receiver or any other person will be applied in the following order:

- a) first, in payment of all reasonable costs, charges and expenses incurred by the Lender in relation to this Agreement and its enforcement;
- b) secondly, towards payment of the Receiver's remuneration (if any), which remuneration will be such sum as is agreed between the Lender and the Receiver;
- c) thirdly, towards all Interest due under this Agreement;
- d) fourthly, in payment of all of the Principal Sum then owing, whether or not due; and
- e) fifthly, to the extent not otherwise applied, to the Borrower or any other person entitled to it.

BORROWER AND GUARANTOR'S REPRESENTATIONS

Warranties

The Borrower represents and warrants to the Lender that:

- a) the Borrower has fully disclosed in writing to the Lender all facts relating to this loan transaction which it knows or should reasonably know and which are material for disclosure to the Lender in the context of this Agreement;
- b) the financial information disclosing the financial condition of the Borrower most recently provided to the Lender represents a true and fair view of the financial condition of the Borrower as at the date thereof and there has been no material or adverse change in that condition since that date;
- c) the Borrower will as from the date hereof and for so long as any of the Principal Sum remains outstanding, furnish to the Lender from time to time such information regarding the financial condition of the Borrower as the Lender may reasonably request;
- d) the Borrower agrees to duly perform and observe all of its obligations under this Agreement and the Project Agreements;
- e) the Borrower's decision to participate in the Project and to borrow the Principal Sum has been made by the Borrower without any statement, representation or conduct from the Lender as to the performance of the Project or any return or as to the likelihood of the availability of taxation deductions or other concessions as a result of participation in the Project; and
- f) in the event that the Borrower is a trustee of a trust, that the Borrower is empowered by the provisions of the deed establishing the trust to enter into this Agreement and the Borrower undertakes to:
 - i) exercise its right of indemnity from the trust fund of the trust and the beneficiaries of the trust in respect of obligations incurred by it under this Agreement;
 - ii) observe its obligations as trustee of the trust; and
 - iii) cause any successor of the Borrower as trustee of the trust to execute such documents as the Lender reasonably requires to ensure that this Agreement is binding on such successor.

GUARANTOR'S WARRANTIES

The Guarantor represents and warrants to the Lender that:

- a) this Agreement is in all respects valid and binding on the it and is enforceable in accordance with its terms;
- b) it is not entering into this Agreement as trustee of any trust; and
- c) it is solvent.

OWN ADVICE

Each Obligor acknowledges that prior to having executed this Agreement, it has:

- a) carefully read the terms and conditions of this Agreement and has understood them;
- b) not relied upon any advice, statement, representation or warranty made by the Lender or the Lender's solicitors or their employees or agents; and
- c) taken or will take his or her own independent legal advice in respect of this Agreement and all relevant matters.

ATTORNEY

Appointment

In consideration of the Lender entering into this Agreement and agreeing to advance the Principal Sum to the Borrower, the Borrower hereby irrevocably appoints the Lender, any nominee of the Lender, each authorised officer of the Lender and each Receiver, severally its attorney.

Each attorney may:

- a) in the name of the Borrower or the attorney, do anything which the Borrower may lawfully authorise an attorney to do in connection with this Agreement or the Mortgaged Property and which in the attorney's opinion is necessary or expedient to give effect to any right, power or remedy conferred on the Lender or a Receiver by this Agreement, by law or otherwise, including, without limitation demanding, suing for, recovering and receiving the Mortgaged Property from any person, executing documents and instituting, conducting and defending legal proceedings; and
- b) delegate its powers (including, without limitation, this power of delegation) to any person for any period and may revoke a delegation; and
- c) exercise or concur in exercising its powers even if the attorney has a conflict of interest or duty in exercising its powers or has a direct or personal interest in the means or result of that exercise of powers.

Ratification

The Borrower agrees to ratify anything done by an attorney or its delegate in accordance with the provisions of this **Clause 12**.

NOTICES

Method of Giving Notices

A notice which is required or permitted to be given by one Party to another under this Agreement must be in writing and be:

- a) delivered by hand to that other Party's address;
- b) sent by pre-paid mail to that other Party's last known address; or
- c) transmitted by facsimile to that other Party's last known facsimile number.

TIME OF RECEIPT

A notice given to a Party in accordance with this clause is treated as having been duly received:

- a) when delivered (in the case of it being left at that Party's address);
- b) on the third (3rd) Business Day after posting (in the case of it being sent by pre-paid mail);
- c) on the day of transmission (if a Business Day) or, if not a Business Day, on the next Business Day, if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise.

Address of Parties

For the purposes of this clause, the address of a Party is the address set out in this Agreement or another address of which that Party may from time to time give written notice to each other Party.

SUMS EXCLUDE GST

Definitions

In this Agreement the expressions "consideration", "GST", "input tax credit", "supply", "recipient" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

Sums Exclude GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

Responsibility for GST

Despite any other provision in this Agreement, if GST is imposed on any supply made under this Agreement, the Borrower must pay to the Lender an amount equal to the GST payable on the taxable supply. The Borrower must pay this amount in addition to and at the same time as payment for the taxable supply is required to be made under this Agreement.

Reimbursement of Expenses

If this Agreement requires a Party to reimburse any other Party for any expense, loss or outgoing ("reimbursable expense") incurred by another Party, the amount required to be reimbursed by the first Party will be the sum of:

- a) the amount of the reimbursable expense net of input tax credits (if any) to which the other Party is entitled in respect of the reimbursable expense; and
- b) if the other Party's recovery from the first Party is a taxable supply, any GST payable in respect of that supply.

GENERAL PROVISIONS

Costs And Stamp Duty

The Borrower agrees to pay or reimburse the Lender on demand for all costs, charges and expenses:

- a) of and incidental to this Agreement and the registration thereof, including all stamp duties and registration fees;
- b) incurred in consequence of any default by the Borrower or in the due performance or observance of any covenant, term or condition of this Agreement (whether express or implied);
- c) of and incidental to any assignment and/or discharge hereof; and
- d) in respect of any liability of the Lender for stamp duty arising out of any receipt of money or other transaction between the Borrower and the Lender.

Default Costs

Any Party in default under any provision of this Agreement, on demand shall pay all solicitors costs and expenses incurred by any other Party arising out of that default or from the exercise of any remedy exercisable as a result of that default.

Default / Interest

In the event of default the Borrower shall pay the lender interest on overdue amounts at a rate of 10% per annum calculated on a daily basis from the due date until payment is received.

Amendment

A variation or waiver of, or any consent by a Party to any departure from, a provision of this Agreement is only effective if it is in writing and signed by the Parties. That variation, waiver or consent is effective only to the extent for which it is made or given.

Waiver

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon that Party by this Agreement does not operate as a waiver of that power or right. Any single exercise of any power or right does not preclude any other or further exercise of it or the exercise of any other power or right under this Agreement.

Entire Agreement

This Agreement constitutes the sole and entire agreement between the Parties concerning the subject matter hereof. A warranty, representation, guarantee or other term or condition of any nature relating to that subject matter, that is not contained, recorded, or referred to in this Agreement, is of no force or effect.

Severance

If any provision of this Agreement or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this Agreement are not affected and are valid and enforceable to the fullest extent permitted by law. This clause has no effect if the severance alters the basic nature of this Agreement.

Further Assurance

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to effectively carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

Counterparts

This Agreement may be executed by more than one (1) counterpart and all of those counterparts taken together constitute one (1) and the same instrument.

Attorneys

Where this Agreement is executed by an attorney on behalf of a Party, that attorney by executing declares that he has:

- a) the necessary and appropriate authority to execute this Agreement for and on behalf of the Party; and
- b) no notice of the revocation of the power of attorney under the authority of which he executes this Agreement on behalf of that Party.

Governing Law and Jurisdiction

This Agreement is governed by, and is to be construed in accordance with the law for the time being of the State. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Courts of the State.

Compliance with Laws

In the performance of their obligations under this Agreement, the Parties shall comply with all applicable laws, rules regulations and by-laws of the Commonwealth, the State and any other jurisdiction and with all lawful orders and directions of any competent governmental body or government authority of the Commonwealth, the State or any other jurisdiction.

Time of the Essence

Time shall be of the essence of this Agreement in all respects.

Remedies cumulative

The rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers and remedies provided by law independently of this Agreement.

Approvals and Consents

Where this Agreement provides for a Party to give its approval or consent, the Party may give it conditionally or unconditionally or withhold it, unless this Agreement otherwise provides.

Payments

A Party liable to make a payment under this Agreement is to make the payment without set off, counterclaim or deduction. The Party to whom a payment is to be made need not make a demand for payment unless a demand is expressly required.

GUARANTEE

The Guarantee

The Guarantor irrevocably and unconditionally agrees to guarantee to the Lender the performance and observance by the Borrower of all of its obligations under this Agreement.

Indemnity

The Guarantor as a separate additional and primary liability irrevocably and unconditionally agrees to indemnify the Lender and keep the Lender indemnified against any cost, loss, damage, claim, demand or action suffered by the Lender arising from:

- a) any failure by the Borrower to satisfy the Obligations; or
- b) any obligation or liability that would otherwise form part of the Obligations being void, voidable or unenforceable against or irrecoverable from the Borrower for any reason, whether or not the Lender knew or ought to have known of that reason.

Continuing Guarantee

This is a continuing guarantee and binds the Guarantor notwithstanding:

- a) the bankruptcy or liquidation of the Borrower;
- b) any indulgence, waiver or extension of time given by the Lender to the Borrower; or
- c) any other fact, matter or thing.

Guarantor Acknowledgement

If a Guarantor is an individual person, that Guarantor agree and acknowledges that he or she has:

read the terms and conditions of this Agreement and has understood them; and

has received independent legal advice in relation to this Agreement and all relevant matters pertaining to this Agreement and the Guarantee.

Termination of Guarantee

The Parties agree and acknowledge that the guarantee given by the Guarantor shall terminate and be of no force or effect upon repayment of the Secured Moneys to the Lender and satisfaction of the Obligations in accordance with the terms of this Agreement.

Recovery from Guarantor

In the event of any breach by the Borrower of any term of this Agreement, the Lender may proceed to recover any amount of the Secured Moneys as at the date of the breach as a debt or as damages from the Guarantor, without first having instituted legal proceedings against the Borrower and without first exhausting the Lender's remedies against the Borrower.





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