

**TFS Indian Sandalwood Project 2016**  
**Retail Investment Offer**

Product Disclosure Statement



# Important Notices

This Product Disclosure Statement ('PDS') contains important information about investing in the TFS Indian Sandalwood Project 2016 - Retail Investment Offer (ARSN 610 346 864) (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 February 2016 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.

The information in this PDS was current at the date of preparation. TFS Properties may update some of the information in this PDS that is not materially adverse from time to time without needing to notify you. In some circumstances the terms and conditions of this PDS may be amended by a supplementary PDS.

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.tfsltd.com.au](http://www.tfsltd.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 MIS.

## 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](http://www.asic.gov.au)) as well as help lines. 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.tfsltd.com.au](http://www.tfsltd.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 Indian Sandalwood Project 2016 - Retail Investment Offer 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 Tropical Forestry Services Ltd (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 (see table below).

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.

It should be noted that the price of heartwood from Indian auctions relate to mature wild sourced trees. These do not necessarily reflect anticipated prices for 14 to 16 year old plantation sourced heartwood.

Average Auction Price <sup>1</sup>	Date	Indian Rupees <sup>2</sup> Conversion Rate
\$212,409	05/02/15	48.07430
\$150,179	31/07/14	56.21000
\$124,876	30/01/14	54.91000
\$114,139	22/05/13	53.77451
\$111,893	04/03/11	45.71800
\$103,142	05/02/10	43.23000
\$115,000	30/09/09	42.04490
\$110,000	30/11/08	32.45230
\$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

**Note 1** – price in Australian dollars per tonne of heartwood

**Note 2** – Source Oanda, The Currency Site



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## Corporate Directory

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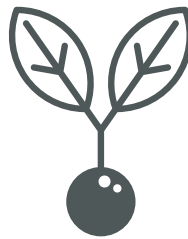
# Sandalwood: An Overview

1



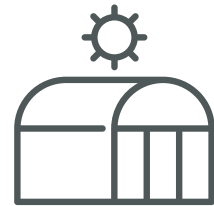
Tropical Forestry Services Limited (ACN 080 139 966) (TFS) engages a team of experts to carefully select land suited to the growth of Indian sandalwood (*Santalum album*). TFS will plant Indian sandalwood in suitable locations in tropical northern Australia. The region's high levels of sunshine, suitable soil types and access to ample water resources make these areas preferred for cultivation. The land will be conditioned and prepared prior to planting.

2



TFS has seed orchards designed to improve the genetics of the seed stock to produce higher quality trees. Superior trees have been selected based on growth characteristics and oil content. These are then control pollinated to produce seeds for use in the Project.

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.

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 and any necessary replanting will be conducted.

7



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

8



It is anticipated that Harvests will be conducted 14 to 16 years after planting. Heartwood – the most valuable oil bearing section of the wood – is concentrated in the butt and lower part of the tree. Harvest methods continue to be improved to maximise the recovery of this valuable resource.

9



Wood will be processed and sold as Cleaned Logs. It is anticipated that the major buyers of Cleaned Logs will be oil distilleries or wood product manufacturers who will then on-sell their end products to the global luxury, pharmaceutical and religious product markets. These products and markets include Indian worship, cremation, Pan Masala, European style elite fragrance products, Mid-Eastern and Asian (especially Chinese) traditional medicines, religious artefacts (beads necklaces, carvings, incense) and elite quality furnishings. TFS or a related entity is a potential purchaser of the Cleaned Logs.





# Why Indian Sandalwood?

Indian sandalwood (*Santalum album*) is the most valuable species of sandalwood in the world, currently achieving approximately \$212,409 per tonne of heartwood at auction in India. This tropical hardwood has been used for thousands of years in perfumes, religious ceremonies, religious artefacts, incense, traditional medicines, carvings and elite furnishings.

## What is Heartwood?

Heartwood is found at the core of the tree. It is yellow brown to red in colour and it contains the sandalwood oil, which gives the product its value either as timber or as oil.

Oil is extracted from the heartwood through a process of distillation. The average price obtained by TFS in FY15 for its album sandalwood oil was US\$4,385/kg.

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 constituent alpha and beta Santalols (valuable constituents found within sandalwood oil).

## Australian or Indian?

Indian sandalwood (*Santalum album*) and Australian sandalwood (*Santalum spicatum*) have very different properties, characteristics and markets. These differences are reflected in value, with Australian sandalwood selling for about \$23,096 per tonne as compared to Indian sandalwood heartwood which has sold for approximately \$212,409 per tonne.

The global supply of wild Indian sandalwood is decreasing due to poaching and over-harvest. Differences in growth rate also make Indian sandalwood the preferred species for TFS. As a tropical hardwood, Indian sandalwood will grow to harvest in 14 to 16 years under irrigation, whereas the Australian species is a slow-growing tree suited to an arid climate.

Indian sandalwood oil has almost three times the alpha and beta Santalols than the Australian sandalwood variety. Heartwood from mature Indian sandalwood trees also has around two 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.



# The Sandalwood Market Supply and Demand

**Dwindling wild supplies and increasing demand centred on the increasingly prosperous Asian nations produce exciting market dynamics for this ancient ingredient. Sandalwood features in incense, perfume, carvings, medicines, pharmaceuticals, fashion, furnishings and religious ceremonies around the globe.**

There is a significant amount of information about sandalwood contained in the Expert Forester's and Expert Sandalwood Market Reports contained in this PDS. These reports should be read in conjunction with the following information. Please see pages 56-66.

## **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.

Strong demand for oil in the USA and Europe is driven by the cosmetics and fragrance industry, where sandalwood oil remains an important ingredient in fragrant soaps 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. China was historically a major importer of sandalwood and since the times of the ancient Silk Road Indian sandalwood has been its preferred species. Since the end of import restrictions in 1999, Chinese demand for sandalwood is reported to have grown. TFS Properties believes that these changed regulations, the increasing wealth of China (population 1.40 billion people – 2015 est.) and a subtle return toward traditional values could potentially continue to increase the Chinese demand for Indian sandalwood.

The global pharmaceutical market is emerging as a new source of potential significant demand. Therapeutic properties that Indian sandalwood oil possesses are used as a solution for the treatment of various skin conditions. TFS has actively undertaken research to bring these therapeutic benefits to the market to fulfil the demand.

Demand for the heartwood of Indian sandalwood is linked to but not dependant on the demand for Indian sandalwood oil. As the oil is made up of a large number of different and complex molecules, it is extremely difficult to match these in a synthetic substitute. In any case there are ISO standard tests for Indian sandalwood oil which limits any serious purchaser's ability to be defrauded by synthetic imitations.

Despite the efforts of the synthetics industry, commentators estimate that the natural cosmetic market is growing at a rate of approximately 10% per annum, driven by consumer demand for natural ingredients. The unique properties of Indian sandalwood oil and the growing trend towards natural products suggest that demand for the natural oil will remain high.

## **Dwindling Supply**

Supply of Indian sandalwood has reached critical levels in India (around 95% of the total annual Indian sandalwood supply comes from India), with the tree recognised as a vulnerable species on the International Union for Conservation of Nature and Natural Resources (IUCN) Threatened Species Red list.

There is 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 substitutes inferior. It is expected that when a reliable supply of Indian sandalwood is available this substitution will decrease and consumption of Indian sandalwood will increase.

Australian sandalwood (*Santalum spicatum*) differs to Indian sandalwood (*Santalum album*) in terms of oil composition, fragrance, growth regime, and price. Consequently, the two species have very different primary markets, and are distinctive products, particularly in regards to heartwood and oil value. 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. The species is listed with Cites (the Convention on International Trade in Endangered Species of Wild Fauna and Flora).

### Auction Price

The auction price of wild mature Indian sandalwood heartwood in India has increased from \$30,900 per tonne in 2000 to \$212,409 per tonne in 2015. This equates to an annually compounding price growth over the last 15 years of approximately 14%. Please refer to the inside cover of this PDS for details of the underlying exchange rates.

Investors should note that past increases in the price of Indian sandalwood are not necessarily indicative of future price increases. The price of Indian sandalwood may be affected by a range of factors outside the control of TFS Properties.

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. The decline in the supply is in part due to

legal constraints on supply imposed by Indian authorities, which means that a large proportion of wild harvested Indian sandalwood sales occur on the black market and therefore prices of these sales are not recorded publicly.

In August 2014, raw unprocessed heartwood harvested from the East Kimberley Sandalwood Project No.1 (known as "EKS") managed by TFS sold at public tender for an average of \$101,115 per tonne. In August 2015, raw unprocessed heartwood harvested from the companies second harvest from the TFS Sandalwood Project No. 2 (known as "TFS 2") was sold for \$123,000 per tonne. However, this price is not necessarily a guide to future performance of other sandalwood projects managed by TFS.

The price achieved from the EKS and TFS 2 project heartwood was lower than the current average auction price for the reasons set out below:

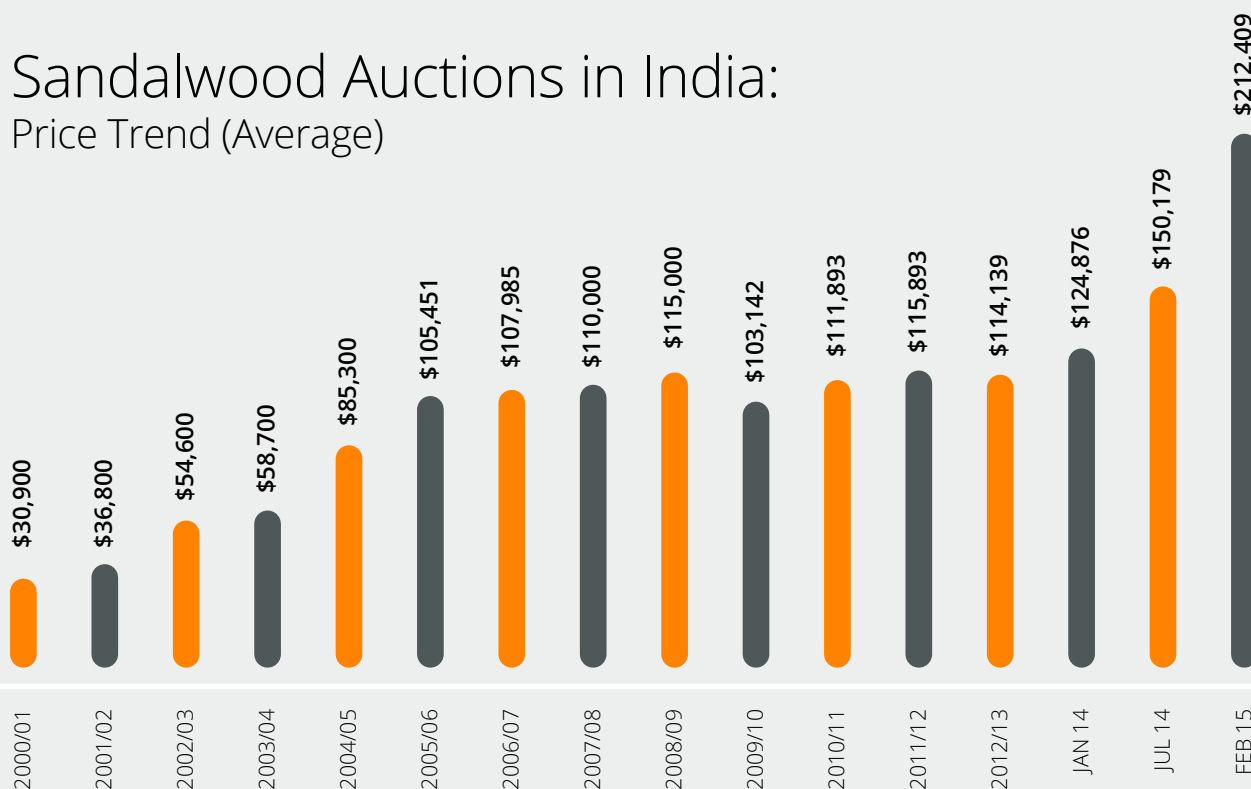
- the price of heartwood from Indian auctions relate to mature wild sourced trees. These do not necessarily reflect

anticipated prices for 14 to 16 year old plantation sourced heartwood;

- heartwood derived from the EKS and TFS 2 projects plantations was small in size compared to older, native grown heartwood, with consequential reduced demand from certain markets (e.g. Chinese carving market which traditionally seeks larger logs);
- demand from India for the EKS and TFS 2 projects heartwood was generally from oil producers; and
- the oil yield from heartwood from our 2014 harvest (EKS), was approximately 3%. This is due to the trees ranging in age from 12-15 years old. TFS estimates that 14-16 year old trees harvested from our current day plantations should yield approximately 3.7% oil.

Independent assessments of subsequent TFS Properties managed Indian sandalwood project plantations confirms average tree sizes are larger than those evidenced in the EKS and TFS 2 projects.

## Sandalwood Auctions in India: Price Trend (Average)



Source: H.S. Anantha Padmanabha, Expert Sandalwood Market Report, August 2015

It should be noted that:

- the price of heartwood from Indian auctions relates to mature wild sourced trees. These do not necessarily reflect anticipated prices for 14 to 16 year old plantation sourced heartwood; and

- past increases in the price of Indian sandalwood are not necessarily indicative of future price increases. The price of Indian sandalwood may be affected by a range of factors outside the control of TFS Properties.

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 market expert Mr Anantha Padmanabha is of the opinion that these prices will continue to rise at the rate of at least 5% per annum for the foreseeable future. Mr Padmanabha's report, which is on pages 61-66 of this PDS, explains in detail the basis for his opinion.





# Key Investment Features

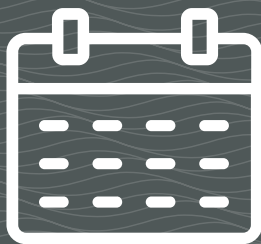
This Project aims to produce high quality Indian sandalwood (*Santalum album*), a commodity that has been traded for thousands of years. This aromatic wood is internationally prized for use in luxury, pharmaceutical and religious product markets. The average price of wild Indian sandalwood heartwood has had a compounded increase of approximately 14% per annum since 2000 due to strong demand and diminishing supply that has seen the tree recognised on the International Union for Conservation of Nature and Natural Resources (IUCN) Red List for Threatened Species.

- Auction prices for small volumes of mature wild heartwood in India averaged approximately \$212,409 per tonne from an auction held in February 2015 - 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 should be expected.
- In August 2014, sandalwood from the first TFS Properties' managed Indian sandalwood project, EKS project, was sold via public tender, achieving an average price of \$101,115 per tonne. However, this price is not necessarily a guide to future performance of other sandalwood projects. Refer to page 6 which sets out the reasons for the lower average price that was achieved for the EKS project.
- In August 2015, sandalwood from the second TFS managed Indian sandalwood project, TFS 2, was sold by advertising internationally and achieved an average price of \$123,000 per tonne.
- TFS Properties is the Responsible Entity of the Project and has been operating agribusiness schemes since 1998 and exclusively in sandalwood. TFS Properties is currently the responsible entity of 18 sandalwood agribusiness schemes (including the Project).
- The Project is managed by TFS on behalf of TFS Properties. TFS is a specialist Indian sandalwood plantation manager. TFS has over 18 years' experience in the cultivation of Indian sandalwood.
- TFS has an experienced team of professional foresters, agronomists, research officers and agricultural scientists who manage the Plantations. An ongoing program of monitoring and research is used to maintain good growth and survival rates.



*Indian sandalwood seeds*

- 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 approximately \$542 million as at 31 December 2015.
  - TFS Corporation 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.
  - The Project is expected to be completed in 15 to 17 years, with the Harvest expected to occur when the sandalwood trees are 14 to 16 years old (year 15 to 17 of the investment).
  - Establishment Fee of \$7,975 (including GST) for one Sandalwood Lot (1/12th of a hectare).
  - Discounts for 12 or more lots are available with the Establishment Fee being \$7,645 (including GST) per lot (minimum area of one hectare).
  - Enhanced Grower security with 50% of Establishment Fee deposited by TFS Properties with an Independent Custodian and released quarterly in the first year of the Project to fund the Establishment Services.
  - One year's Annual Fee and Rent will be paid upfront by Growers and deposited by TFS Properties into a trust account maintained by an Independent Custodian. This Upfront Annual Fee and Upfront Rent will be applied in satisfaction of the Annual Fee and Rent payable in Year 14 of the Project, unless the Responsible Entity or TFS Leasing Pty Ltd becomes insolvent and therefore unable to pay for the Ongoing Services or the rent payable to the Head Lessor under the Head Lease. In such an event Growers can pass a resolution to direct the Independent Custodian to release the Upfront Annual Fee and Upfront Rent and apply it in satisfaction of the outstanding Annual Fee and Rent for the following year of the Project.
  - Flexible product options with readily available finance through Arwon Finance Pty Ltd ('Arwon Finance'), a wholly owned subsidiary of TFS Corporation Ltd, through either a 12 Month Interest Free Loan or a Principal and Interest Loan. See pages 29 and 30 of this PDS for further details in relation to these loans.
  - Annual Investment Option: You pay the Establishment Fee with the Application (and acquire an interest in 80% of the Gross Proceeds of Sale less any applicable deductions), followed by electing to pay the ongoing Annual Fee and Rent on an annual basis. For each year that you elect to pay the Annual Fee and Rent, you will acquire an additional percentage interest in the Gross Proceeds of Sale.
- In the event that you pay the Annual Fee and Rent in each year, your interest will increase to 100% of the Gross Proceeds of Sale from the relevant Sandalwood Lot(s) (less deductions and allowances as set out in the Lease and Management Agreement and the Constitution).
- Annual Deferred Investment Option: You pay the Establishment Fee with the Application (and acquire an interest in 80% of the Gross Proceeds of Sale less any applicable deductions), and then elect, on an annual basis, not to pay the ongoing Annual Fee and Rent. For the years in which you elect to defer the payment of the Annual Fee and



**PROJECT COMPLETION  
15 TO 17 YEARS**



**EXPERIENCED TEAM  
OF FORESTERS**



**SIGNIFICANT TAX  
DEDUCTIONS**



Rent, the obligation to pay the Annual Fee and Rent for the deferred years will be deemed to have been satisfied and you will not be entitled to any further interest in the Gross Proceeds of Sale in relation to that year. The Annual Deferred Investment Option is not available to Electing Growers (being Growers who elect, when lodging their Application, to collect their Collectable Produce after Harvesting and Processing).

In the event that you elect the Annual Deferred Investment Option in each year, your interest will remain at 80% of the Gross Proceeds of Sale from the relevant Sandalwood Lot(s) (less deductions and allowances as set out in the Lease and Management Agreement and the Constitution).

- Significant tax deductions are available to Growers, supported by an Australian Tax Office Product Ruling. It is important to note that Electing Growers cannot rely on the ATO Product Ruling in respect of their Sandalwood Lots in the Project. Refer to page 18 of this PDS for further information in relation to the election to collect your own sandalwood.



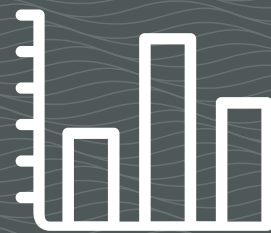
Five year old plantation – Kingston Rest, WA



**ANNUAL DEFERRED  
INVESTMENT OPTION**



**ENHANCED GROWER  
SECURITY**



**FLEXIBLE INVESTMENT  
OPTIONS**





# 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, adverse weather conditions and access to water infrastructure;
- financial risks such as adverse fluctuations in the exchange rate, yield estimates, quality, increases in costs and unexpected expenditure;
- risks associated with the use of the underlying land;
- market risks such as the adverse fluctuations in the price of sandalwood heartwood and oil, 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, decreases in MIS sales, insolvency of the TFS Corporation or the Responsible Entity and working capital risk.

The above list of risks is not exhaustive. Further details regarding these and other relevant risks are set out in the 'Risks and Safeguards' section of this PDS on pages 42-46 and in the section 'The Indian Sandalwood Plantation'.







# Australian Securities and Investment Commission (ASIC) Benchmark and Disclosure Principles

## Regulatory Guide 232 encourages responsible entities of agribusiness schemes to update retail investors on compliance with the benchmarks and disclosure principles set out in Regulatory Guide 232 for the purpose of enhancing disclosure and helping investors understand and assess agribusiness schemes.

In Regulatory Guide 232, ASIC encourages responsible entities of agribusiness schemes to address the benchmarks on an 'if not, why not' basis, apply the disclosure principles and provide updates to investors on material changes to the benchmark and disclosure principle information.

Set out below is information relating to the benchmark and disclosure principles for the TFS Indian Sandalwood Project 2016 - Retail Investment Offer (Project) (ARSN 610 346 864).

### Benchmark 1 – Fee Structures

*Description: The scheme is structured so that either:*

- (a) investors are required to pay annual fees (or contributions) to the responsible entity that are sufficient to fund the operation of the agribusiness scheme for the relevant financial year; or*
- (b) the up-front fees (or contributions) investors pay when they invest is sufficient to cover the operation of the agribusiness scheme until the proceeds of sale of produce are available and this money is held on trust for the investors in that agribusiness scheme.*

*Any fees (or contributions) received by the responsible entity from investors in the agribusiness scheme are:*

- (a) held separately from the other assets of the responsible entity for the benefit of the investors in that agribusiness scheme, are only available for the operation of that agribusiness scheme and are subject to annual audit; and*
- (b) only used by the responsible entity to meet any expenses that are incurred in the operation of that agribusiness scheme during the period to be covered by the payment, including the portion of the responsible entity's fees that is proportionate to its duties that have been properly performed during that period.*

TFS Properties does not satisfy Benchmark 1 due to the fact that Growers may elect to defer annual fees.

Explanation: TFS Properties charges fees including both upfront fees and annual fees. TFS Properties provides fee payment structures designed to provide Growers with flexibility as an investor in the Project. Please refer to the 'Fees and Other Costs' section on page 23 of the PDS for details of Project fees and payment structures.

Set out below are the material risk factors associated with the fee structures in relation to the Project and the mechanisms that TFS Properties has adopted to address these risks:

- **Deferred payment of fees:** When Growers pay the Establishment Fee, they acquire an interest in 80% of the Gross Proceeds of Sale less any applicable deductions. If a Grower elects to defer certain annual fees, the obligation to pay the Annual Fee and Rent for the deferred years will be deemed to be satisfied and the Grower will not be entitled to any further interest in the Gross Proceeds of Sale in relation to that year. In these circumstances the Grower will receive a smaller return than had they elected to pay the annual fee. TFS Properties may require funding to pay the operational costs on behalf of a Grower electing to defer such fees. Lack of adequate

funding from sources other than the annual fees may have a detrimental impact upon TFS Properties' ability to manage the Project and result in lower returns for Growers. TFS Properties is a wholly owned subsidiary of TFS Corporation, an ASX listed company. As such, TFS Properties has multiple avenues of funding through TFS Corporation. Please refer to the section entitled 'Access to Cash flows and Availability of Working Capital' on page 79 of this PDS for further details;

- Annual fees insufficient: There is the risk that the annual fee from Growers equals an amount less than the actual costs of running the Project for the relevant financial year. In these circumstances, the Project may not be sufficiently funded for such a period. Lack of adequate funding for the Project from the annual fee may have a detrimental impact upon the size and quality of the produce ultimately harvested. It may in turn result in lower returns for Growers. TFS Properties is an experienced agribusiness scheme operator and has set the annual fee for the Project taking into account current forestry practices, current and projected market rates for forestry service providers, specialist advice from forestry experts and advice from its experienced management team. Further, the annual fee increases each year of the Project by a fixed price escalation of 3% to account for inflation. Please refer to the section entitled 'Access to Cash flows and Availability of Working Capital' on page 79 of this PDS in relation to funding details of the Project and TFS Properties; and
- Working capital requirements for Harvest and Processing: The costs of Harvest and Processing the sandalwood trees are expected to be funded from the Gross Proceeds of Sale at Harvest. Growers pay a fee, currently estimated to be approximately \$16,000 (plus GST) per hectare, to cover these costs. As this fee is received by the responsible entity after the Harvest and Processing, the responsible entity must ensure that it has sufficient working capital to meet the expenses associated with Harvest and Processing the sandalwood trees. TFS Properties anticipates that it will have access to sufficient working capital to fund the costs of Harvest and Processing by virtue of:



- finance for the costs of Harvest and Processing from the purchasers of the sandalwood products - purchase arrangements can provide for the funding of Harvest and Processing by the purchaser of the products; and
- the annual fees received for the Project - these fees are the same each year (subject to indexing at 3% per annum and differences resulting from the number of annual fee deferrals), and can potentially be available to assist with the Harvest and Processing operations.

To the extent that the costs of Harvest and Processing cannot be met from the working capital sources outlined above, the TFS Group would rely on funding from other sources to meet these costs. TFS Properties has multiple avenues of funding through TFS Corporation. Whilst TFS Properties expects that the above funding sources will be sufficient to meet the costs of Harvest and Processing the sandalwood trees, TFS Properties cannot guarantee that it will have sufficient working capital to meet these costs.

TFS Properties considers that it charges fees that are sufficient to cover most of the expenses relating to the Project over its life cycle. Please refer to the section entitled 'Access to Cash flows and Availability of Working Capital' on page 79 of this PDS in relation to funding

details of the Project and TFS Properties.

The annual fee is based on the reasonably expected costs of operating the Project. Fees are calculated based upon TFS Properties' experience operating agribusiness schemes focussing on sandalwood. The annual fee is charged 6 months in arrears and 6 months in advance on 1 January each year. The invoice for the annual fee will set out the total amount to be paid and contain a breakdown of the composition of the total fee.

If TFS Properties is replaced as the responsible entity of the Project, TFS Properties considers that, based on the fee structure in relation to the Project, the replacement responsible entity will be able to continue the Project. If TFS Properties is replaced as the responsible entity of the Project in the event of insolvency, the replacement responsible entity may require that Growers cannot elect the Annual Deferred Investment Option going forward.

The establishment fee received from a Grower will be paid into a custodian account to be held on trust pending acceptance of the Grower's application. For further details, please refer to the section entitled 'Project Fees' on page 79 of this PDS.

TFS Properties has in place accounting methods that permit accurate allocation, identification and segregation of fees



received from the Project's Growers from the property of TFS Properties or other agribusiness schemes.

The Project is structured such that any fees received by the responsible entity from investors in the Project are only available for the operation of the agribusiness scheme, are subject to annual audit and are only used by the responsible entity to meet any expenses that are incurred in the operation of the agribusiness scheme during the period to be covered by the payment, including the portion of the responsible entity's fees that is proportionate to its duties that have been properly performed during that period.

The fees received by the responsible entity from Growers in the agribusiness scheme could be taken by creditors of the responsible entity if the responsible entity is wound up or is subject to administration before the responsible entity has met the expenses that relate to the operation of the agribusiness scheme for the relevant period and performed its obligations in relation to the agribusiness scheme. However, please also refer to the section entitled 'Project Fees' on page 79 of this PDS.

### **Benchmark 2 - Responsible entity or related party ownership of interests in the agribusiness scheme**

*Description: The responsible entity and its related parties own less than 5% in aggregate by value of the interests in the agribusiness scheme except for any interests acquired through the default by a member of the agribusiness scheme.*

TFS Properties satisfies Benchmark 2.

Explanation: TFS Properties and its related parties will not apply for Sandalwood Lots in the Project. In relation to interests acquired by the TFS Group other than through the default of a Grower in the Project, the TFS Group does not have a policy on ownership of interests in the agribusiness scheme other than the fact that the TFS Group does not apply for Sandalwood Lots in its agribusiness schemes.

### **Benchmark 3 – Annual reporting to members**

*Description: The responsible entity provides members with a report at least annually that contains relevant scheme-specific information.*

TFS Properties satisfies Benchmark 3.

Explanation: TFS Properties will prepare annual audited accounts for the Project and provide Growers with access to the annual audited accounts, including by posting them on the TFS Corporation website.

### **Benchmark 4 – Experts**

*Description: Where the responsible entity engages an expert to provide a professional or expert opinion on the agribusiness scheme, and the expert opinion is disclosed to retail investors in a way that may lead them to place reliance on the expert's expertise, the responsible entity only engages an expert that is independent.*

TFS Properties satisfies Benchmark 4.

Explanation: This PDS contains an Expert Forester's Report prepared by Richard Fremlin and an Expert Sandalwood Marketing Report prepared by H.S. Anantha Padmanabha. The reports are set out on pages 56 and 61 of this PDS respectively. The reports contain details of each expert's qualifications, credentials and independence.

### **Benchmark 5 – Appointing and monitoring service providers**

*Description: The responsible entity only engages key service providers (whether directly or indirectly on behalf of the agribusiness scheme investors) necessary for the operation of the agribusiness scheme where:*

- (a) *the engagement is subject to a written agreement approved by the board of the responsible entity in accordance with a documented policy;*
- (b) *the agreement is subject to annual review against set performance criteria or measures; and*
- (c) *the agreement is subject to certification by the board, at the time each agreement is entered into, that the agreement is on an arm's length basis.*

TFS Properties does not satisfy all of Benchmark 5.

Explanation: Tropical Forestry Services Limited ('TFS'), the specialist sandalwood plantation manager within the TFS Group, is the key service provider for management of the Project. Further details of TFS' experience are set out below.

TFS acts pursuant to the Plantation Management Agreement between TFS Properties and TFS. A summary of the key terms of the Plantation Management Agreement and the amounts payable to TFS is set out on page 77 of this PDS. The Plantation Management Agreement is executed by a director and secretary or two directors in accordance with the Corporations Act with respect to both TFS Properties and TFS. The Plantation Management Agreement contains standard industry terms with respect to provision of plantation management services, and the payment of reasonable fees in consideration of the services provided by TFS.

TFS engages contractors to perform certain services, which are managed by TFS. The Compliance Plan sets out procedures in relation to the appointment and monitoring of external service providers. Please refer to page 54 of this PDS for further information on the Compliance Plan.

TFS is an experienced manager of Indian sandalwood plantations and currently manages sandalwood plantations across northern Australia covering a total area of over 10,500 hectares. TFS has qualified and experienced professional staff in relevant disciplines. Please refer to page 48 of this PDS for further information on TFS.



TFS' operations are subject to review and monitoring within the TFS Group including the following:

- Key performance indicators have been set for all managers employed in TFS' forestry operations, which are assessed regularly;
- Forestry operations are regularly reported to the Board, detailing specifics in relation to the current status and progress of TFS' forestry operations; and
- A senior expert forester performs regular inspections of the plantation and they are accompanied by a senior manager and the regional manager and/or plantation manager.

#### Disclosure Principle 1 – Investor financing arrangements

*Description: If the responsible entity or a related party is providing finance, or expects to receive payment for arranging finance, for investors in the agribusiness scheme to fund an investment into the scheme, the responsible entity should clearly and prominently disclose in the PDS:*

- the details of the financier;*
- any amounts paid to the responsible entity or related party in relation to the finance;*
- that the investor should obtain and read the finance agreement before entering into the finance facility; and*
- unless the proposed finance facility is non-recourse that the investor will remain liable to repay the amount lent or made available under the finance agreement should the scheme fail.*

*The responsible entity should also ensure that, as far as practicable, investors receive a copy of the finance agreement before entering into the finance facility.*

TFS Properties satisfies Disclosure Principle 1 with respect to the 12 Month Interest Free Loan option. TFS Properties does not satisfy Disclosure Principle 1 with respect to the long-term finance option due to the fact that the amounts paid are not disclosed in the PDS but are instead disclosed in the Principal and Interest Loan application form.

*Explanation: Please refer to page 29 of this PDS for information on the 12 Month Interest Free Loan. In relation to long-term finance, please enquire at TFS for an application form setting out fixed interest rates, eligibility criteria and other terms and conditions of the Principal and Interest Loan.*

#### Disclosure Principle 2 – Track record of the responsible entity in operating agribusiness schemes

*Description: The responsible entity of an agribusiness scheme should disclose the experience and resources it has available to operate the agribusiness scheme and the agribusiness enterprise.*

*Where the responsible entity has operated other agribusiness schemes, it should disclose:*

- the number of agribusiness schemes it currently operates;*
- the types of agribusiness scheme being operated;*
- the period of time that it has been operating the agribusiness schemes; and*
- whether any of the agribusiness schemes operated by the responsible entity have produced, or are producing, positive returns net of contributions for the investors in those agribusiness schemes.*

TFS Properties satisfies Disclosure Principle 2.

*Explanation: Please refer to the section 'Financial information relating to the Responsible Entity' and the section 'The TFS Group' on pages 78 and 47 of this PDS respectively in relation to details of TFS Properties' resources it has available to operate the Project and the agribusiness enterprise.*

Please refer to the sections 'Key Investment Features' and 'The TFS Group' on pages 7 and 47 of this PDS respectively for TFS Properties' experience, and the TFS Group's experience, in operating agribusiness schemes.

The first two projects managed by TFS (East Kimberley Sandalwood Project No.1 and TFS Sandalwood Project No.2) have recently reached maturity and have been harvested. Although the majority of investors in East Kimberley Sandalwood Project No.1 received a return on investment before tax and before financing costs, due to poor yields achieved for the plantation not all investors achieved a positive net return net of contributions. Although there is no guarantee that future sandalwood projects will achieve positive returns, TFS continues to improve its forestry practices specifically for Indian sandalwood subsequent to the EKS Project with the aim of improving positive returns for investors.

#### Disclosure Principle 3 – Responsible entity's financial position

*Description: The responsible entity should disclose a summary of its financial position in any PDS, including details of any known unfunded obligations in respect of the schemes it operates.*

*The responsible entity should disclose if it:*

- is reliant on funding from external or related parties to perform the functions and obligations to members in relation to the agribusiness scheme;*
- has entered into guarantees or indemnities with external or related parties; or*
- is a member of a tax consolidation group.*

*It should also disclose the measures it has in place to address the risks arising out of these arrangements to its financial position and its ability to meet its obligations in relation to the agribusiness scheme.*

*If the responsible entity is reliant on funding from external or related parties to perform its functions and fulfil its obligations in relation to the agribusiness scheme, it should disclose the extent of the reliance.*

*If the responsible entity has entered into any guarantee or indemnity with external or related parties, it should explain:*

- what each guarantee or indemnity is, including the names of the parties to the guarantee; and*
- the potential implications of entering*





*into these arrangements on the financial position of the responsible entity if the other parties are unable to meet their obligations.*

*If the responsible entity is a member of a tax consolidation group, it should disclose details of:*

- (a) whether a tax-sharing agreement is in place and the parties to the tax-sharing agreement; and*
- (b) if no tax-sharing agreement is in place, the potential implications of not having this.*

TFS Properties satisfies Disclosure Principle 3.

Explanation: Please refer to the section 'Financial Information relating to the Responsible Entity' on page 78 of this PDS.

#### **Disclosure Principle 4 – Land, licences and water**

*Description: The responsible entity should disclose the arrangements entered into to secure rights of access or tenure to the resources and infrastructure required to operate the agribusiness scheme, including any land, licences or leases, and water required, and whether these arrangements:*

- (a) provide for access for the life of the agribusiness scheme; and*
- (b) are entered into on an arm's length basis.*

*The responsible entity should disclose:*

- (a) the risks associated with these arrangements;*
- (b) the consequences of a failure by the responsible entity to pay amounts due under these arrangements, and*

*any breaches of these arrangements or agreements underlying these arrangements; and*

- (c) any measures the responsible entity has implemented, or will implement, to address these risks.*

*The responsible entity should disclose the identity, where known, of the owner of the resources and infrastructure referred to in the first paragraph above, the terms of use and whether security has been given over these assets.*

*The responsible entity should disclose (where applicable) for any leases, licences, rights or infrastructure required for the operation of the agribusiness scheme:*

- (a) whether the responsible entity treats the leases and licences or rights as scheme property;*
- (b) the identity of the parties to the leases, licences and/or rights; and*
- (c) whether any action in relation to a lease, licence or right needed for the operation of the agribusiness scheme, which is not an obligation of the responsible entity, could endanger the relevant lease, licence or right. Disclosure should clarify the risk of this occurring and how it may affect the agribusiness scheme.*

*If land, licences or water assets are, or are proposed to be, used as security for borrowings by the responsible entity, the responsible entity should disclose the level of actual or proposed gearing, and the risks associated with this gearing, in the PDS and in the report provided to members under Benchmark 3.*

To the extent that this information is known to TFS Properties as at the date of this PDS, TFS Properties does satisfy all the disclosure requirements contained in Disclosure Principle 4.

Explanation: Please refer to the 'Indian Sandalwood Plantation' section on page 19 of this PDS for specific disclosures in relation to land and water infrastructure, including the risks and safeguard measures relating to land and water infrastructure.

Please refer to the section 'Financial Information Relating to the Responsible Entity' on page 78 of this PDS for specific disclosures in relation to security arrangements and gearing of TFS Properties and the TFS Group.

Please refer to the section 'Risks and safeguards' for details of risks and safeguard measures relating to the security arrangements of TFS Properties and the TFS Group.

#### **Disclosure Principle 5 – Replacement of the responsible entity**

*Description: The responsible entity should disclose whether there are any restrictions on the ability of any replacement responsible entity to access the resources required to continue to operate the agribusiness scheme (including but not limited to any leases, licences, land, water and money held for the purposes of operating the scheme).*

*The responsible entity should disclose:*

- (a) whether the responsible entity or related parties are eligible for any payment or fee that is payable if the responsible entity is replaced, or is to be replaced, and, if so, the amount or method for calculation of this fee;*
- (b) the effect of a change in responsible entity on any agreements entered into between investors and the responsible entity or other parties in relation to the agribusiness scheme;*
- (c) any obligation to repay fees already paid to the responsible entity to the incoming responsible entity if the responsible entity changes; and*
- (d) the risk to, and impact on, investors if the responsible entity changes.*

TFS Properties satisfies Disclosure Principle 5.

Explanation: Please refer to the 'Project Details' section on page 16 of this PDS.





# Project Details

TFS manages the world's largest Indian sandalwood plantation. With over 10,500 hectares established, over 18 years' experience and a large team of highly qualified staff, TFS is a specialist in Indian sandalwood plantation management.

## What Are We Offering?

The TFS Indian Sandalwood Project 2016 - Retail Investment Offer gives you the opportunity to grow your own Indian sandalwood, a wood with strong demand and diminishing supply.

## How Does the Project Work?

TFS Properties invites you to invest in the TFS Indian Sandalwood Project 2016 - Retail Investment Offer (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 4,800 Sandalwood Lots of one twelfth 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 investment of Indian sandalwood by:

- Sub-leasing one or more land parcels from the Lessor (TFS Leasing Pty Ltd). Each land parcel is one twelfth of a hectare. Each Sandalwood Lot will be identifiable by reference numbers on a plan of the Plantation. This plan will be forwarded to you once your Sandalwood Lots are planted.
- Engaging TFS Properties (the Responsible Entity) to establish

and maintain a 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 14 to 16 after Establishment (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 18 of this PDS for further information in relation to the election to collect your own sandalwood). As further set out in this section, TFS or a related entity is a potential purchaser of the Cleaned Logs. Growers who elect to collect their own sandalwood cannot rely on the ATO Product Ruling in respect of their Sandalwood Lots in the Project and cannot participate in the Annual Deferred Investment Option.

### 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 attach to the roots of the host by means of haustoria 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 at least 420 sandalwood trees per hectare at Harvest.

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 stockpile 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 and roots contain 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 occur in Years 14 to 16 after Establishment. The precise timing of the Harvest will be determined by forestry management criteria, the aim being to maximise the revenue generated by the Project.

Returns to Non-Electing Growers will be paid when Gross Proceeds of Sale are received after each Harvest.

### 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 Sandalwood

Market Report on page 61 of this PDS. Any proceeds of sale from the wood will be distributed to you after a deduction of the Costs of Harvest and Processing, and any additional costs associated with the Selling and Marketing Fee. Updates on marketing trends will be communicated to Growers.

TFS Corporation subsidiary, Gulf Natural Supply, was the successful tenderer for the heartwood sold in the first TFS managed Indian sandalwood project.

Based on advice from an independent marketing expert, TFS Properties determined at the time that a sale by public tender would achieve the highest practicable price for growers in that project. However, this does not mean that all subsequent sales will be via public tender.

The most appropriate method of sale will be determined at the relevant time having regard to all factors current at that time.

Under the Lease and Management Agreement, the Responsible Entity (or its nominee) may purchase the product from Growers provided that certain conditions are met, including that the sale price represents a reasonable and fair market price, and that the terms on which the Responsible Entity purchases the product are no less favourable than the terms of any competing offer.

Further, the Responsible Entity (or its nominee) shall have the right to match the terms of purchase offered pursuant to a competing third party offer, and to acquire the Forest Produce on terms no less favourable to Growers as those offered under the competing third party offer.

### 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 Upfront Annual Fee and Upfront Rent has not been applied, in whole or in part, by resolution of the Growers prior to the Trees on a Sandalwood Lot being wholly destroyed then the Upfront Annual Fee and Upfront Rent will be reimbursed to the Grower.

Growers electing to participate in the Project on the Annual Deferred Investment Option basis will be required to pay 55% of the ongoing Annual Fee and Rent for years prior to the total destruction event that would have been paid had they elected to participate in the Project on an Annual Investment Option basis.

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 of area destroyed will be determined by an independent expert appointed by TFS Properties.



*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.*

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

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. It is also important to note that Growers who elect to collect their sandalwood cannot rely on the ATO Product Ruling in respect of their Sandalwood Lots in the Project, and will not be entitled to participate in the Annual Deferred Investment Option.

When you elect to collect your own sandalwood:

- TFS Properties will advise you in writing (closer to the time at the harvest period) of the time and place at which it can be collected;
- you will be required to pay your share of the Costs of Harvest 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 partially 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.

### Replacement of Responsible Entity

If TFS Properties is replaced as the responsible entity of the Project there are no restrictions on the Replacement Responsible Entity accessing the resources required to operate the Project other than:

- the Annual Fee and Rent where Growers have elected the Annual Deferred Investment Option; and
- Harvesting and marketing costs (which are paid to the responsible entity out of the Gross Proceeds of Sale at Harvest).

In relation to agreements entered into by TFS Properties as the responsible entity of the Project, these agreements will have effect as if the Replacement Responsible Entity was a party to it, were referred to in it or had or might have acquired the right, obligation or liability under it (pursuant to section 601FT of the Corporations Act).

Under each Lease and Management Agreement, a Grower may terminate the agreement if the Responsible Entity is removed as the responsible entity under the Constitution. There are no payments or fees that are payable to a member of the TFS Group that are triggered if TFS Properties is replaced as the responsible entity of the Project.

If TFS Properties is replaced as the responsible entity of the Project, there is no obligation on TFS Properties to repay fees already paid to it to the Replacement Responsible Entity. If TFS Properties is replaced as the responsible entity of the Project, it will endeavour to repay all fees paid to it to the Replacement Responsible Entity except for fees and expenses it is entitled to pursuant to section 601 FS(2) of the Corporations Act (which includes fees paid for the performance of its functions before it ceased to be the responsible entity and funds paid for reimbursement of expenses it incurred before it ceased to be the responsible entity).

If TFS Properties is replaced as the responsible entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot elect the Annual Deferred Investment Option going forward. This means each Grower will be required to pay the Annual Fee to the Replacement Responsible Entity going forward.

The risks to investors if TFS Properties is replaced as the responsible entity of the Scheme are:

- funding of the Replacement Responsible Entity – if the Replacement Responsible Entity does not have the requisite funding to fund the Project as needed (i.e. to fund operating costs on behalf of Growers that have elected the Annual Deferred Investment Option, or to fund the costs of Harvest and sale of the Trees), then this will have a detrimental effect on the management of the Project and in turn may affect Growers' returns; and
- experience of the Replacement Responsible Entity – a Replacement Responsible Entity may not have the requisite experience in managing a scheme of this type which may have detrimental effect on the management of the Project and in turn may affect Growers' returns.

To mitigate these risks, each Grower is required to pay one year's Annual Fee and Rent upfront (or borrow that amount from Arwon Finance) which shall be deposited by TFS Properties into a trust account maintained by the Independent Custodian. This process is set up to ensure that there are some funds in reserve and available to meet the ongoing costs of the Project. In the event that the Responsible Entity becomes insolvent and therefore unable to pay for the Ongoing Services in that year of the Project or is unable to pay the Rent on behalf of the Grower when it falls due, or if TFS Leasing becomes insolvent and is unable to pay the rent to the relevant Head Lessor under the applicable Head Lease, Growers may pass a resolution directing the Responsible Entity to instruct the Independent Custodian to release the Upfront Annual Fee and/or Upfront Rent and apply it in satisfaction of the outstanding Annual Fee or the rent payable under the Head Lease for the following year of the Project. If Growers have not resolved to direct the Independent Custodian to release the Upfront Annual Fee or Upfront Rent by the commencement of Year 14 of the Project, the Upfront Annual Fee and Upfront Rent will be applied in satisfaction of the Annual Fee and Rent payable in Year 14 of the Project.





# 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;
- access to reliable water supplies;
- free-draining soils;
- land which has a flat to undulating topography and is not subject to water-logging; and
- not in a high risk cyclone zone.

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, chemical and physical characteristics. The land is flat and has access to abundant irrigation water resources. This land is capable of being farmed.

Please refer to the Expert Forester's Report on page 56 of this PDS for additional information.

## Where Will the Plantation Be Located?

TFS Properties has a land bank 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, within the Burdekin region of Northern Queensland, and in the Katherine and Douglas Daly regions in the Northern Territory. Any land acquired or used will be subject to the comprehensive land acquisition due diligence protocols TFS currently has in place. Planting will take place during the dry season (usually May to August) and the land will be subject to an intensive preparation program prior to planting.

## Land Acquisition Due Diligence

TFS has a formal and stringent Land Acquisition Due Diligence procedure that is used to identify and evaluate different land opportunities across Australia.

Over time TFS has studied the effect that different inherent soil properties have on the health and vigour of Indian sandalwood plantations. TFS now has a prescription of ideal soil properties that is central to our land acquisition due diligence processes. All potential areas undergo rigorous soil profile testing across the site and the results are then interpreted against our known soil parameters. Areas falling outside what we consider to be optimal conditions and which would prejudice the performance of the project will be quarantined or discarded from consideration.

TFS also evaluates a suite of climatic parameters to consider site suitability

such as susceptibility to cyclone scale winds and likelihood of severe frosts.

As TFS cultivates Indian sandalwood under an irrigated regime, we also evaluate the potential land location in terms of both physical and regulatory availability of water for irrigation. It is essential that each area has access to high quality secure water sources that can be used for irrigation for the life of the Project.

Underlying these due diligence considerations is the proximity to the current four operational centres in Kununurra in Western Australia, Katherine and Douglas Daly regions in the Northern Territory and surrounding the villages of Dalbeg and Millaroo in the upper Burdekin Irrigation area outside of Ayr in Queensland. TFS has trained and qualified staff as well as a host of necessary infrastructure and assets to plant and manage ongoing plantations in these areas.

Once a site has been deemed appropriate for the establishment of an Indian sandalwood plantation, TFS also initiates a comprehensive legal due diligence process. This process evaluates local, state and federal obligations in relation to both the acquisition and development proposal. This would include but not be limited to tenure, encumbrances, native title and heritage considerations and local council approvals.

## Land Infrastructure

The Project will be operated either over land owned by TFS Properties, a wholly owned subsidiary of TFS Corporation, or over land owned by unrelated third parties and leased back to TFS Leasing.

In each case, the owner of the land leases the land to TFS Leasing pursuant to a Head Lease which will be on customary and arm's length terms and permits the land to be sub-leased to Growers for the purpose of commercial silviculture of sandalwood trees.

TFS Leasing then sub-leases the land to the Growers pursuant to the Lease and Management Agreement, the terms of which are summarised on page 70 of this PDS. Before Lease and Management Agreements are entered into, it is ensured that commercial silviculture of sandalwood trees is a permitted use of the land under any relevant agreement or law.

All leases from TFS Leasing to Growers will be continuing until the earlier of:

- the date the Scheme is terminated pursuant to the Constitution;
- the date the Project is harvested and/or marketed and the Growers receive their portion of the Collectable Produce or the Net Proceeds of Sale (as relevant) (less any payments payable to the Responsible Entity under the constituent documents of the Scheme); or
- the Lease and Management Agreement is terminated in accordance with its terms.

TFS Properties currently has access to a land bank of approximately 1,500 hectares located across Australia. As the size of the Project will not be known until all applications for Sandalwood Lots have been received, TFS Properties is unable to confirm as at the date of this PDS which land from its land bank will be used for the Project. Also, TFS Leasing may acquire additional land after the date of this PDS (whether by purchase or under a lease) that may ultimately be allocated for use in the Project. In any event the TFS Group will ensure that in relation to land for use in the Project:

- it will be acquired on arm's length terms;
- it will be available for the life of the Project; and
- it will not be subject to security other than under a mortgage or debt facility.

As at the date of this PDS the TFS Group is not aware of, in relation to current leases with unrelated third parties for land to be used in schemes (and not currently allocated to another scheme), any actions needed for the operation of the agribusiness scheme of the Project, which is not an obligation of the Responsible Entity and which could endanger the relevant lease.

The main risks associated with land infrastructure for the Project and the measures adopted by TFS Properties to address these risks are set out below:

- secured land – if land used in the Project (whether owned by TFS Properties or a third party) is subject to a mortgage then there is a risk that any failure to repay the secured moneys could result in the enforcement of the security (for example, by the sale of the secured land). TFS Properties will seek to protect Growers' rights to use the land the subject of the Project by registering a lease against the title of the land with the relevant government department, with the intent that any transfer of the land will be subject to the Growers' leasehold interest in the land;
- breach of head lease – in relation to land used in the Project that is owned by unrelated third parties, if TFS Leasing breaches a material term of a head lease and is unable to rectify the breach within the time frame permitted by the Head Lease, there is a risk that the registered holder of the land may be entitled to terminate the Head Lease which may result in the consequent termination of the Growers' sub-leases and ability to use the land for the Project. The main obligation of TFS Leasing under the Head Lease is the obligation to pay rent. To mitigate the risk of a default by TFS Leasing of its payment obligations, there are multiple avenues of funding through TFS Corporation. The TFS Group also manages this risk by seeking to negotiate and include limited termination rights and dispute resolution mechanisms in each Head Lease. The TFS Group has processes in place to ensure that all Head Leases are correctly administered in accordance with their terms; and
- land unsuitable for commercial silviculture of sandalwood trees – there is the risk that the land allocated for the Project is unsuitable for commercial silviculture of sandalwood trees, which in turn would reduce Growers' returns. The TFS Group undertakes due diligence enquiries

and research and development studies as to the land's suitability for the commercial silviculture of sandalwood trees before acquiring it and then allocating it for use in the Project.

In relation to land used in the Project that is owned by TFS Properties, no rent is payable by TFS Properties. If a Grower elects to defer the payment of the annual Rent, the obligation to pay the Annual Fee and Rent for the deferred years will be satisfied and the Grower will not be entitled to any further interest in the Gross Proceeds of Sale in relation to that year.

## Water Infrastructure

Depending on the ultimate size of the Project, the Project may have Sandalwood Lots established in the following areas:

- in the Kununurra region in Western Australia;
- in the Burdekin region in Northern Queensland; and
- in the Katherine and Douglas Daly regions in the Northern Territory.

The Project will access water in the proposed establishment areas as follows:

- Kununurra region in Western Australia - water supply and infrastructure in this area may be provided through the Ord River Irrigation Co-operative ('Co-operative') of which TFS Properties is a member and holds shares. As a member TFS Properties is entitled to certain annual water usage volumes. Fixed charges and volumetric charges are payable for the ongoing water usage and infrastructure provided by the Co-operative. Alternatively, water supply and infrastructure in this area may be provided through water licences allocated by the Department of Water WA and water is accessed directly from the Ord River Scheme. Both arrangements are on arm's length terms; Burdekin region in Northern Queensland - water supply and infrastructure in this area is provided by SunWater. Fixed charges and volumetric charges are payable for the ongoing water usage and infrastructure provided by SunWater. The arrangement is on arm's length terms; and
- Northern Territory - water infrastructure in this area is provided through bores owned (or leased) and maintained by TFS Properties on TFS Properties owned land or land leased from an unrelated third party

and water supply is regulated by licences issued by the Department of Land Resource Management. A nominal annual licence fee is payable for the ongoing water usage to the Department. The arrangement is on arm's length terms.

The risks associated with the water arrangements for the Project and the measures adopted by TFS Properties to address these risks are set out below:

- Failure by the TFS Group to pay the fees due for fixed and volumetric charges is a risk as failure to pay will result in the water supply ceasing. However, failure to pay does not mean the TFS Group loses the water entitlement or access to infrastructure and once any outstanding payment is satisfied the water supply is reinstated. In addition, the TFS Group is currently in a strong financial position and there is no reason why fixed and volumetric charge fees would not be paid by the TFS Group;
- In the case of water arrangements in Western Australia and Queensland there is a risk that the respective State governments will change their water policies, water supply and infrastructure maintenance which currently are provided by the Co-operative and SunWater. This could result in changes to allocations, security of water supply for the life of the Project and water charges. Currently in both States TFS Properties believes that the water supply is for the life of the Project however change in State government policy may affect this. As at the date of this PDS, TFS Properties is not aware of any actions in relation to changes to water arrangements in Western Australia or Queensland which could endanger the relevant water allocation; and there is current media coverage that the WA Department of Water is looking at reducing the annual Bulk Water Allocation to the Ord Irrigation Cooperative. If this occurs then the water licences will be reduced proportionally.
- In the case of water arrangements in the Northern Territory, the Department of Land Resource Management will issue water licences for a 10 year period at the cost of the nominal licence fee. All water usage is determined by an Annual Announced Allocation process that dictates how much water each licence holder can use in a given Water Year. The risk to Growers if the Project or part of the Project is established in the Northern



*Newly planted sandalwood and host tree under drip irrigation – Midway, NT*

Territory is that the decision of the Department in relation to renewing licences after the 10 year period is unknown and therefore there is currently no guarantee that water allocations will be sufficient or that water licences will be for the life of the Project. However, once the Water Allocation Plan for the Ooloo Aquifer is adopted by the Northern Territory government it is TFS' current intention to apply for special ministerial consent to obtain 18 year licences which will be sufficient for the term of the project. As the size of the Project will not be known until all applications for Sandalwood Lots have been received, TFS Properties is unable to confirm as at the date of this PDS which land from its land bank will be used for the Project and whether Northern Territory land will be used. Prior to choosing to plant any Project trees in this region TFS Properties will review the water licences for each geographic location to ensure that risks associated with that location are minimal and that adequate licences are in place.

- Water supply in Western Australia, Queensland and the Northern Territory is regulated on a seasonal basis. Different water authorities determine the level of allocations for any given year at a defined point and then allocate the amount of water that can be used against the licence that a licence holder possesses. The annual allocations are determined by the previous usage, current water storage volumes and rainfall recharge into the catchment system. If there is successive drought weather then annual allocations can be reduced.

#### **Will the Responsible Entity Charge Project Assets?**

No Project assets will be charged. However, the TFS Group has provided a charge to BTA Institutional Services Australia Pty Ltd as the trustee under a secured bond debt facility entered into with the TFS Group in 2011 in respect of \$150 million in debt funding and a further US\$50m during 2015. This charge covers (with some exclusions) all present and future property of TFS Properties Ltd and TFS Leasing Pty Ltd, including TFS Group owned and leased land which are used to plant the Growers' trees for the Project and the shares held by TFS Properties in the Ord River Irrigation Co-operative. If TFS Corporation Ltd defaults on its payments under the bonds or otherwise breaches the terms of the bonds, any outstanding amount under the bond facility will become immediately due and payable and the security could be enforced.

The land leases and water assets of the Project are not treated as property of the Scheme.





# Investment Options

The Project offers a number of investment options for investors including annual investment and annual deferred investment options.

## Annual Investment Option

Upon payment of the Establishment Fee, you will acquire an interest in 80% of the Gross Proceeds of Sale.

Pursuant to the Annual Investment Option, after payment of the Establishment Fee, Upfront Annual Fee and Upfront Rent, you elect to pay the ongoing Annual Fee and Rent on an annual basis through the remaining life of the Project. The ongoing Annual Fee and Rent should be tax deductible when paid.

For each year in which you elect to pay the Annual Fee and Rent you will acquire an additional percentage interest in the Gross Proceeds of Sale. That additional interest will range from 1% to 3% plus GST depending on the financial year in which the election is made. See Table 1 on page 27 for these percentages.

If the Upfront Annual Fee and Upfront Rent have not been released by the Independent Custodian in accordance with a resolution of Growers by the commencement of Year 14 of the Project, the Upfront Annual Fee and Upfront Rent will be applied in satisfaction of the Annual Fee and Rent for Year 14 of the Project.

## Annual Deferred Investment Option

Pursuant to the Annual Deferred Investment Option, you pay the Establishment Fee, Upfront Annual Fee and Upfront Rent with the Application (and acquire an interest in 80% of the Gross Proceeds of Sale), but elect (on an annual basis) not to pay the Annual Fee and Rent in any year during the life of the Project. However, deferral of the Annual Fee and Rent in Year 14 is subject to the approval of the Responsible Entity, which will be determined having regard to circumstances such as the availability of the Upfront Annual Fee and Upfront Rent.

In making the decision not to pay the ongoing Annual Fee and Rent, you will not be entitled to the corresponding additional interest in the Gross Proceeds of Sale in relation to that year. The foregone additional interest will range from 1% to 3% plus GST depending on the financial year in which the election is made. See Table 1 on page 27 for the percentages.

In the unlikely event of total destruction of your Sandalwood Lot (refer to Project Details on page 17 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.

## Insolvency Scenario

If TFS Properties is replaced as the Responsible Entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot elect the Annual Deferred Investment Option going forward. This means each Grower will be required to pay the Annual Fee and Rent going forward as set out in Table 3A on page 34 to the Replacement Responsible Entity.

This insolvency scenario is designed to facilitate, if the Responsible Entity is insolvent, the Project having sufficient funds available to meet the ongoing costs. There is no certainty that the Project will continue if TFS Properties becomes insolvent.

## Availability of Finance

Finance for Establishment Fees, the Upfront Annual Fee and Upfront Rent is available from the preferred financier Arwon Finance. All loans are made on commercial terms and are on a full recourse basis secured against the borrower's interest in the Project and sandalwood Trees. Enquire at TFS Properties for an application form setting out interest rates, terms and conditions of loans, and eligibility criteria. Further information is available on the website [www.tfsltd.com.au](http://www.tfsltd.com.au).



# Fees and Other Costs

## Summary of Fees

### Fees per Sandalwood Lot of 1/12th Hectare

Additional fees and costs may apply. Please see pages 25-37 for a complete list and explanation of project fees and costs fees that are listed in AUD.

## Fees Payable on Application

### Establishment Fee (including GST)

Number of Sandalwood Lots applied for by Applicant	Fee per lot
1-11 lots	\$7,975
12 or more lots	\$7,645

### Upfront Fees (including GST)

Fee	Fee per lot
Upfront Annual Fee	\$435
Upfront Rent	\$145

Upon the payment of the Establishment Fee, Growers will acquire an interest in 80% of the Gross Proceeds of Sale (less any applicable deductions as described in this PDS and set out in the Lease and Management Agreement).

## Annual Fees

### Annual Investment Option

Under the Annual Investment Option, Growers can elect to pay the ongoing Annual Fee and Rent on an annual basis.

Fee	Fee per lot
Annual Fee	\$435
Rent	\$145

The Annual Fee and Rent will increase each year at a fixed rate of 3% per annum throughout the duration of the Project.

For each year in which a Grower elects to pay the Annual Fee and Rent, the Grower will acquire an additional percentage interest in the Gross Proceeds of Sale in accordance with the following table:

Year of Election	Additional interest in Gross Proceeds of Sale
Year 1-2	3% (plus GST)
Year 3-4	2% (plus GST)
Year 5-14	1% (plus GST)

### Annual Deferred Investment Option

After paying the Establishment Fee and acquiring an interest in 80% of the Gross Proceeds of Sale (less any applicable deductions), Growers can elect, on an annual basis, not to pay the ongoing Annual Fee and Rent.

For each year in which a Grower elects to defer the payment of the Annual Fee and Rent, the obligation to pay the Annual Fee and Rent will be deemed to have been satisfied and the Grower will not be entitled to acquire the additional interest in the Gross Proceeds of Sale corresponding to that year.



### Details of Fees and Other Costs

The table on the following page shows fees, equity interests and other costs that you may be charged or provide 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 otherwise) 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 following 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.

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 on pages 34-37.

### 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](http://www.fido.asic.gov.au)) has a managed investment fee calculator to help you check out different fee options.





**Table 1 – Fees and Costs**

TYPE OF FEE OR COST	AMOUNT		HOW AND WHEN PAID/GRANTED
	Fees when your money moves in or out of the fund	Annual Investment Option	
<p><b>ESTABLISHMENT FEE</b></p> <p>The fee to apply for an investment in the Project.</p> <p><b>For Applications of:</b></p> <p>between 1 and 11 lots inclusive:</p> <p>12 lots or more:</p> <p>Upon payment of the Establishment Fee, the Grower will acquire an interest in 80% of the Gross Proceeds of Sale.</p> <p>Please refer to subsection (A) in 'Additional Explanation of Fees and Costs' for further details.</p>	<p>\$7,975 per lot</p> <p>\$7,645 per lot</p>	<p>\$7,975 per lot</p> <p>\$7,645 per lot</p>	<p>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.</p> <p>The Grower may elect to:</p> <p>a. pay the whole of the Establishment Fee (and Upfront Annual Fee and Upfront Rent) upon Application;</p> <p>b. pay 20% of the Establishment Fee (and Upfront Annual Fee and Upfront Rent) upon Application and the remainder in instalments within 12 months after Application but prior to 30 June of the following financial year as agreed by Arwon Finance (the '12 Month Interest Free Loan Option'). This option is available to approved applicants only; or</p> <p>c. apply for long-term finance which is available for the Establishment Fee (and Upfront Annual Fee and Upfront Rent) via Arwon Finance. Enquire at TFS for an application form setting out fixed interest rates, eligibility criteria and other terms and conditions of the Principal and Interest Loan.</p>
<p><b>CONTRIBUTION FEE</b></p> <p>Not applicable as no additional contributions to the investment are made after Application.</p>	Not applicable	Not applicable	Not applicable
<p><b>WITHDRAWAL FEE</b></p> <p>Not applicable as Growers are not entitled to withdraw from the Project.</p>	Not applicable	Not applicable	Not applicable
<p><b>TERMINATION FEE</b></p> <p>The fee to close your investment.</p>	Not applicable	Not applicable	Not applicable

TYPE OF FEE OR COST Fees when your money moves in or out of the fund	AMOUNT		HOW AND WHEN PAID/GRANTED
	Annual Investment Option	Annual Deferred Investment Option	
<b>Management Costs</b>			
<p><b>UPFRONT ANNUAL FEE</b></p> <p>One year's Annual Fee will be paid upfront and deposited by TFS Properties in a trust account maintained by the Independent Custodian. This Upfront Annual Fee will be applied in satisfaction of the Annual Fee payable in year 14 of the Project, or, in the event that the Responsible Entity becomes insolvent and unable to provide the Ongoing Services, the Growers may direct the Independent Custodian to release the Upfront Annual Fee and apply it in satisfaction of the outstanding Annual Fee for the following year of the Project.</p> <p>Please refer to subsection (B) in 'Additional Explanation of Fees and Costs' for further details.</p>	\$435 per lot	\$435 per lot	<p>The whole of the Upfront Annual 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.</p> <p>The Grower may elect to finance Upfront Annual Fee with the Establishment fee via the 12 Month Interest Free Loan Option or the Principal and Interest Loan Option.</p> <p><b>Insolvency Scenario</b></p> <p>In the event that the Responsible Entity becomes insolvent and unable to provide the Ongoing Services the Growers may, by resolution, direct the Independent Custodian to release the Upfront Annual Fee and apply it in satisfaction of the outstanding Annual Fee for the following year of the Project.</p>
<p><b>UPFRONT RENT</b></p> <p>One year's Rent will be paid upfront and deposited by TFS Properties in a trust account maintained by an Independent Custodian. This Upfront Rent will be applied in satisfaction of the Rent payable in year 14 of the Project, or in the event that the TFS Properties becomes insolvent and unable to pay the Rent on behalf of the Grower to TFS Leasing when it falls due and payable, or TFS Leasing becomes insolvent and therefore unable to pay the rent owing to the Head Lessor pursuant to the Head Lease, Growers may direct the Independent Custodian to release the Upfront Rent to the Head Lessor (or Head Lessors) and apply it in satisfaction of the rental payments that are payable under the Head Lease.</p> <p>Please refer to subsection (C) in 'Additional Explanation of Fees and Costs' for further details.</p>	\$145 per lot	\$145 per lot	<p>The whole of the Upfront Rent is due and payable by the Grower to the Responsible Entity upon the Grower executing and returning the Application Form to the Responsible Entity.</p> <p>Growers can elect to finance the Upfront Rent with the Establishment Fee via the 12 Month Interest Free Loan Option or the Principal and Interest Loan Option.</p> <p><b>Insolvency Scenario</b></p> <p>In the event that TFS Leasing becomes insolvent and therefore unable to pay the Rent then Growers may, by resolution, direct the Independent Custodian to release the Upfront Rent and apply it in satisfaction of the outstanding Rent for the following year of the Project.</p>

TYPE OF FEE OR COST Fees when your money moves in or out of the fund	AMOUNT		HOW AND WHEN PAID/GRANTED
	Annual Investment Option	Annual Deferred Investment Option	
<p><b>ANNUAL FEE</b></p> <p>This fee covers ongoing annual costs of the Project.</p> <p>Please refer to subsection (D) in 'Additional Explanation of Fees and Costs' for further details.</p>	\$435 per lot <sup>1</sup>	<p>For each Financial Year that the Grower pays and the Responsible Entity receives (and retains) the Annual Fee and Rent, the Grower will acquire an additional direct percentage interest in the Gross Proceeds of Sale less any applicable deductions in accordance with the following:</p> <p>Years 1-2: 3% + GST</p> <p>Years 3-4: 2% + GST</p> <p>Years 5-14: 1% + GST</p>	<p>Under the Annual Investment Option, the Annual Fee and Rent are invoiced to the Grower on 1 January of Years 1 to 14 of the Project.</p> <p>For each Financial Year that the Grower pays and the Responsible Entity receives (and retains) the Annual Fee and Rent, Growers will acquire an additional direct percentage interest in the Gross Proceeds of Sale less any applicable deductions following Harvest of the Sandalwood Lots.</p> <p>Under the Annual Deferred Investment Option, the Grower elects not to pay the Annual Fee and Rent resulting in the Grower not being entitled to the additional interest in the Gross Proceeds of Sale corresponding to that year.</p> <p>If the Upfront Annual Fee and Upfront Rent are not released from the Independent Custodian account prior to the commencement of Year 14 of the Project, the Upfront Annual Fee and Upfront Rent will be applied in satisfaction of the Annual Fee and Rent in Year 14 of the Project.</p> <p>Note: The deferral of the Annual Fee and Rent in Year 14 is subject to the approval of the Responsible Entity, which will be determined by the availability of the Upfront Annual Fee and Upfront Rent.</p> <p><b>Insolvency scenario</b></p> <p>If TFS Properties is replaced as the Responsible Entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot elect the Annual Deferred Investment Option going forward. This means each Grower will be required to pay the Annual Fee and Rent going forward as set out in Table 3A to the Replacement Responsible Entity.</p> <p>This insolvency scenario is designed to facilitate, if the Responsible Entity is insolvent, the Project having sufficient funds available to meet the ongoing costs. There is no certainty that the Project will continue if TFS Properties becomes insolvent.</p>
<p><b>RENT</b></p> <p>Please refer to subsection (E) in 'Additional Explanation of Fees and Costs' for further details.</p>	\$145 per lot <sup>1</sup>		



TYPE OF FEE OR COST Fees when your money moves in or out of the fund	AMOUNT		HOW AND WHEN PAID/GRANTED
	Annual Investment Option	Annual Deferred Investment Option	
<p><b>HARVEST AND PROCESSING FEE</b> (estimated)</p> <p>Please refer to sub-section (F) in 'Additional Explanation of Fees and Costs' for further details.</p>	\$1,333 (plus GST) per lot	\$1,333 (plus GST) per lot	Deducted from the Grower's Gross Proceeds of Sale prior to distribution of the Grower's proceeds from the Project.
<p><b>SELLING AND MARKETING FEE</b></p> <p>Please refer to sub-section (G) in 'Additional Explanation of Fees and Costs' for further details.</p>	5% (plus GST) of Gross Proceeds of Sale	5% (plus GST) of Gross Proceeds of Sale	Deducted from the Grower's Gross Proceeds of Sale prior to distribution of the Grower's proceeds from the Project.
<p><b>INCENTIVE FEE</b></p> <p>An amount payable to the Responsible Entity by reference to the performance of the Project. Please refer to sub-section (I) in 'Additional Explanation of Fees and Costs' for further details.</p>	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.

TYPE OF FEE OR COST Fees when your money moves in or out of the fund	AMOUNT		HOW AND WHEN PAID/GRANTED
	Annual Investment Option	Annual Deferred Investment Option	
<b>Service Fees</b>			
<p><b>INSURANCE FEE</b></p> <p>The fee payable by Growers who have requested the Responsible Entity to obtain insurance on their behalf.</p> <p>Note that all Growers who have obtained finance for their investment through Arwon Finance must obtain insurance in respect of their Sandalwood Lots.</p> <p>Please refer to sub-section (H) in 'Additional Explanation of Fees and Costs' for further details.</p>	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 affected on behalf of the Grower by the Responsible Entity.
<p><b>SWITCHING FEE</b></p> <p>The fee for changing investment options.</p>	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 twelfth 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 cost, 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 twelve lots (i.e. one hectare) then you will be required to pay \$91,740 (that is, 12 lots at \$ 7,645 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 (and Upfront Annual Fee and Upfront Rent) upon Application;
- b. approved applicants can pay 20% of the Establishment Fee (and Upfront Annual Fee and Upfront Rent) upon Application and the remainder in instalments within 12 months after Application but prior to 30 June of the following financial year as agreed by Arwon Finance (the '12 Month Interest Free Loan Option'). An administration fee of \$100 will apply to each 12 Month Interest Free Loan Application; or
- c. long-term finance is available to approved applicants for the Establishment Fee (and Upfront Annual Fee and Upfront Rent) via Arwon Finance. Enquire at TFS for an application form setting out fixed interest rates, eligibility criteria and other terms and conditions of the Principal and Interest Loan.

### 12 Month Interest Free Loan

Refer to pages 97-106 of this PDS for the terms and conditions of the loan agreement for the 12 Months Interest Free Loan. Potential borrowers should read the loan agreement in full before applying for a loan.



Arwon Finance 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 97 of this PDS together with the Grower Application Form to TFS Properties. Approval or non-approval of the terms and conditions for the 12 Month Interest Free Loan will be issued direct from Arwon Finance.

Arwon Finance may charge you interest on overdue amounts at a rate of 15% 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 under the Lease and Management Agreement in

favour of Arwon Finance as security for payment of amounts due under the Loan Agreement. The loan under the 12 Month Interest Free Loan Option is secured on a full recourse basis secured against the borrower's interest in the Project and sandalwood trees. Accordingly, borrowers will remain liable to repay the amount made available under the loan should the Project fail.

You may elect to pay the balance of the amount owing early by notifying Arwon Finance. 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 has given you 14 days written notice to remedy the situation and payment has still not been made, the balance owing under the Loan Agreement will become immediately due and payable. Arwon Finance may also take legal proceedings to recover the amount, resume all rights, title and interest which you had in your Sandalwood Lot(s), or do anything which an owner of the Sandalwood Lot(s) is



Staff assessing seed viability – Kununurra Nursery, WA



entitled to do under the Lease and Management Agreement.

The loan administration fee, interest on overdue amounts and repayment of the principle sum are the only amounts to be received by Arwon Finance in connection with a 12 Month Interest Free Loan. No other member of the TFS Group, including the Responsible Entity, will receive any amounts in relation to you entering into finance arrangements with Arwon Finance under a 12 Month Interest Free Loan.

### **Principal and Interest Loan**

Please contact TFS Properties Ltd for an application form setting out fixed interest rates (on commercial rates), eligibility criteria and the terms and conditions of the Principal and Interest Loan. Potential borrowers should read the loan agreement in full before applying for a loan.

Arwon Finance will monitor the level of applications received under the Principal and Interest Loan Option and is not obliged to accept all Principal and Interest Loan applications. Further, applications for the Principal and Interest Loan Option will be reviewed on an application by application basis.

If you choose the Principal and Interest Loan Option, you must complete and return the Principal and Interest Loan Option application form together with the Growers Application Form to TFS Properties. Approval or otherwise of the terms and conditions for the Principal and Interest Loan will be issued direct from Arwon Finance.

Arwon Finance may charge you interest on overdue amounts at the Lower Fixed Rate plus 3% per annum. This shall be known as the Higher Rate as described in the Loan Agreement. This rate shall be calculated on a daily basis until payment is received.

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

You may elect to pay the balance of the outstanding Arwon Finance loan owing before the agreed date of maturity by notifying Arwon Finance. Charges may be incurred for early repayment in accordance with the Principal and Interest Loan Agreement.

If you do not pay the required instalment pursuant to the Principal and Interest Loan Agreement, then provided Arwon Finance has given you 14 days written notice to remedy the situation and payment has still not been made, the balance owing under the Principal and Interest Loan Agreement will become immediately due and payable. Arwon Finance 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.

All loans are made on commercial terms and are on a full recourse basis secured against the borrower's interest in the Project and sandalwood trees. Accordingly, borrowers will remain liable to repay the amount made available under the loan plus interest should the Project fail.

The loan application fee, repayment of the principle sum together with applicable interest are the only amounts to be received by Arwon Finance in connection with a Principal and Interest Loan. No other member of the TFS Group, including the Responsible Entity, will receive any amounts in relation to you entering into finance arrangements with Arwon Finance under a Principal and Interest Loan.

Further information is available on the website [www.tfsltd.com.au](http://www.tfsltd.com.au).

### **b. Upfront Annual Fee**

One year's Annual Fee will be paid upfront and deposited by TFS Properties into a trust account maintained by the Independent Custodian. This Upfront Annual Fee will be applied in satisfaction of the Annual Fee payable in Year 14 of the Project, unless released earlier in the circumstances described in the "Insolvency Scenario" on the following page.

Growers can elect to finance the Upfront Annual Fee with the Establishment Fee via the 12 Month Interest Free Loan Option or the Principal and Interest Loan Option.



*Plantation staff inspecting a one year old sandalwood tree – Kununurra, WA*





### **Insolvency Scenario**

In the event that the Responsible Entity becomes insolvent and unable to pay for the Ongoing Services in that year of the Project then Growers may, by resolution, direct the Independent Custodian to release the Upfront Annual Fee and apply it in satisfaction of the outstanding Annual Fee for the following year of the Project.

### **c. Upfront Rent**

One year's Rent will be paid upfront and deposited by TFS Properties into a trust account maintained by the Independent Custodian. This Upfront Rent will be applied in satisfaction of the Rent payable in year 14 of the Project, unless released earlier in the circumstances described in the "Insolvency Scenario" below.

Growers can elect to finance the Upfront Rent with the Establishment Fee via the 12 Month Interest Free Loan Option or the Principal and Interest Loan Option.

### **Insolvency Scenario**

In the event that TFS Properties becomes insolvent and is unable to pay the Rent on behalf of the Growers to TFS Leasing when it falls due, or TFS Leasing becomes insolvent and therefore unable to pay the rent to the Head Lessor as required by the Head Lease, then Growers may, by resolution, direct the Independent Custodian to release the Upfront Rent Fee to the Head Lessor or Head Lessors to be applied in satisfaction of rental payments that are payable under the Head Lease.

### **d. 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 6 months in arrears and 6 months in advance on 1 January each year (commencing on the 1 January immediately following the Establishment Period). The invoice for the Annual Fee will set out the total amount to be paid and will contain a breakdown of the composition of the total fee.

For example, if you invest on or before 30 June 2016 the Sandalwood Lot will be planted within 18 months of the Commencement Date (i.e. at the latest by 31 December 2017), and the first Annual Fee will be invoiced on or about 1 January 2018 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 14 (i.e. payable for 14 years in total).

The Annual Fee for one Sandalwood Lot is \$435 (including GST).

### **Insolvency Scenario**

If TFS Properties is replaced as the responsible entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot elect the Annual Deferred Investment Option going forward. This means each Grower will be required to pay the Annual Fee going forward as set out in Table 3A to the Replacement Responsible Entity.

This insolvency scenario is designed to facilitate, if the Responsible Entity is insolvent, the Project having sufficient funds available to meet the ongoing costs. There is no certainty that the Project will continue if TFS Properties becomes insolvent.

### **e. 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 \$145 (including GST). Second and subsequent Rent charges will 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 14 (i.e. payable for 14 years in total).

### **Insolvency Scenario**

If TFS Properties is replaced as the responsible entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot elect the Annual Deferred Investment Option going

forward. This means each Grower will be required to pay the Rent going forward as set out in Table 3A on page 34 to the Replacement Responsible Entity.

This insolvency scenario is designed to facilitate, if the Responsible Entity is insolvent, the Project having sufficient funds available to meet the ongoing costs. There is no certainty that the Project will continue if TFS Properties becomes insolvent.

#### **f. Harvest 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 (12 Sandalwood Lots). It should be noted that this is an estimate, and actual Costs of Harvest 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 18). In the event that you elect to take your own sandalwood, you must pay the Costs of Harvest and Processing prior to being able to collect it.

If you elect to take your own sandalwood you cannot rely on the ATO Product Ruling in respect to your Sandalwood Lots in the Project, and you will not be able to participate in the Annual Deferred Investment Option. Refer to page 18 of this PDS for further information in relation to the election to collect your own sandalwood.

The current Harvest plan is to remove 100% of the wood at maturity which is expected in Year 14 to 16 after planting. However the plan may be adjusted as required based on the demand for sandalwood in that year, price and an assessment of heartwood yields.

#### **g. 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 TFS Properties is marketing and selling 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.

#### **h. Insurance**

TFS Properties will use its reasonable endeavours to 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.

At any time after the end of the Establishment Period, you may request TFS Properties to arrange, at your expense, insurance of your Leased Area against destruction or damage by fire, windstorm and malicious damage.

If you are indebted to Arwon Finance for loans made for fees due under the provisions of the Lease and Management Agreement or this PDS, you will be responsible for affecting your own insurance at all times, as TFS Properties will not take out insurance cover for you at any time.





**i. 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 section of the Fees and Costs Template in Table 1.

The Target Net Proceeds of Sale is set at \$100,000 per Sandalwood Lot in accordance with the terms of the Lease and Management Agreement. The Target Net Proceeds of Sale is set at \$100,000 per Sandalwood Lot in future dollar terms. This means, in an inflationary environment, \$100,000 is a lower Target Net Proceeds of Sale than \$100,000 represents in value today.

**j. 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.



Irrigation Pump Station – Kingston Rest, WA

**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 can use this table to compare the product offered under this PDS with other managed investment products.

**Table 2 – Example of Annual Fees and Costs – Annual Investment Option**

EXAMPLE – the Annual Investment Option		
<b>BALANCE OF \$50,000.</b> (This figure is used to facilitate comparisons with other managed investment products and is the equivalent of an Application for 6.26 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	\$435 per lot	For every \$50,000 you have invested in the Project you will be charged the Annual Fee of \$2,723 for each of Years 1 to 14*.
Rent	\$145 per lot	For every \$50,000 you have invested in the Project you will be charged Rent of \$907 for each Years 1 to 14*.
Cost of fund	\$580 per lot	If you had an investment of \$50,000 at the beginning of the year you would be charged fees of: <b>\$3,630 pa indexed annually by 3%</b> <b>What it costs you will depend on the investment option you choose.</b>

\*The Upfront Annual Fee and Upfront Rent may be applied in satisfaction of the Annual Fee and Rent for Year 14 of the Project.





**Table 3A: Annual Investment Option (One Sandalwood Lot)**

<b>Project Year</b>	0	Est. period	1	2	3
<b>Financial Year Ending 30 June</b>	2016	2017	2018	2019	2020
<b>Invoice Date</b>	by 30-Jun-16	1-Jan-17	1-Jan-18	1-Jan-19	1-Jan-20
<b>Fixed Cost Escalation (3%)</b>			100%	103%	106%

**Grower Costs (GST Inclusive)**

<b>Establishment Fee</b>	7,975				
<b>Upfront Annual Fee and Upfront Rent</b>	580				
<b>Annual Fee</b>	-	-	435	448	461
<b>Rent</b>	-	-	145	149	154
<b>Total Costs</b>	<b>8,555</b>	-	<b>580</b>	<b>597</b>	<b>615</b>

**Application of Upfront Fees (plus interest)**

<b>GST Rebate</b>	(778)	-	(53)	(54)	(56)
<b>Grower Cashflow (Exclusive of Tax, Finance, Revenue Returns)</b>	<b>7,777</b>	-	<b>527</b>	<b>543</b>	<b>559</b>

**Notes (Annual Investment Option):**

1. Assumes Grower is resident in Australia for tax purposes and has invested in one Sandalwood Lot.
2. Annual Fee and Rent have been provided in Table 1 of this PDS in Australian dollars as at 30 June 2016. 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. Additional costs to the above include (GST exclusive):
  - i) Selling and Marketing Fee of 5.0% of the Gross Proceeds of Sale.
  - ii) Incentive Fee of 30% of revenues over the Target Net Proceeds of Sale of \$100,000.
  - iii) Harvest and Processing Fee (estimated) at \$1,333 per lot (in today's dollars).
  - iv) Insurance fees where applicable.

5. Numbers have been rounded to the nearest whole number.
6. It has been assumed that the Establishment Fees paid on Application and not by instalments pursuant to the 12 Month Interest Free Loan Option.
7. If the Upfront Annual Fee and Upfront Rent are not released from the Independent Custodian account prior to the commencement of Year 14 of the Project, the Upfront Annual Fee and Upfront Rent will be applied in satisfaction of the Annual Fee and Rent in Year 14 of the Project.



Foreground: New planting. Background: 1 year old trees – Midway, NT

	4	5	6	7	8	9	10	11	12	13	14	15	16
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	1-Jan-21	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33
	109%	113%	116%	119%	123%	127%	130%	134%	138%	143%	147%	151%	156%

475	490	504	519	535	551	568	585	602	620	639	-	-
158	163	168	173	178	184	189	195	201	207	213	-	-
<b>634</b>	<b>653</b>	<b>672</b>	<b>693</b>	<b>713</b>	<b>735</b>	<b>757</b>	<b>779</b>	<b>803</b>	<b>827</b>	<b>852</b>	-	-

										(852)		
(58)	(59)	(61)	(63)	(65)	(67)	(69)	(71)	(73)	(75)	-	-	-
<b>576</b>	<b>593</b>	<b>611</b>	<b>630</b>	<b>648</b>	<b>668</b>	<b>688</b>	<b>709</b>	<b>730</b>	<b>752</b>	-	-	-

**Table 3B: Annual Deferred Investment Option (One Sandalwood Lot)**

Project Year	0	Est Period	1	2	3	4
Financial Year Ending 30 June	2016	2017	2018	2019	2020	2021
Invoice Date	by 30-Jun-16	1-Jan-17	1-Jan-18	1-Jan-19	1-Jan-20	1-Jan-21
Fixed Cost Escalation (3%)			100%	103%	106%	109%
TFS Retained Interest (Total 20%)			3%	3%	2%	2%

**Example 1: Annual Fees Paid Years 6-14**

**Grower Costs (GST Inclusive)**

Establishment Fee	7,975					
Upfront Annual Fee and Upfront Rent	580					
Annual Fee	-	-	-	-	-	-
Rent	-	-	-	-	-	-
Application of Upfront Fees (plus interest)	-	-	-	-	-	-
GST Rebate	(778)	-	-	-	-	-
<b>Total Costs</b>	<b>7,777</b>	-	-	-	-	-
<b>Total Costs Not Paid (GST excl.)</b>			<b>527</b>	<b>543</b>	<b>559</b>	<b>576</b>
<b>Percentage of Gross Proceeds of Sale</b>			<b>3%</b>	<b>3%</b>	<b>2%</b>	<b>2%</b>

**Example 2: Annual Fees Paid Years 1-5**

**Grower Costs (GST Inclusive)**

Establishment Fee	7,975					
Upfront Annual Fee and Upfront Rent	580					
Annual Fee	-	-	435	448	461	475
Rent	-	-	145	149	154	158
Application of Upfront Fees (plus interest)	-	-	-	-	-	-
GST Rebate	(778)	-	(53)	(54)	(56)	(58)
<b>Total Costs</b>	<b>7,777</b>	-	<b>527</b>	<b>543</b>	<b>559</b>	<b>576</b>
<b>Total Costs Not paid (GST Excl.)</b>						
<b>Percentage of Gross Proceeds of Sale</b>						

**Example 3: No Annual Fees Paid**

**Grower Costs (GST Inclusive)**

Establishment Fee	7,975					
Upfront Annual Fee and Upfront Rent	580					
Annual Fee	-	-	-	-	-	-
Rent	-	-	-	-	-	-
Application of Upfront Fees (plus interest)	-	-	-	-	-	-
GST Rebate	(778)	-	-	-	-	-
<b>Total Costs</b>	<b>7,777</b>	-	-	-	-	-
<b>Total Costs Not Paid (GST excl.)</b>			<b>527</b>	<b>543</b>	<b>559</b>	<b>576</b>
<b>Percentage of Gross Proceeds of Sale</b>			<b>3%</b>	<b>3%</b>	<b>2%</b>	<b>2%</b>

**Notes (Annual Deferred Investment Option):**

- Assumes Grower is resident in Australia for tax purposes and has invested in one Sandalwood Lot.
- Annual Fee and Rent have been provided in Table 1 of this PDS in Australian dollars as at 30 June 2016. Fixed price escalation of 3% per annum commences from the end of the Establishment Period.

- There is an annual election to pay Annual Fee and Rent (See Table 3A).
- Additional costs to the above include (GST exclusive):
  - Selling and Marketing Fee of 5.0% of the Gross Proceeds of Sale.
  - Incentive Fee of 30% of revenues over the Target Net Proceeds of Sale of \$100,000.

- Harvest and Processing Fee (estimated) at \$1,333 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.



	5	6	7	8	9	10	11	12	13	14	15	16
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33
	113%	116%	119%	123%	127%	130%	134%	138%	143%	147%	151%	156%
	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	0%	0%

-	504	519	535	551	568	585	602	620	639	-	-
-	168	173	178	184	189	195	201	207	213	-	-
-	-	-	-	-	-	-	-	-	(852)	-	-
-	(61)	(63)	(65)	(67)	(69)	(71)	(73)	(75)	-	-	-
-	611	630	648	668	688	709	730	752	-	-	-
<b>593</b>											
<b>1%</b>											

490	-	-	-	-	-	-	-	-	639	-	-
163	-	-	-	-	-	-	-	-	213	-	-
-	-	-	-	-	-	-	-	-	(852)	-	-
(59)	-	-	-	-	-	-	-	-	-	-	-
593	-	-	-	-	-	-	-	-	-	-	-
	<b>611</b>	<b>630</b>	<b>648</b>	<b>668</b>	<b>688</b>	<b>709</b>	<b>730</b>	<b>752</b>			
	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>			

-	-	-	-	-	-	-	-	-	639	-	-
-	-	-	-	-	-	-	-	-	213	-	-
-	-	-	-	-	-	-	-	-	(852)	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
<b>593</b>	<b>611</b>	<b>630</b>	<b>648</b>	<b>668</b>	<b>688</b>	<b>709</b>	<b>730</b>	<b>752</b>	-	-	-
<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>	<b>1%</b>			

- If TFS Properties is replaced as the Responsible Entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot elect the Annual Deferred Investment Option.
- If the Upfront Annual Fee and Upfront Rent are not released from the Independent Custodian account prior to the commencement of Year 14 of the Project, the Upfront Annual Fee and Upfront Rent will be applied in satisfaction of the Annual Fee and Rent in Year 14 of the Project.



# 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 potential returns.

To calculate the potential 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 to 17 year project with any certainty.

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

An investor in the Project should be looking for long term investment returns, and should not be anticipating a return before the 14th to 16th year after planting which is proposed as the year of Harvest.

## Secondary Market

Legislation has applied from 1 July 2007 which has clarified the tax treatment of the deductions for the initial investors of a forestry MIS who dispose of their interests prior to harvest and clarifies the ongoing payments made by those secondary investors in relation to

forestry MIS. Since this time, trading in forestry MIS has been facilitated by the ability of initial investors to maintain the tax deductibility of payments made to the forestry MIS in the event that their interest is held for a period of four 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 83 of this PDS.

Returns are also influenced by the individual taxation position of Growers, and the risks detailed in the 'Risks and Safeguards' section on pages 42. 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 change 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 current estimate of yield assumptions. Further information is available in the Expert Forester's Report on page 56 of this PDS.

- Trees will be planted at a rate that's sufficient to reasonably expect to result in at least 35 sandalwood trees per Sandalwood Lot being available for Harvest. This allows for a survival rate of approximately 83%.
- The total production of oil-bearing heartwood per sandalwood tree to be harvested is currently estimated at 20kg assuming a moisture content of approximately 25% at the point of sale. The subsequent average heartwood production per Sandalwood Lot is estimated at 700 kilograms (0.7 tonnes). These estimates are independently verified by Expert Forester Richard Fremlin (see the Expert Foresters' Report on page 56).
- The harvest of the sandalwood trees is expected to occur between year 14 to year 16 after establishment, as per the Manager's discretion.

- The oil yield extracted out of the heartwood is estimated at 3.7% at a moisture content of 25%.

More information about yield and Harvest assumptions is contained in the Expert Forester's Report on page 56.

## Other Important Assumptions

### Price

Mr. Anantha Padmanabha, a Forestry and Sandalwood Market Expert from Bangalore who has focused his expertise on the Indian sandalwood tree, has written an Expert Sandalwood Market Report for inclusion in this PDS. The information contained below is found in more detail in that Report on page 61.

The auction price of Indian sandalwood heartwood in India has increased from \$30,900 per tonne in 2000 to \$212,409 (\$244,270 inc 15% tax) per tonne in 2015. This equates to an annually compounding price growth over the last 15 years of approximately 14%.

It should be noted that the price of heartwood from Indian auctions relate to mature wild sourced trees. These do not necessarily reflect anticipated prices for 14 to 16 year old plantation sourced heartwood. As earlier stated, the sale of estimated sandalwood derived from the TFS' first project, the EKS project, sold at public tender for an average of \$101,115 per tonne of estimated heartwood. Subsequently, the sale of TFS' second project, TFS 2, sold for an average price of \$123,000 per tonne of estimated heartwood.

Please refer to the inside cover of this PDS for information on the exchange rates used for these auction prices.

We also note the following:

- The wood sold at the Tamil Nadu and Kerala auctions in India 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 approximately 3.7% oil content (at a moisture content of about 25%) may be achieved.
- The oil yield from heartwood from our 2014 harvest (EKS), was approximately 3%. This is due to the trees ranging in age from 12-15 years old. TFS estimates that 14-16 year old trees harvested from our current day plantations should yield approximately 3.7% oil.

In December 2004, 40 samples were taken from 14 year old Indian sandalwood trees owned by the Western Australian Forest Products Commission ('FPC') (a Government agency). Tests performed on these samples showed a 3.15% average oil (at a moisture content of 45% - 50%) yield from the heartwood.

In 2010 / 2011, TFS sampled 90 trees owned by the FPC that were a mix of 19 to 23 year old trees. The results showed an average oil yield of 4.6% from the heartwood. The mean Heartwood per tree was 25.0kg. These results were all calculated at a moisture content of 25%.

This study proved that commercial yields of heartwood could be generated from plantation trees established in the Ord River Irrigation Area ('ORIA'). The trees used in this trial harvest represent some of the first plantings in the ORIA. These results support the continued development of a plantation grown Indian sandalwood industry in the ORIA. Silvicultural practices have improved significantly since these trees were planted.

A strong correlation was observed between diameter over bark ('DOB') at 20cm, age and merchantable mass, heartwood and sandalwood oil yield. This correlation supports the proposition that trees with a large DOB at 20cm and high tree mass promote heartwood development. This relationship is also contributing to the development of a predictive model for these characteristics in standing trees, which is the subject of ongoing research.

The yield results were independently audited by the University of Western Australia.

- 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 Forest Produce 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 yield assumptions.

• Investors should note that the Project's life will be approximately 15 to 17 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 Sandalwood Market Report (on page 61 of this PDS) that he anticipates ongoing price increases for heartwood of at least 5% per annum for the life of the Project.

### Harvest and Processing

• The present day costs of Harvesting, transporting to Store and Processing the Indian sandalwood to Cleaned Logs are estimated by TFS Properties to be about \$1,333 (plus GST) per Sandalwood Lot.

• The Costs of Harvest and Processing provided are an estimate. Actual Costs of Harvest and Processing will be deducted from the Gross Proceeds of Sale prior to distribution.

### Exchange Rate

• The Indian 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 Dollar. 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.





# Taxation

The Project offers investors taxation benefits through an Australian Taxation Office approved Product Ruling.

## Tax Deductions

A Product Ruling ensures that you are entitled to an allowable deduction for all Establishment Fees, Upfront Annual Fees, Upfront Rent, Annual Fees and Annual Rent when paid. It is important to note that Growers who elect to collect their Sandalwood Lot cannot rely on the ATO Product Ruling in respect of their Sandalwood Lots in the Project.

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 Monies are paid where the Establishment Services are completed within 18 months of the date that the Responsible Entity first accepts an Application from an investor 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 (PR 2016/1) 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 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 is 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, Upfront Annual Fees, Upfront Rent, ongoing Annual Fees and Rent and is payable on any income received from the Gross Proceeds of Sale at Harvest. All prices quoted are GST inclusive unless specified otherwise.

GST is a broad based indirect tax. It is a tax that is charged on the supply of goods and services in Australia and on imported goods. 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 \$75,000 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 may also be liable to pay GST on any income received from the Gross Proceeds of Sale at Harvest.

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







# Risks and Safeguards

An investment in this Project is long term, and may be adversely affected 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.

Please also refer to the section 'The Indian Sandalwood Plantation' for details of risks associated with the use of land and water infrastructure.

## Agricultural Risks

### Fire

Like many agricultural projects, there is a risk of fire over the dry months, although existing Projects have not experienced any significantly 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 firefighting.

### Climate

TFS Properties' current plantations are located in tropical northern Australia including in and around Kununurra in northern Western Australia, in the Burdekin region in northern Queensland and the Katherine and Douglas Daly regions in the Northern Territory. All land acquired is subject to the land acquisition due diligence protocols TFS currently has in place which include the

need to be located sufficiently inland to be less susceptible to cyclone damage.

Thunderstorms and strong winds represent a risk in this 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 can be identified and remedied where possible.

TFS manages these risks through good forestry practice relating to land preparation, weed control, nursery management, and 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 the FPC in the ORIA as well as TFS's first two projects. While this Project is based on published research on Indian sandalwood and experience gained by TFS Properties 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 between the time of investment and the time of Harvest.

### Plantation Sandalwood Price Discount

The price of sandalwood will influence the financial returns of the Project. As sandalwood grows 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). It is anticipated that sandalwood in the Project will be harvested at age 14 to 16 years. Consequently 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 consideration 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 in 2004 on 20 of the 14 year old trees from the FPC's experimental plantation showed an average oil yield of 3.15% (at a moisture content of 45% to 50%). This oil complied with the International Standards Organisation Quality Standards (ISO/DFIS 3518) for Santalum album oil with comfortable margins to the upper and lower specification limits (see Expert Forester's Report for further details).

In 2010 / 2011 there was further testing on 90 FPC trees that were aged between 19 to 23 years. The results of the trial harvest showed an average oil yield of 4.6% under a moisture content of 25%. The oil distilled from these trees complied with the International Standards Organisation (ISO/DFIS 3518) for Santalum album oil with comfortable margins to the upper and lower quality specification limits. Please refer to section 38 for more details on assumptions.

### Increased Costs and Unexpected Expenditure by the Responsible Entity

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 importing 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 MIS, 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.



Four year old plantation – Kingston Rest, WA

## 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 the 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 Deductions

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 remains the risks of disallowance of the anticipated tax deductions or failure by the Grower to obtain tax deductions in the year of Application. It is also important to note that the terms of the ATO Product Ruling provides that Growers who elect to collect their own sandalwood after Harvest cannot rely on the ATO Product Ruling in respect of their Sandalwood Lots in the Project. Therefore, should you apply for Sandalwood Lots and elect to collect your own sandalwood after Harvest then you cannot take advantage of the ATO Product Ruling. Refer to page 18 of this PDS for further information in relation to the election to collect your own sandalwood.

## 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 expanded its professional forestry team helping to mitigate this risk through shared knowledge amongst team members.

### Decrease in Sandalwood Project Sales

A decrease in future sandalwood Project sales would result in a decrease in the revenue of the TFS Group and a corresponding decrease in the funds available to meet existing obligations.

However, as noted on pages 79 and 80, TFS Properties believes that the TFS Group has adequate access to working capital from other sources, and ongoing lease and management fees, to ensure that TFS Properties can continue to meet its existing contractual obligations, and to satisfy the requirements which apply to TFS Properties under its Australian Financial Services Licence.

## Insolvency of TFS Corporation

An investment in the Project may be adversely affected if TFS Corporation (the parent company of the TFS Group) has insufficient funds to meet its financial commitments. As detailed in the section 'Financial Information Relating to the Responsible Entity', TFS Corporation issued US\$150m in Senior Secured Notes in June 2011 and a further US\$50m during 2015. This debt facility is secured by guarantees from the companies within the TFS Group including TFS Properties and TFS Leasing, and a charge covering (with some exclusions) all present and future property of TFS Properties and TFS Leasing, including TFS Group owned and leased land which are used to plant the Growers' trees for the Project and the shares held by TFS Properties in the Ord River Irrigation Co-operative. Accordingly, a failure by TFS Corporation to meet its financial commitments under the debt facility, any outstanding amount under the facility will become immediately due and payable and these guarantees or securities could be enforced.

Information regarding the TFS Group financial position is set out on page 78 of the PDS.

## Insolvency of the Responsible Entity

An investment in the Project may be adversely affected if TFS Properties has insufficient funds to meet its financial commitments, or to meet the financial requirements imposed by TFS Properties' Australian Financial Services Licence.

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.

In the event that TFS Properties were to become insolvent, the ongoing viability of the Project would rely upon the ability to engage a new entity to act as the responsible entity of the Project. There is no guarantee that an alternative qualified and willing responsible entity would be available.

To increase Grower protection in such a circumstance by ensuring that there are funds available to meet the ongoing costs of the Project, each Grower shall pay one year's Annual Fee upfront which shall be deposited by TFS Properties into a trust account maintained by the Independent Custodian. In the event that the Responsible Entity becomes insolvent and therefore unable to pay for the Ongoing Services in that year







of the Project, Growers may pass a resolution directing the Responsible Entity to instruct the Independent Custodian to release the Upfront Annual Fee and apply it in satisfaction of the outstanding Annual Fee for the following year of the Project. If Growers have not resolved to direct the Independent Custodian to release the Upfront Annual Fee by the commencement of Year 14 of the Project, the Upfront Annual Fee will be applied in satisfaction of the Annual Fee payable in Year 14 of the Project.

However, as set out on page 78, the TFS Group is currently in a strong financial position. Furthermore there are a number of measures contained in the Project structure (e.g. the Subsequent Establishment Payment Fund and the Upfront Payment Fund, the trigger for compulsory fees, and the land registration measures) which endeavour to provide the necessary funding, incentives and/or protection for the Project to continue unaffected despite an insolvency event occurring to the Responsible Entity.

#### **Insolvency of TFS Leasing Pty Ltd**

An investment in the Project may be adversely affected if TFS Leasing Pty Ltd (TFS Leasing) has insufficient funds to meet its financial commitments.

The insolvency of TFS Leasing may result in the suspension or termination of the Project as TFS Leasing is the sub-lessor of the underlying land to Growers.

In the event that TFS Leasing was to become insolvent, the ongoing viability of the Project would be uncertain. There is no guarantee that the Project would continue or an alternative arrangement could be reached.

To increase Grower protection in such a circumstance by ensuring that there are funds available to meet the ongoing costs of the Project, each Grower shall pay one year's Rent upfront which shall be deposited by TFS Properties into a trust account maintained by the Independent Custodian. In the event that TFS Leasing becomes insolvent and therefore unable to pay rent to the Head Lessor, Growers may pass a resolution directing the Responsible Entity to instruct the Independent Custodian to release the Upfront Rent and apply it in satisfaction of the rental payments that are payable under the Head Lease. If Growers have not resolved to direct the Independent Custodian to release the Upfront Rent by the commencement of Year 14 of the Project, the Upfront Rent will be applied in satisfaction of the Rent payable in Year 14 of the Project.

However:

- the TFS Group uses TFS Leasing as a landholder and for no other purpose; and
- as set out on page 78 the TFS Group is currently in a strong financial position.

#### **Working Capital Risk**

There is a risk that TFS Properties may be unable to access sufficient funding to meet its working capital requirements for the purpose of both cultivating and Harvest and Processing the Trees. This may adversely affect an investment in the Project by resulting in a decrease in the amount realised from the sale of the Trees, or preventing an investor from realising their investment in the Project.

However, as noted on page 79, TFS Properties receives Annual Fees from each of its projects which funds part of the working capital requirements in each year. Further, the TFS Group is seeking to diversify its income base to ensure that it has alternative income sources to rely on in the event that annual project fees are insufficient to meet working capital obligations.

#### **Risks Associated with Use of Underlying Land**

##### **Failure to Protect Underlying Land**

The Underlying Land may be comprised of:

- a. Land owned by TFS Properties, which is leased 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.
- b. Land owned by unrelated third parties, which is leased 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.

If the Underlying Land is not protected adequately, there is the risk of potential loss by a Grower of his or her right to use and occupy the Underlying Land for the purposes of growing sandalwood and the consequential loss of the Forest Produce derived from the Underlying Land for the duration of the Scheme.



However, the Compliance Plan sets out procedures in relation to the protection of underlying land interests. The procedures provide that within 15 months after the end of the income year in which the first payment is made by a Grower in relation to a Scheme, the Responsible Entity must ensure that:

- a. the registered proprietor of the Underlying Land (as lessor) has entered into a Head Lease with TFS Leasing (as lessee). The head lease must permit TFS Leasing to sub-lease the Underlying Land to the Growers without the further consent of the registered proprietor;
- b. all Head Leases relating to the Scheme have been registered with the relevant land titles office;
- c. the Growers have entered into a sub-lease with TFS Leasing pursuant to the Lease and Management Agreement in respect of the Underlying Land;
- d. TFS Leasing (as sub-lessor) has entered into a collateral sub-lease with the Responsible Entity (as sub-lessee and as bare trustee for the Growers in the Scheme) in respect of all Underlying Land;
- e. if applicable, any person having a registered mortgage affecting the Underlying Land has consented to the collateral sub-lease by endorsing the collateral sub-lease; and
- f. the Responsible Entity has registered the collateral sub-lease (or sub-leases) with the relevant land titles office.

Property title and lease documents will be held in safe custody by the Responsible Entity.

A compliance officer will review the status of the lease registration procedure quarterly until all Underlying Land is protected by a registered collateral sub-lease.

The Responsible Entity will notify the ASIC of material changes to lease registration arrangements which might reasonably be expected to cause the ASIC to review the Licence.

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 (within 15 months after the end of the income year in which the first payment is made by a Grower in relation to a Scheme), 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.

#### Other Risks to Use of Land

Other general risks associated with the use of land may include, but not be limited to:

- third party interests – whilst TFS Properties implements due diligence protocols in relation to the acquisition of Underlying Land to be used for the Project to minimise the risk of acquiring land which is affected by third party interests, there is a risk that the interests of third parties in the Underlying Land (such as the holders of mining rights, native title rights or other proprietary rights) may adversely affect the Growers' ability to carry out the Project; and
- breach of contract – whilst the Responsible Entity will endeavour to protect Growers' contractual rights to use the Underlying Land by registering

the agreements which contain such rights with the relevant land titles office, there is a risk that the other parties to such agreements could breach the terms of the agreements, which may adversely affect the Growers' ability to carry out the Project.

#### 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 56 of this PDS.

#### Return Assumptions

Return assumptions in respect of a project that will continue for 14 to 16 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 Group



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

#### *Our 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 the TFS Group is active in end market development for Indian sandalwood products.

#### **About TFS Corporation Ltd**

TFS Corporation Ltd (ABN 97 092 200 854) listed on the Australian Securities Exchange (ASX) in December 2004 (ASX Code: TFC) and has grown to be an ASX300 listed company.

In July 2008, TFS Corporation Ltd acquired Mount Romance Australia Pty Ltd, the leading global distiller of Western Australian sandalwood oil and a producer of sandalwood consumer products. The company first attracted institutional investment into its products in 2010, and the program continues to gather strength. Over this period, TFS and its investors have benefited from increases in the global prices of both the heartwood and oil.

In December 2014, Galderma, a wholly-owned subsidiary of Nestlé, launched the company's new Benzac® Acne Solutions cream - an over-the-counter acne treatment containing the exclusive pharmaceutical grade Indian sandalwood oil from plantations managed by TFS. The products are distributed to around 30,000 stores across the U.S, including Walmart, Walgreens and Amazon.com.

In June 2015, TFS announced the acquisition of its US-based pharmaceutical partners ViroXis Corporation and Santalis Pharmaceuticals which will extend TFS's vertically integrated strategy.

ViroXis and Santalis are well advanced in the formulation, testing and commercialisation of various dermatology products containing TFS pharmaceutical grade Indian sandalwood oil, including the Benzac® products which were successfully launched by Nestle-owned Galderma.

#### **About Tropical Forestry Services Ltd**

TFS was incorporated in 1997, and commenced planting commercial plantations on behalf of growers in 1999. Since that time it has established over 10,500 hectares of Indian sandalwood plantations on behalf of over 3,500 individual Growers and institutional investors. This equates to 4.5 million Indian sandalwood trees. Approximately one third of the area is owned by TFS with the remainder owned by our investors.

TFS is a wholly-owned subsidiary of TFS Corporation Ltd and 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 Team

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

TFS:

- is an experienced manager of Indian sandalwood plantations;
- currently manages sandalwood plantations across northern Australia covering a total area of over 10,500 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 industry best practice 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 9001:2008 (Quality) and AS/NZS 4801:2001 (Occupational Health and Safety).

## Key Personnel

The plantation management team is made up of people experienced in forestry, agronomy and farm management, with significant experience in Indian sandalwood and horticulture in northern Australia. The TFS plantation management team now has over 70 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 outlined below.

### Managing Director

**Frank Wilson - LLB**

Frank is the founding Chairman, major shareholder and Managing Director of the ASX listed TFS Corporation. 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 agribusiness 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 with the same depth of technical and practical commercial experience in the agribusiness sector.

### Chief Financial Officer

**Alistair Stevens - BA Hons, CA**

Alistair joined TFS from ThinkSmart Limited, where he held the role of CFO and Company Secretary. Prior to ThinkSmart, Alistair served as Deputy CFO of BSKyB plc, one of the top 30 companies in the UK by market capitalisation. In addition to his role as Deputy CFO of BSKyB plc, Mr Stevens sat on the Board of Directors of several UK companies and brings that extensive experience to this role.

### Expert Forester

**Peter Kimber - B Sc (Forestry) (1st Class Hons)**

Peter is acknowledged as a leading authority on growing Indian sandalwood in plantations. 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.



### Independent Forester

**Richard Ray Fremlin - B Sc (Forestry)**

Ray has over 50 years' experience in forestry. He trained in South Africa attaining a Diploma of Forestry and moved to Western Australia in 1965 where he joined the WA Forest Department. Ray specialised in plantation establishment and silviculture. He rose to a senior management position with the Western Australian Forest Products Commission before joining Great Southern Limited in 2006. He is now a consultant to the forest industry. He has been directly involved in the growth of temperate plantations in Australia and has extensive experience with tree improvement and silviculture in tropical plantations in northern Australia. Ray has also consulted in South Africa, Indonesia and Africa.

### General Manager Forestry

**Brett Blunden**

Brett joined TFS in 2001, bringing highly recognised regional agricultural experience. Brett has in-depth knowledge of the entire sandalwood plantation management process. Following a number of years as Plantation Manager of TFS state-of-the-art plantation at Kingston Rest, Brett moved from Kingston Rest to take on the role of Western Australia Regional Manager where he oversaw operations in Kununurra and Kingston Rest. Brett is now the General Manager Forestry with responsibility for operations across the entire TFS estate.

### Deputy General Manager Forestry

**Matt Barnes - B Ag Sc**

Matt completed an Agricultural Science degree in 1996 at the University of Adelaide. He worked as an agronomist in South Australia and the Northern Territory for 8 years providing advice to growers on broad acre cropping, irrigated small seed production and horticulture. Matt joined TFS in March 2005 and has been responsible for providing an agronomic focus to plantation management. Matt has developed significant experience in drip irrigation systems, and has overseen the large scale introduction of these systems into the plantations. Matt relocated to the NT in 2014 to manage all aspects of TFS's forest agronomy as well as to oversee TFS operational expansion into Queensland.

### Regional Manager - WA

**Brendon Carr**

Brendon brings to TFS 10 years' experience in broad acre farming, as well as 12 years viticulture experience. Brendon was previously involved in the complete establishment of vineyards including soil microbiology and mapping and pest management, all using sustainable farming techniques. In Brendon's role as Regional Manager he manages implementing safety, quality and environment controls across the WA plantations. He is also responsible for inspecting our contractors, and ensuring they are compliant with safety, quality and environmental standards equivalent or above that of TFS. Brendon is also responsible for managing compliance of our operations to the standards we have been certified for (Quality, Environmental and Safety).

### Regional Manager - NT

**Nick Common - B App Sc (Horticulture), Dip. Irrigation Agronomy**

Following completion of his tertiary studies in 2005 at Massey University in New Zealand, Nick gained extensive technical skills in irrigation design, sales and project management. Nick moved to Australia in 2008 to join TFS, initially in the role of Irrigation Technician in which he introduced extensive improvements to irrigation management and efficiency across the plantation estate. Nick relocated from Kununurra to Katherine to take on the Regional Manager role in the Northern Territory.

### Plantation Manager - QLD

**Andrew O'Bree - Dip. Production Horticulture**

Originally from Northern Victoria, Andrew has spent the past 25 years working in horticulture and related roles, focussing in particular on table grape production. For most of his working life he has been involved in operating and managing small to very large horticultural properties. Andrew has a diverse array of experience having also worked in the areas of cropping, wine grapes, citrus, dried fruit and in plant nurseries. His experience includes running large corporate farming properties in remote areas of the NT and NSW. Andrew has spent the past 6 years working for Charles Darwin University in the NT (Alice Springs) as a Hort/Ag VET lecturer. This role focussed largely on working with remote communities and teaching a range of practical skills to indigenous rangers / trainees, shires, councils, VET and other in school programs and community gardens.



14 year old sandalwood plantation – Kununurra, WA

### Head of Forest Research

Ken Robson - BSc (Biology), ADip. App. Sc. (Forestry)

Ken has a wealth of experience in tropical forest tree domestication. He leads the forest research team at TFS and his main focus is tree improvement through selective tree breeding practices. Ken brings 30 years of forestry experience to the company. He has national and international experience in domestication and silviculture with a range of important tropical tree species. He also brings more than 15 years of research experience working with the sandalwood genus.

### Head of Product Research, Development & Regulatory & Estate Inventory

Andrew Brown - BSc (Organic Chemistry and Pharmacology), MBA

With 29 years of experience in sandalwood oil distillation and the health and beauty, pharmaceutical and brewing industries where he has occupied technical and senior management roles, Andrew has a strong technical and commercial background making him ideal to head the Research and Development Team at TFS. This blend of skills gives Andrew a very commercial and operational approach to research activities which are conducted with the appropriate technical rigour. He has been with TFS since 2008 when the company took over Mt Romance, a commercial sandalwood Oil distiller where he had been employed since 2006.

### National Irrigation Manager

Greg Hocking - Dip. App. Sc. (Ag)

Greg has worked with TFS since 2009 as a Technical Irrigation Advisor, more recently joining TFS as National Irrigation Manager. Greg has worked in the irrigation industry for 34 years since graduating Roseworthy Agricultural College in 1980. He has worked in all facets of the industry including installation, design, operation and management. Specifically in the roles of Project Technical Lead, Agro-Technical Manager, Irrigation Consultant, General Manager Agribusiness, Irrigation Consultant/Property manager, Project manager, Irrigation Designer and Irrigation Manager.

### Land Development Manager

Darrel Strahley - Dip. Rural Science

Darrel brings to TFS 22 years' of management experience in the agricultural industry. Darrel has an extensive knowledge across a number of facets of agriculture, including irrigation design, implementation, and management, working with pumps and bores, food grade standards for grit, corn, soya beans and salt manufacturing, grain production, handling and marketing. A licensed pilot, Darrel's experience also extends to managing logistics, supply agreements and maintenance programs. Darrel has been involved with project management in both corporate and family farm environments.

### Seedling Supply Manager

Kirk Hutchinson - Dip. Management

Kirk trained in Forestry in New Zealand at the Waiariki Institute of Technology. After graduation he worked for the Forest Research Institute in Rotorua, New Zealand. He has a background in horticulture, border security and both hardwood and softwood plantation management. Kirk joined TFS in 2006 working in the areas of plantation management, seedling supply and technical services. In 2012 Kirk took a break to establish a small Christmas tree farm in Victoria. Since this time he has maintained his relationship with TFS as a consultant, more recently returning full time in the role of Seedling Supply Manager based in Katherine in the Northern Territory.

### Infrastructure Maintenance & Development and Pre-Processing Centre Manager

Johan Nortier

Johan holds an N4 Engineering South Africa Technical College Certificate in Management Higher Diploma. Johan has a mechanical trade and extensive experience in production and plant management. He has more than 10 years' experience in the timber industry managing a Particle and MDF board plant where he oversaw the day to day running of the plant and the harvesting operations. He has managed a vast variety of projects from turn key to self-designed and implemented.



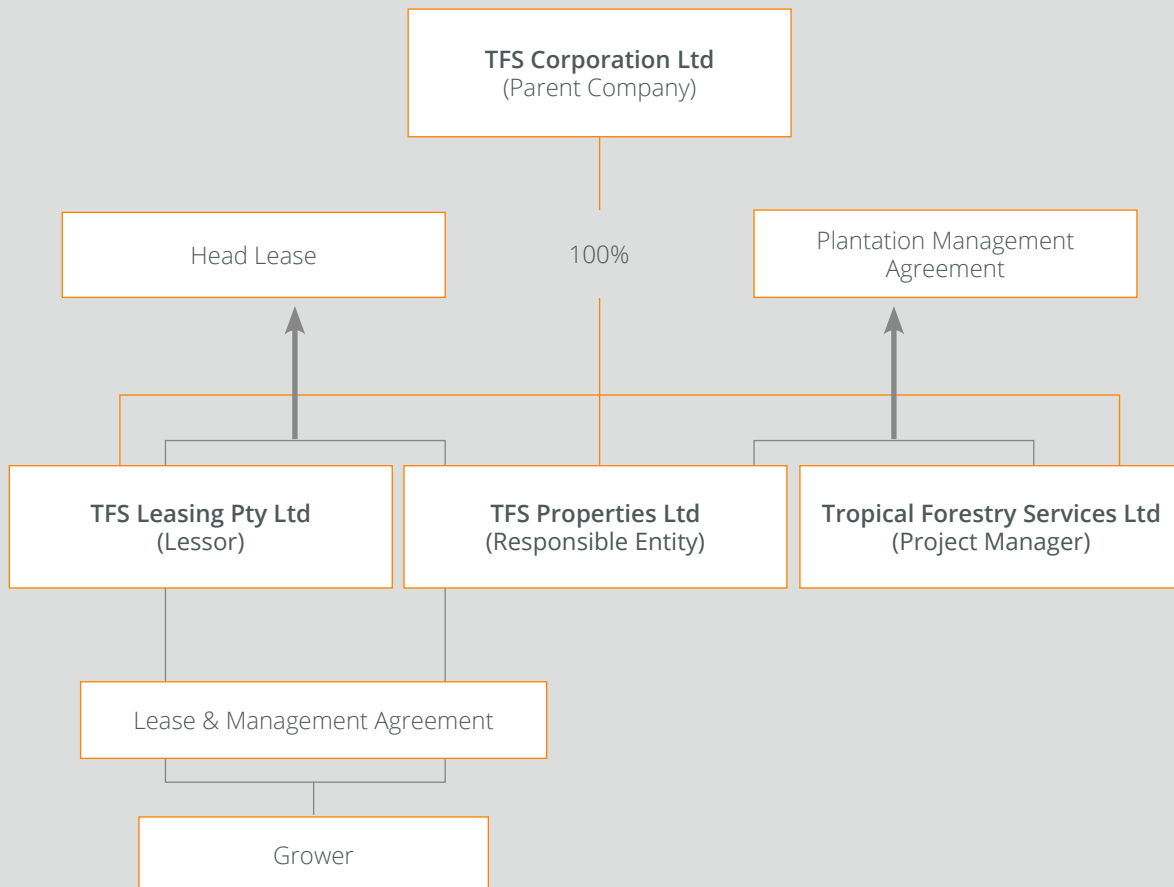
2015 planting - Katherine, NT





# Corporate Management Team

## Project Structure





The TFS Group and specifically the Responsible Entity (TFS Properties) have sufficient financial backing to operate the Project. 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 of the Responsible Entity (TFS Properties Ltd) as at the date of this PDS, are:



**Non-Executive Chairman**  
Greg Gaunt

Mr Gaunt has been the Executive Chairman of Lavan Legal since February 2013. Immediately prior to that he was the Managing Partner of Lavan Legal (and its predecessor Phillips Fox Perth) for 15 years and has been a partner of that firm for more than 30 years. He has practised in the areas of Commercial Law and Property Law for more than 35 years. Mr Gaunt is also the Chairman of the Australia Indonesia Business Council in Western Australia.



**Non-Executive Director**  
Dalton Gooding

Mr Gooding holds non-executive director and is Chairman of a number of public and private company boards, including RAC Group, St Ives Group and Brierty Ltd. Mr Gooding was formerly a long standing partner at Ernst & Young and is a Fellow of the Institute of Chartered Accountants in Australia. He has over 25 years experience and

is currently the Managing Partner of Gooding Partners where he advises a wide range of business with an emphasis on taxation and accounting issues, due diligence, feasibilities and general business advice.



**Non-Executive Director**  
Giovanni (John) Groppoli

Mr Groppoli has been a non-executive director of Automotive Holdings Group ("AHG") for the last 8 years, and is a member of their Remuneration and Nomination Committees. AHG is an ASX200 Company with a market capitalisation of approximately \$1.2 billion. Mr Groppoli was a partner of national law firm Deacons (now Norton Rose) from 1987 to 2004 where he specialised in franchising (and related wholesale and retail distribution networks), mergers and acquisitions, and corporate governance. He was Managing Partner of the Perth office of Deacons from 1998 to 2002. Mr Groppoli left private practice in 2004 and is currently Managing Director of RGM Equity whose business operations consist of the marketing and distribution of premium international homewares, optical products and accessories, occupational health and safety products and the provision of niche third party logistics/warehousing. He is also a Director of the Senses Foundation, a leading disability service provider in Western Australia.



**Non-Executive Director**  
Ross Kestel

Mr Kestel is a Chartered Accountant and was a director of a mid tier accounting practice for over 25 years and has a strong corporate and finance background. He has acted as a director and company secretary of a number of public companies involved in mineral exploration, mining, mine services, property development, manufacturing and technology industries. Mr Kestel is

currently a non-executive director of the ASX listed company Regis Resources Limited and was Company Secretary of Poseidon Nickel Limited until November 2015. During the past three years he has also served as a non executive director of the ASX listed companies Xstate Resources Limited (September 2006 to September 2013) and Beadell Resources Limited (February 2012 to November 2015). Mr Kestel is a member of the Australian Institute of Company Directors.



**Non-Executive Director**  
Rob Scott

Mr. Scott is a Chartered Accountant with 35 years experience as an adviser on corporate services and taxation. Mr Scott holds a fellowship of The Australian Institute of Chartered Accountants and The Taxation Institute of Australia. He is also a member of the Institute of Company Directors. Mr Scott serves as the Chairman of Homeloans Limited, a non-executive Director of Lonestar Resources Ltd and a non-executive Director of RTG Mining Inc.

**The Directors of TFS Corporation Ltd, TFS Leasing Pty Ltd and Tropical Forestry Services Ltd, as at the date of this PDS, are:**



**Non-Executive Chairman**  
**Dalton Gooding**

Mr Gooding is a Non-Executive Director TFS Properties Ltd (the Responsible Entity) (biography provided on previous page).



**Executive Director**  
**Frank Wilson**

Mr Wilson is the founding Chairman, major shareholder and current Managing Director of TFS Corporation. 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 agribusiness 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 with the same depth of technical and practical commercial experience in the agribusiness sector.



**Non-Executive Director**  
**Julius Matthys**

Mr Matthys is an experienced senior executive with BHP Billiton. He has held senior roles in iron ore and aluminium marketing with responsibility for global sales and customer relationships. From 2008 to 2011 he managed the Worsley Alumina Joint Venture between BHP Billiton, Japan Alumina Associates and Sojitz Corporation. Worsley Alumina is one of the largest alumina refineries in the world producing 3.5 million tonnes of alumina per annum. Mr Matthys has just recently taken up the role of Vice President External Affairs WA for the BHP Billiton Group.



**Non-Executive Director**  
**Giovanni (John) Groppoli**

Mr Groppoli is a Non-Executive Director of TFS Properties Ltd (the Responsible Entity) (biography provided on previous page).



**Non-Executive Director**  
**Gillian Franklin**

Ms Franklin has extensive commercial experience, including as managing director and founder of The Heat Group, a distributor in Australia of leading cosmetics brands. Over the past 14 years, Ms Franklin has expanded The Heat Group into the largest Australian-owned cosmetics company, distributing international brands such as Max Factor and COVERGIRL and an expanding portfolio of its own brands. Ms Franklin also serves on a number of boards, including the Australian Formula 1 Grand Prix, where she has

for many years chaired the audit and risk committee. Other Board positions include the Melbourne Theatre Company, the Cosmetic, Toiletry and Fragrance Association of Australia and ACCORD (the national industry for the hygiene, cosmetics and speciality products industry). Previous Board positions include the Committee for Economic Development of Australia (CEDA), the Microsurgery Foundation and Neopec. Ms Franklin also worked on the Victorian Government Strategic Bid Committee for the 2006 Commonwealth Games, as well as chairing the Prime Minister's Gold Medal Access Committee for Prime Minister John Howard.



**Non-Executive Director**  
**Michael Kay**

Mr Kay possesses significant commercial experience, most recently as Managing Director and Chief Executive Officer of McMillan Shakespeare Ltd, Australia's largest provider of salary packaging and novated leasing services. Before joining McMillan Shakespeare Ltd in May 2008, Mr Kay was the Chief Executive Officer of Australian Associated Motor Insurers Limited (AAMI). Mr Kay joined AAMI in 1993, and before rising to the position of Chief Executive Officer in 2006, he served as General Manager, Southern Region (comprising Victoria, Tasmania and South Australia) and Executive Chairman, Corporate Affairs and then, from 2002, as the Chief Operating Officer. Before joining AAMI, Mr Kay practised for 10 years as a solicitor.

Mr Kay is a director of RAC Insurance and a former member of the Commonwealth Consumer Affairs Advisory Council, the Administrative Law Committee of the Law Council of Australia, the Victorian Government Finance Industry Council and the Committee for Melbourne. Mr Kay holds a Bachelor of Laws from the University of Sydney.

## 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:

#### Chairman

**Julius Matthys**

Mr Matthys is the Board's representative on the Compliance Committee (biography provided on previous page).

#### External Member

**John O'Brien**

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.

#### External Member

**Robert Marusco**

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 Richard Fremlin of Fremlin Consulting. The Expert Forester's Report appears on page 56 of this PDS.

## Shareholdings of Directors of TFS Corporation

The following relevant interests in shares in TFS Corporation Ltd (TFS Shares) are disclosed (as at 22 January 2016):

- D Gooding (Non-Executive Chairman) has a beneficial interest in 202,295 TFS Shares, being 0.06% of the issued capital of TFS Corporation Ltd.
- F Wilson (Managing Director), has a beneficial interest in 47,968,667 TFS Shares, being 13.98% of the issued capital of TFS Corporation Ltd. F Wilson also has a beneficial interest in 763,260 performance rights in TFS Shares.
- J Matthys (Non-Executive Director) has a beneficial interest in 3,342,500 TFS Shares, being 0.97% of the issued capital of TFS Corporation Ltd.
- G Franklin (Non-Executive Director) has a beneficial interest in 197,368 TFS Shares, being 0.06% of the issued capital of TFS Corporation Ltd.
- J Gropoli (Non-Executive Director) does not have any interest in TFS Shares.
- M Kay (Non-Executive Director) does not have any interest in TFS Shares.

## Interests of Directors of Responsible Entity

The Responsible Entity is a wholly owned subsidiary of TFS Corporation and therefore Directors do not hold any shares in the Responsible Entity directly. The Directors of the Responsible Entity may receive Director's Fees from the Responsible Entity's own funds.





*A three year old sandalwood tree – Katherine, NT*





# Expert Forester's Report



*The Responsible Entity does not require the expert to maintain professional indemnity insurance.*

## Fremlin Consulting

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### Independent Forester's Report

#### Introduction

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 in 2017 and the ongoing management of plantations of Indian sandalwood (*Santalum album*) in the tropical north of Australia.

It has been researched by Ray Fremlin of Fremlin Consulting (the Consultant), a plantation forestry and environmental consultancy service that specialises in commercial tropical tree plantations.

The Consultant has a career in forestry spanning 51 years including 28 years in research, 15 years in management and 8 years as a full-time consultant. His career in tropical forestry includes experience in Africa, SE Asia, South America, India, East and West Timor and Australia.

The consultant has been closely involved in the research and development of nursery and plantation techniques for growing Indian sandalwood since 1990.

Fremlin Consulting 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 it receives payment.

#### Background to the Cultivation of Indian Sandalwood in Australia

Plantation forestry, for the production of Indian sandalwood, is a well-established industry in the East Kimberley Region of Western Australia where it has been carried out on a commercial scale since 1999.

The industry has been successfully expanded into suitable areas in Queensland and the Northern Territory.

The research and development of the techniques needed to grow this hemi-parasitic tree in cultivation was started in 1980 by the then WA Forests Department and was continued by its successors, the Department of Conservation and Land Management and latterly the WA Forest Products Commission. In addition, Murdoch and Curtin Universities research projects

were funded by Western Australian government grants. Furthermore, private forestry companies conducted their own research.

TFS has a dedicated Research and Development team that continues to improve the cultural methodology of growing sandalwood and develops superior genotypes that will yield greater quantities of sandalwood oil. Tropical Forestry Services Ltd is at the forefront of world knowledge and experience in the culture of sandalwood.

### The Sandalwood Tree

Indian sandalwood occurs naturally in India and Indonesia and to a minor extent in coastal northern Australia where it is suspected of having been introduced many years ago by Indonesian Trepang fishermen.

Sandalwood is hemi-parasitic and must be grown alongside other host tree species from which the sandalwood tree obtains nutrients and water via root unions with its hosts. Although catholic in its selection of hosts, Indian sandalwood will only flourish and become commercially productive in a plantation situation when provided with host species that have been selected and proven in trials to be well suited to the hosting function.

Indian sandalwood is a relatively small tree growing in close proximity to its hosts. Grown in a plantation for a period of 14 to 16 years it reaches around 10 metres in height and 24 cm in diameter measured near ground level. At this age the valuable, oil-yielding heartwood is well developed and can be harvested commercially.

The oil that is extracted from the heartwood of the tree is extremely valuable and there is increasing interest by the pharmaceutical industry where the health benefits of sandalwood oil are showing significant promise for a large market in the future. The oil is an essential component of the best of the world's perfumes in which it is used to stabilise the volatile essential oils of other fragrances giving the perfumes their distinctive scents. There is also a large demand for both heartwood and sapwood for carving and the production of incense sticks.

Sixteen species of sandalwood are found in India, Nepal, Bangladesh, Pakistan, Sri Lanka, Australia, Indonesia, Hawaii, and

other Pacific islands. A related genus is found in Eastern Africa. Only two of these species are capable of producing oil that regularly meets the International Standards Organisation standard for sandalwood oil. These are the Fijian sandalwood (*Santalum yasi*) and Indian sandalwood. Tropical Forestry Services uses Indian sandalwood for its projects and the majority of the seed used is harvested from elite trees in seed orchards selected for their rapid growth and early oil production.

### The Proposal

The Responsible Entity proposes to invite subscribers to purchase an interest in tree lots that are to be established on suitable lands in the tropical north of Australia. The products from these plantations may be sold and exported as billets and pieces of sandalwood timber, or they may be processed locally to extract the sandalwood oil.

### Suitable Soils and Climate for Growing Indian Sandalwood

Indian sandalwood grows naturally in a tropical monsoonal climate that experiences a wet season with heavy rainfall followed by a dry season of several months duration when no rain falls and temperatures may be very high.

The tropical north of Australia has this type of climate. However, suitable sites for establishing sandalwood plantations are limited to those with reasonably well drained soils and an average annual rainfall of 1,100 mm or more. However, TFS proposes to irrigate, thus water availability to irrigate the plantations is a major consideration.

A further limitation on suitable sites is the risk of cyclones. The sites selected in Western Australia, the Northern Territory and Queensland have a very low probability of damaging cyclones.

### Potential Sites for the Project

The Responsible Entity has infrastructure and experience at four locations across northern Australia. These are:

1. The Ord River Irrigation Area in Western Australia where there are already extensive areas of successful Indian sandalwood plantations under irrigation. Suitable soils are limited in area. There is no shortage of irrigation water from Lake Argyle.

2. The Douglas-Daly area of the Northern Territory where the Responsible Entity commenced planting in 2013. Soils are deep and well drained. Sufficient underground water is available.
3. The Katherine area of the Northern Territory has seen the Responsible Entity establish large areas of plantation in that past three years. The soils are generally well drained and plantations are trickle irrigated from extensive underground water reserves.
4. The Burdekin River Irrigation Scheme in Queensland has water available for irrigation and suitable soils varying from loamy sands overlying clay to medium clays. Indian sandalwood has been growing in Northern Queensland for several years and performs well in this area. The Responsible Entity has already established over 800 hectares of sandalwood plantation close to Dalbeg which is situated outside the zone of frequent cyclone activity in the upper reaches of the Burdekin River Irrigation Area.

### Seedling Production and Planting

The Responsible Entity's plantations in the Ord River Irrigation Area in the East Kimberley Region of Western Australia can supply more than adequate seed of sandalwood and its host species to cover this project and a substantial reserve. Seed is now almost exclusively sourced from seed orchards where trees have been selected for growth, form and oil production. TFS's policy is to have at least two years supply of seed in stock at the beginning of the sowing season in the nursery. Seed is stored in a controlled temperature cool room at around 5°C.

Tropical Forestry Services owns and runs its own 'state of art' nursery which is situated on its Packsaddle property near Kununurra in Western Australia. It has the capacity to produce enough seedlings to plant 600 hectares in a nursery year. Additional seedlings are raised on contract by commercial nurseries in Kununurra and Queensland. TFS is considering establishing a dedicated nursery at Katherine to service the region.

At present, sandalwood seedlings are produced in Kununurra and trucked to



other regions. The Queensland nursery produces predominately host seedlings. Planting in irrigated plantations is carried out at the coolest time of the year, between April and July. Trial work is underway to determine if sandalwood plantations can be successfully established and grown under a natural rainfall regime.

The planting of the seedlings is done manually.

### Seedling Numbers and Planting Pattern of Sandalwood and Hosts

Around 500 sandalwood seedlings are planted on each hectare of plantation. Long-term hosts – those which are to survive until the sandalwood is harvested – are planted at around 260 per hectare. The final ratio of sandalwood to long-term hosts is expected to be 2:1. Short-term and medium-term host seedlings, which can only survive being parasitised for 2 to 7 years, are alternated between sandalwood seedlings. The short-term hosts die or are removed at around 2 years, by which time the sandalwood have had the opportunity to make root unions with the medium and long-term host trees which then support them. The medium term host will die naturally or will be removed to provide the appropriate ratio of sandalwood to long-term hosts. This natural and forced thinning ensures maximum growth of sandalwood trees.

The rows of trees in the plantation are spaced 3.6 metres apart which leaves a wide enough space for tractors and machinery to access the plantation for essential operations.

Biodegradable plant protectors are increasingly being used to improve the survival of seedlings and enable herbicides to be used close to seedlings without damaging them.

### Maintenance Operation in Plantations

#### Weed Control

The complete control of weeds during the first dry season after planting is critical to the survival, health and vigour of the tree seedlings. Efficacious and safe residual herbicides are increasingly being introduced to improve weed management.

Weed growth within the rows of trees is controlled by a combination of mechanical and chemical methods. Machinery has been specifically designed to enable herbicides to be used in close proximity to sandalwood and hosts without damage. As mentioned earlier, plant protectors are being introduced to facilitate chemical weed removal and protect the young trees from the elements. The weeds growing in the space between the tree rows are controlled by shallow cultivation and carefully directed sprays of herbicides.

In the second and subsequent years, after planting, weeds between the tree rows are controlled by shrouded sprays of broad-spectrum herbicides. Weeds within the rows of tree are controlled by careful application of herbicide.

#### Pruning

The short-term host species are vigorous and generally needs their lower branches pruned off in the first year after planting to prevent too much interference with the adjacent sandalwood plants.

The lower branches of the sandalwood trees are removed to discourage vines from climbing through the trees and to allow directed herbicide sprays under the trees. A single stem is encouraged as the majority of the valuable oil-bearing heartwood, under plantation conditions, is found in the lower two to two and a half metres of the bole (trunk) of the tree. It has been shown that a single stem has proportionally more oil than multiple stems.

Sandalwood pruning commences in the first year from planting when it is restricted to the singling of double leading shoots and the removal of the lower branches of the tree. In the subsequent three to four years, successive selective pruning shapes the tree to encourage apical dominance and reduce branch size. Crown density is maintained to avoid sun scald on the stems of the sandalwood trees.

#### Irrigation

To maintain satisfactory growth the trees are regularly watered throughout the dry season, either by running water through furrows adjacent to the trees or by using trickle irrigation. Both furrows and trickle tape systems need regular maintenance.

#### Fertilising

Nutrients are applied as deemed necessary. Sandalwood and its hosts express different nutrient requirements and sampling is used to determine if additional nutrients are required.

#### Controlling Pests and Diseases

The Responsible Entity maintains control over insect and disease problems by formal surveillance and monitoring of the health of the trees in the plantation. When the number of potentially damaging insects reaches a critical level, a baiting and/or spraying program is initiated. Symptoms of diseases are well known and monitoring identifies potential issues and intervention is applied early.

The giant termite (*Mastotermes darwiniensis*) poses a threat to sandalwood and its hosts, particularly in the Kununurra area and the Northern Territory. Management of this pest is achieved by surveillance, prophylactic treatments, identifying colonies, aggregation by the use of bait stations and application of an insecticide that destroys the colony.

Irrigated plantations may be liable to fungal diseases which, if present, are detected during the regular monitoring process. The fungal species involved are held in check by keeping the plantations well drained with good air flow. Prophylactic use of fungicides is used when hedging of host trees occurs as the wounds are an avenue for infection. Systemic fungicides are available in the event that fungal attack is detected.

Sandalwood is relatively resistant to fungal infections and the host species are selected for their resistance to fungal diseases.

#### Maintenance of Infrastructures

Water supply channels in furrow irrigated plantations, bores and pumping stations for trickle irrigation all require regular maintenance.

All plantation areas are serviced by a network of access tracks which require maintenance, particularly after the end of the wet season, and the constant control of encroaching weeds.

Where plantations adjoin native vegetation the Responsible Entity maintains wide firebreaks.

## Estimating the Yield of Products from Sandalwood Trees and Plantations

Tropical Forestry Services has conducted 5 trial harvests, involving trees from 9 different blocks in the Ord River Irrigation Area, over the past few years for the purposes of constructing a model to estimate the yield of heartwood from sandalwood trees and the yield of sandalwood oil from heartwood. A model for heartwood yield from sandalwood trees between ages 11 and 20 years has been developed. This model has been applied to the expected tree sizes predicted by the consultant and the modeling indicates that the mean total mass of individual trees aged between 14 and 16 will be in the order of 155 to 165kg including branches and roots. From this, the weight of oil-bearing heartwood is expected to be 20 to 24kg per tree. The average oil content of the heartwood will be of the order of between 3% and 4% by weight. Harvest results in 2013/2014 were in line with the predictions generated using the TFS Heartwood model.

The heartwood oil is the most valuable product of the tree. The remainder, consisting of sapwood and transition wood does not contain extractable oil, although this material has a market seemingly to be increasing as the availability of natural sandalwood products declines.

The yield on a plantation scale will vary from site to site. However, it is expected from the results of the Company's more recent plantings it has been shown that at least 80% of sandalwood trees will survive to become harvestable sizes at the end of the fifteen year rotation.

Part of the oil-bearing heartwood is found in the underground parts of the tree namely the butts and larger roots. Harvesting therefore will include recovering these products which means the trees will have to be dug or pulled out of the ground.

## Risks and Risk Management

### Climatic Risks

Tropical northern Australia is an area prone to cyclones. The extreme winds they generate are capable of damaging tree plantations. Cyclones develop over the sea and inflict their greatest damage on and near the coast. Once they cross the coastline and travel inland they rapidly lose their strength and decline

into rain bearing depressions. The Responsible Entity only establishes its sandalwood plantations well inland to avoid damage from this source.

### Fire

The savannah woodland areas of northern Australia experience grass fires almost annually. Such fires may enter and damage a sandalwood plantation that is unprotected.

Where a plantation adjoins native bush the fire risk is minimised by constructing wide fire breaks which are maintained free of all flammable material throughout the dry season.

In the unlikely event of a fire entering a 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 also receive training in fire prevention and fire control provided by experienced firefighters, all of whom are well versed in handling forest fires. TFS staff are active members of local Fire Brigades.

### Termites

Some of the soil types that are suitable for growing sandalwood may harbour the destructive giant termite *Mastotermes darwiniensis*. Treatment commences prior to clearing and land preparation with all trees being injected with a termiticide at least six weeks prior to clearing. Boundaries are ripped and a termiticide is injected into the riplines. This system is also used between the rows of trees in plantations that are flood irrigated. In areas irrigated by drip feed a termiticide is applied through the system on regular intervals. Trees that contain termites are identified through the regular surveillance program and are injected with a termiticide.

### General

The technology to be applied to establish and maintain sandalwood plantations under this project has been developed and tested in Australia over a period in excess of 25 years. These technologies are constantly improved and have demonstrated to be effective in the 16 years of experience in developing commercial plantations in northern Australia.

The Consultant has been closely involved in the various stages of development and regards the techniques and protocols which have been developed, and which will be adopted for this plantation project, to be robust and reliable.

## Staff Management

The TFS teams in the field are headed by Regional Managers who are experienced and highly effective in the fields of forestry and agribusiness project management. All plantation activities are the responsibility of the Regional Managers in each State and Territory. Regional Managers report to the General Manager Forestry who is located in Darwin.

Each plantation unit of several hundred hectares is run by a professionally trained forest manager and subordinate staff.

Research and development is ongoing in the hands of agronomists, forestry research and inventory experts.

In my opinion this team has proven they are more than capable to run large sandalwood plantation projects.

## Review of Past Projects Managed by the TFS Group

The first Indian sandalwood plantation was established by the Responsible Entity in 1999. Due to an unsatisfactory selection of host species and an equally unsatisfactory configuration of sandalwood and hosts in the plantation, survival rates were poor. To compensate for the likelihood of the plantation not meeting yield estimates, the Responsible Entity established an additional 25 hectares of plantation.

Since then plantations have been established annually under the Tropical Forestry Services banner and have demonstrated an increasing level of competence in establishing and maintaining this rather complicated plantation system. Tropical Forestry Services is now the major manager of sandalwood plantations worldwide.

The projects designated TFS 2005 and beyond constitute by far the largest area of plantation established and managed by the Responsible Entity. From this date on, the Company also increased the number of sandalwood seedlings planted from 463 to 505 per hectare.

The 2010 to 2013 planting seasons produced exceptional results. The survival of sandalwood seedlings in the first year after planting exceeded 90 percent and host survival was more than adequate.

The 2011, 2012, 2013 and 2014 planting programs were widely located: on the Ord River Irrigation Area, on a property 70 kilometres southeast of Kununurra (Kingston Rest), in the Douglas Daly region of the Northern Territory, the Katherine region of the Northern Territory and in the Burdekin River Irrigation Area of Queensland. Together they cover an area of over 5,000 hectares. The soils of the Northern Territory and Queensland plantation sites tend to be lighter textured than the soils of the Kununurra area. The Responsible Entity has had no difficulty in adapting its operations to suit the new sites and to accommodate the wide geographic separation of its plantings.

#### **Disclaimer**

Fremlin Consulting 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 identify any risks that may arise in the establishment and on-going management of the project.

The report makes no comment and does not purport to make comment on the financial, taxation and product marketing aspects of the project.

Fremlin Consulting gives no assurance or guarantee that the proposed plantation regime and its outcomes will be as predicted.



**Richard R A Fremlin**  
8 July 2015





# Expert Sandalwood Market Report



*The Responsible Entity does not require the expert to maintain professional indemnity insurance.*

## H.S. Anantha Padmanabha

H.S. Anantha Padmanabha  
Forestry Consultant  
#31, 2nd Main, PP layout  
BSK 3rd Stage  
Bangalore-560085, INDIA

Dear Sirs,

### Independent 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 Indian Sandalwood Project 2016 - Retail Investment Offer.

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, disease, and pests affecting sandalwood. I have co-authored books on sandalwood and have published over 150 publications in both Indian and International Journals. I am currently 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 10 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. As a good fixative agent, it will also bind other odour molecules to it and impart its characteristic properties on them.

### Habitat and Properties

Apart from India, *Santalum album* can be found in Indonesia, Sri Lanka, New Caledonia, Fiji Islands, Philippine Islands, Mauritius and the Northern Territory of Australia. In India, sandalwood is found throughout the length and breadth of

the country but particularly in South India.

### 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 seem to play an important role.

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.

### Colour of Heartwood and Oil Content

In trade, superiority of wood is generally judged based on 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.

Wood with higher oil content will receive a greater sale price than that with lower oil content.

In TFS' first harvest of trees planted in 1999 and sold in 2014, log butts and logs were separated and floated tenders for sale. The second harvest of trees was made in 2015; the heartwood and sapwood percentage was calculated from the stored logs. Its analysis revealed that logs contained heartwood, up to 60% of their diameter. The butts and roots contained higher amount of heartwood. The fragrant heartwood was light brown in colour indicating higher amount of sandalwood oil. 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 from mature wild trees will yield 55 to 60 kgs 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. *See diagram A.*

### Demand for Sandalwood

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

The majority of wood is sold for the extraction of sandalwood oil; however

the heartwood is also used for carving and religious uses. *See diagram B.*

### 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.

It achieves a premium price of more than A\$4,000 per kilogram in these export markets, compared to a figure of A\$3,000 per kg in Indian markets.

During 1970 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 for 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.

## Quality of Sandalwood and Oil

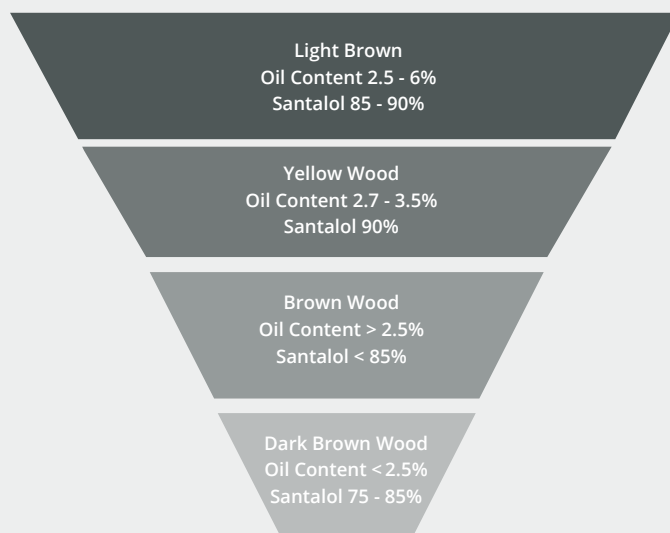


Diagram A.

## Sandalwood Usage

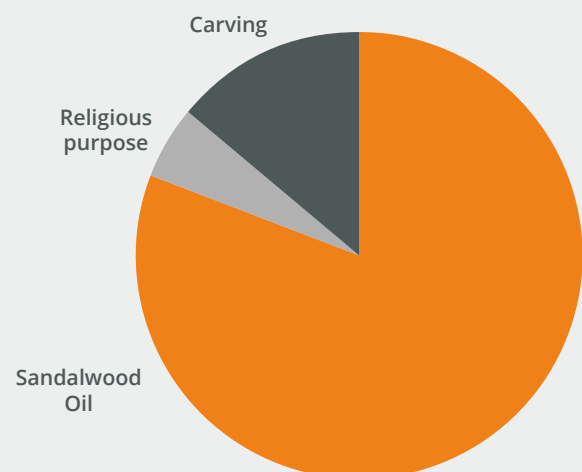


Diagram B.

### Attars

The production of attars consumes around 60% of India's annual supply of Indian sandalwood oil; this is a traditional Indian industry where by natural sandalwood oil and flower oil are blended through a process of distillation.

The strong demand for sandalwood oil-based fragrances in the pan masala (mouth fresheners) industries have 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 Asia particularly 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. Though some of the mouth fresheners containing tobacco are banned in some of the provenances in India, its production has not decreased.

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.

### 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. Resinoid, 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\$250,000 per tonne.

Sandalwood has many important cultural uses. Sandalwood paste is smeared on the forehead during puja (prayer), and use as cleansing agent for "Sins" and used in funeral pyre by Hindu's, Muslim countries use during burial in order to ensure a quick ascent of the soul to heaven, the Chinese use sandalwood in religious ceremonies, the Japanese also use it to honour Buddha and so on.

### 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.

The spent powder is further grained in to fine powder and with other additives a value added product "Dooop" is made for burning, which is gaining popularity in Asian countries.





It is estimated that more than 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\$2,000 per tonne, while sapwood achieves prices of up to A\$2,500 per tonne.

I understand that TFS' subsidiary Mount Romance, markets and sells into South East Asia, value added spent charge for over A\$2,500 per tonne and a large market exists for Indian sandalwood value added spent charge in South East Asia.

### 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 Ayrvedic medicine and Traditional Chinese Medicine, both of which are gaining popularity in western cultures. Pure sandalwood oil is used in Aromatherapy.

### 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.

However, it is estimated that the annual official harvest of sandalwood is currently about 200 tonnes, yet total production is approximately 1,800 tonnes per annum. The reduction in the supply from the Government harvest is also due to the collection of only dead and dried sandalwood from the forest, these resources are nearly exhausted. The difference between the government harvest and the estimated annual harvest is approximately 1,600 tonnes and is due to that which is illegally harvested.

The size of the illegal harvest is difficult to prove. However newspaper reports describe harvests of this size, and greater. Further, there are some 10 to 15 sandalwood oil distilleries throughout India, including areas where sandalwood trees are not found.

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

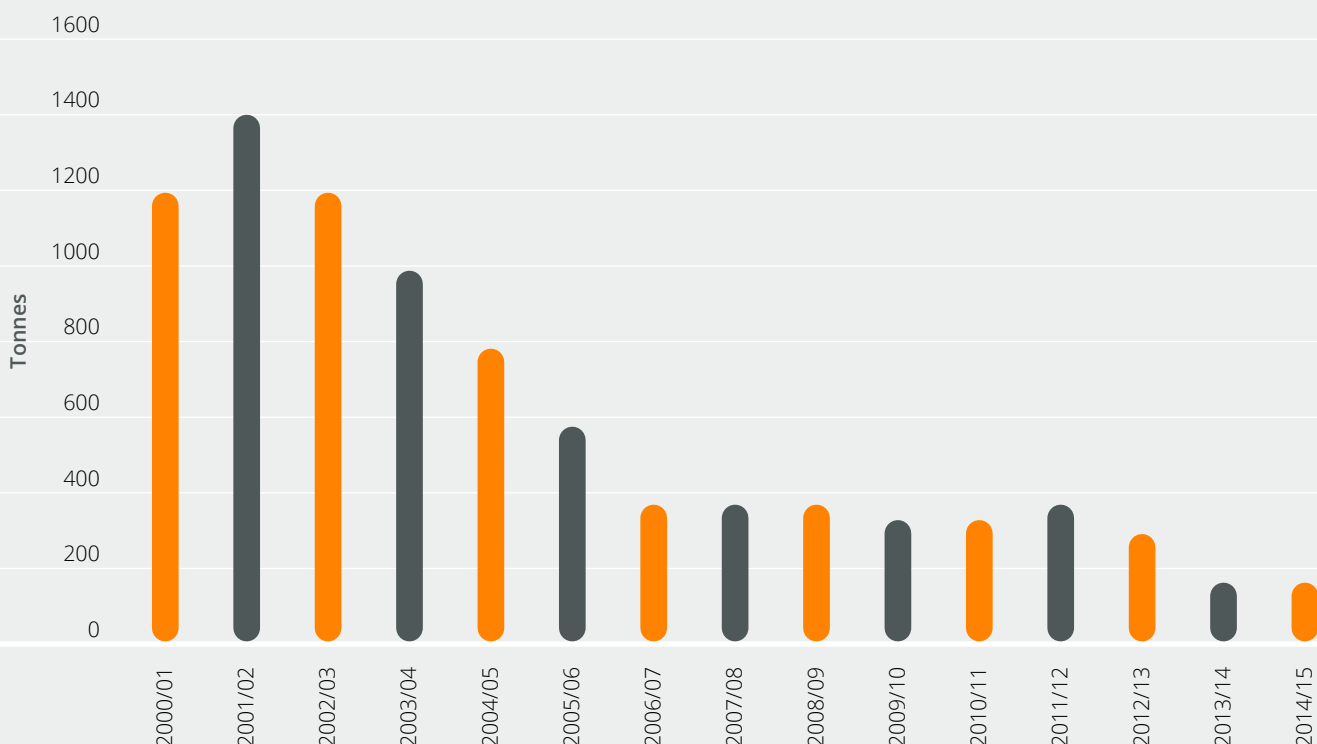
The rate of depletion of India's sandalwood resource is very rapid and is because of illicit felling, biotic interferences (such as fire, grazing, browsing and hacking) and spike disease.

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 to whom to sell.

In Indonesia, there has been a sharp decline in the production of sandalwood over the past 12 years. To prevent lapse of the established industries they may have to import wood from Australia.

## Annual Government Sandalwood Harvest: India



Due to high domestic demand and less supply, merchants have compromised with the alternate species 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 imposed restrictions on the export of oil and wood.

At present sandalwood material comes from Tamil Nadu, Karnataka and Kerala State in India. The quantity of wood auctioned every year depends on the extracted stock position. The sale of sandalwood in 2014-2015 was reduced to 200 tonnes from 1,400 tonnes in 2003. The concerned Forest Departments has negligible stock of unfinished wood with which to hold regular auctions.

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 2000 to 2015, the sale price of mature wild sandalwood in India has increased from A\$30,900 per tonne to A\$212,409 per tonne. This rise in sale price is due to increased demand for sandalwood and its oil. It is likely that the price of sandalwood will continue to rise due to dwindling supplies.

I am of the opinion that the significantly larger price rises that we have seen in 2014 and 2015 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 appears to be achievable and sustainable into the near future. This estimate is based on the assumption that the supply of native Indian sandalwood continues to be restricted, the supply of plantation Indian sandalwood does not significantly exceed the amounts estimated to be produced by TFS, the demand for Indian sandalwood continues to grow as described elsewhere in this report and there are no significant fluctuations to the AUD/INR exchange rate.

### International Price Trends

Prices in the regulated Indian market are lower than the prices achieved in the international market. Currently sandalwood has to be sold to other countries above the domestic auction price. Similarly, as Indian sandalwood oil cannot be produced for less than A\$3,500 per kilogram legally, then the price in the international market will be much higher.

### Information on the Current Demand

Evidence suggests that current demand for Indian sandalwood is much higher than 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, Taiwan and China.

Due to the lower oil content of plantation-grown trees at age 15 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.

## Price Trend (Average)



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 2,000 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 be possible to meet the growing demand of this natural essential oil if new plantations with suitable management practices are raised elsewhere.

My assessment of the demand for Indian sandalwood does not include demand in the Indian cremation and worship market for artificial or fake sandalwood that is marketed as genuine sandalwood. Nor does it include the potential demand from the western pharmaceutical market for sandalwood oil for therapeutic use in dermatology products.

### **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.

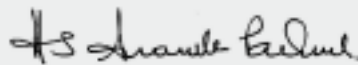
It is important to note that due to the lower oil content of plantation grown wood (due to reduction in harvesting period), there is a greater requirement of plantation-grown heartwood than heartwood grown in the wild. For example, 2,400 tonnes of heartwood grown in the wild would be required to produce 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 1,800 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. The re-emergence of China as a major user of Indian sandalwood will require additional production to meet this demand.

It is my opinion that this supply will not affect the long term pricing of sandalwood though there will need to 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*.



**H.S. Anantha Padmanabha**  
1st August 2015





# 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. 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 Money' and referred to in this PDS as the Establishment Fee). The Upfront Annual Fee and Upfront Rent must also be paid by a Grower upon Application. Refer to the 'Fees and Other Costs' section of this PDS for details of the Establishment Fee, Upfront Annual Fee and Upfront Rent.

### 1.3 Creating the Funds

The Responsible Entity must create (or instruct a custodian to create) an Application Fund (to hold the Establishment Fee and the Upfront Annual Fee and Upfront Rent pending acceptance of Applications), a Subsequent Establishment Payment Fund (to hold 50% of the Establishment Fee from acceptance of Applications), an Upfront Payment Fund (to hold the Upfront Annual Fee and Upfront Rent from acceptance of Applications) 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 a custodian 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 5 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. The Responsible Entity will provide the complainant a written final response within 45 days of receiving the initial complaint. 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 Service (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, the Lease and Management Agreement and the Corporations Act (including any fees payable to the Responsible Entity) and then divide the balance amongst Growers according to each Grower's Proportional Interest.

### 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 No Withdrawal Rights

There are no withdrawal or buy-back rights available to Growers under the Constitution.

### 1.11 Application Money

The Application Money, the Upfront Annual Fee and the Upfront Rent are to be paid in full at the time of lodging an Application, unless the Responsible Entity exercises its discretion to permit instalment payments of these fees.

All Application Money, the Upfront Annual Fee and the Upfront Rent are to be paid by Applicants (or Arwon Finance, if applicable) directly to the Responsible Entity who must place those amounts in the Application Fund. Only when all of the required conditions that are outlined in the Constitution are satisfied can the Application Money, the Upfront Annual Fee and the Upfront Rent be released to the Responsible Entity.

### 1.12 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 Lessor executes the Lease and Management Agreement.

### 1.13 Releasing Money

Prior to releasing the Application Money, the Upfront Annual Fee and the Upfront Rent 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 by the Responsible Entity 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 50% of the Application Money within 5 Business Days and apply it in payment of the Fees payable under the Lease and Management Agreement. The balance of the Application Money shall be released in four equal instalments at the end of each of the next four calendar quarters following the Commencement Date.

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 and the Upfront Annual Fee and Upfront Rent to the Applicant within 20 Business Days of the end of that quarter.

#### **1.14 Release of Upfront Annual Fee and Upfront Rent**

If the Responsible Entity becomes insolvent and therefore unable to provide the Ongoing Services in that year of the Project, upon the passing of an extraordinary resolution of the Growers directing the Independent Custodian to release the Upfront Annual Fee, the Independent Custodian must release the Upfront Annual Fee to the entity managing the Sandalwood Lots to be applied in satisfaction of the Annual Fee that is owing to the management entity for the following year of the Project.

If the Responsible Entity or TFS Leasing becomes unable to pay the rent owing under the Lease and Management Agreement or a Head Lease, upon the

passing of an extraordinary resolution of the Growers directing the Independent Custodian to release the Upfront Rent, the Independent Custodian must release the Upfront Rent to the relevant Head Lessor to be applied in satisfaction of the rent that is payable under the Head Lease.

If there are funds remaining in the Upfront Payment Fund at the commencement of Year 14 of the Project, the Independent Custodian must release those funds to the Responsible Entity to be applied on behalf of the Growers towards the payment of the Annual Fee and Rent for Year 14 of the Project.

#### **1.15 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.

#### **1.16 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.

#### **1.17 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.

#### **1.18 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.

#### **1.19 Transfer and Transmission of Growers' Interests**

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.

#### **1.20 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.

#### 1.21 Register

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

#### 1.22 Meetings

Meetings of Growers shall be held in accordance with the provisions of Part 2G.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 of meeting;
- 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.

#### 1.23 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.

#### 1.24 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 5C.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;
- j. continuous disclosure;
- k. the protection of the underlying project land; and
- l. risk management.

Copies of the Compliance Plan are available to any Grower free of charge upon request to the Company in writing.

## 3. Lease and Management Agreement

The parties to the Lease and Management Agreement are the Responsible Entity, 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 to the Grower;
- 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 \$145 (including GST) per annum per Sandalwood Lot and is paid annually. See the 'Fees and Other Costs' section of this PDS, page 23, for further details on this option.

### 3.3 Grower's Obligations

The relevant Grower's obligations include (but are not limited to) 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, by notice in writing to the Grower and the Responsible Entity, 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 and the Responsible Entity may terminate any other agreements or arrangements it has entered into with the Grower.

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 relevant 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 to 17 years from the Commencement Date at a rate which would reasonably be expected to provide a survival rate of 420 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 to ensure vermin do not become established in the Plantations.

#### 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 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 Indian



sandalwood grown in the north of Australia, 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:

#### 3.8.1 Establishment Fee

In consideration of the Responsible Entity agreeing to undertake the Establishment Services during the Establishment Period, the Responsible Entity is to be paid the Establishment Fee in accordance with the following scale:

Number of Sandalwood Lots applied for by Applicant	Establishment Fee (per Sandalwood Lot)
1 – 11	\$7,975 (including GST)
12 or more	\$7,645 (including GST)

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 12 lots (i.e. 1 hectare) then you will be required to pay \$91,740 (that is, 12 lots at \$7,645 per lot).

Upon payment of the Establishment Fee, the Grower will acquire an interest in 80% of the Gross Proceeds of Sale (less deductions and allowances as set out in the Lease and Management Agreement and the Constitution).

#### 3.8.2 Upfront Annual Fee and Upfront Rent

In consideration for the performance by the Responsible Entity of the Ongoing Services and the sub-lease of one Sandalwood Lot for one Project Year, the Responsible Entity is to be paid the Upfront Annual Fee and the Upfront Rent as follows:

Type of Fee	Fee (per Sandalwood Lot)
Upfront Annual Fee	\$435 (including GST)
Upfront Rent	\$145 (including GST)

#### 3.8.3 Annual Fees – Annual Investment Option

In each Financial Year following the expiry of the Establishment Period (up to and including Year 14), if the Grower elects the Annual Investment Option, they shall pay the Responsible Entity the Annual Fee and Rent in consideration of the Ongoing Services and the lease of one Sandalwood Lot for the corresponding Financial Year, as follows:

Type of Fee	Fee (per Sandalwood Lot)
Annual Fee <sup>1,3</sup>	\$435 (including GST)
Rent <sup>2,3</sup>	\$145 (including 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.
- If the Upfront Annual Fee and Upfront Rent have not been released pursuant to a resolution of Growers prior to the commencement of Year 14 of the Project, these funds will be applied in satisfaction of the Annual Fee and Rent for Year 14 of the Project.

For each Financial Year that the Grower pays and the Responsible Entity receives (and retains) the Annual Fee and Rent, the Grower will acquire an additional direct percentage interest in the Gross Proceeds of Sale (less deductions and allowances as set out in this the Lease and Management Agreement and the Constitution) corresponding to that Financial Year in accordance with the following table:

Financial Year	Additional direct percentage interest in the Gross Proceeds of Sale (per Sandalwood Lot) acquired by a Grower
Years 1 – 2	3% (plus GST)
Years 3 – 4	2% (plus GST)
Years 5 – 14	1% (plus GST)

In the event that the Grower pays the Annual Fee and Rent in each year, the Grower's interest will increase to 100% of the Gross Proceeds of Sale from the relevant Sandalwood Lot(s) (less deductions and allowances as set out in the Lease and Management Agreement and the Constitution).

#### 3.8.4 Annual Deferred Investment Option

In each Financial Year following the expiry of the Establishment Period (up to and including Year 13, and, if permitted by the Responsible Entity, Year 14), if the Grower elects the Annual Deferred Investment Option, the obligation to pay the Annual Fee and Rent for that Financial Year will be deemed to be satisfied and the Grower will not be entitled to any additional interest in the Gross Proceeds of Sale corresponding to that Financial Year. In the event that the Grower elects the Annual Deferred Investment Option in each year, the Grower's interest will remain at 80% of the Gross Proceeds of Sale from the relevant Sandalwood Lot(s) (less deductions and allowances as set out in the Lease and Management Agreement and the Constitution).

The Annual Deferred Investment Option is not available to Growers who elect to collect their own proportionate share of the Forest Yield. If TFS Properties is replaced as the Responsible Entity of the Project in the event of insolvency, the Replacement Responsible Entity may require that Growers cannot participate in the Annual Deferred Investment Option for the years following insolvency until the Termination Date.

### 3.8.5 Incentive Fee

Each Grower (which means both an Electing Grower and a Non-Electing Grower) agrees to pay the Responsible Entity an incentive fee calculated in accordance with the following formula:

For a Non-Electing Grower:

$$IF = \frac{30}{100} ((C - A) \times B)$$

Where: IF = Incentive Fee to be calculated

A = the Target Net Proceeds of Sale per Sandalwood Lot as set out in this PDS (being \$100,000)

B = the number of Sandalwood Lots sub-leased by the relevant Grower

C = the actual Gross Proceeds of Sale per Sandalwood Lot less the Grower's Proportional Share of the Costs of Harvest and Processing, and the Non-Electing Grower's Selling and Marketing Fee

For an Electing Grower:

The formula is the same as a Non-Electing Grower except that:

C = the Gross Proceeds of Sale per Sandalwood Lot less the Grower's Proportional Share of the Costs of Harvest and Processing, and the Selling and Marketing Fee that would have been paid by the Electing Grower had it been a Non-Electing Grower

Or, if "IF" is a negative amount, then it is deemed to be \$0.00.

Each Non-Electing Grower will have the Incentive Fee deducted from the Net Proceeds of Sale. Each Electing Grower must pay the Incentive Fee at the time that it collects the Collectable Produce. If the actual amount of the Incentive Fee has not been determined at the time the Grower is required to pay this Fee, the Responsible Entity may provide an estimate of the Incentive Fee which the Grower is required to pay and the balance of the Incentive Fee shall be paid or credited within 14 days of its determination.

### 3.8.6 Selling and Marketing Fee

Each Non-Electing Grower agrees to pay a Selling and Marketing Fee to the Responsible Entity of 5% (plus GST) of the Gross Proceeds of Sale per Sandalwood Lot in consideration for the performance of the Selling and Marketing Services.

### 3.9 Termination by Relevant Grower

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

- a. 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;
- b. the Responsible Entity or the Lessor committing an act of bankruptcy

or going or being placed into liquidation or official management; and

- c. the Responsible Entity being removed as responsible entity of the Project under the Constitution.

### 3.10 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.

### 3.11 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).

### 3.12 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.

### 3.13 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.

### 3.14 Sale of Sandalwood

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

The Responsible Entity (or any of its associates) is permitted to purchase Forest Produce from the Growers provided that the purchase price is a reasonable and fair market price determined as if the parties were dealing at arm's length, and the Responsible Entity acts in the utmost good faith to the Grower.

Further, the Responsible Entity (or its nominee) shall have the right to match the terms of purchase offered pursuant to a competing third party offer, and to acquire the Forest Produce on terms no less favourable to Growers as those offered under the competing third party offer.

### 3.15 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.

At any time after the end of the Establishment Period, a Grower may request the Responsible Entity to arrange insurance of the Grower's interests on behalf of the Grower and at the Grower's expense.

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 Management 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 or such other person who may be entitled.

### 3.16 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 and any other agreements or arrangements it has entered into with the Grower which relate to the Scheme or the Project (as the case may be).

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

### 3.17 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;
- 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 and the Constitution;
- c. the assignment or transfer complies with the rules of any secondary market on which the Interests are traded; and
- d. the assignment or transfer complies with the Tax Laws Amendment (2007 Measures No. 3) Act 2007 (if applicable).







### 3.18 Personal Property Securities Act ('PPSA') Interests

- a. If a Grower or any other party intends to register a PPSA security interest in relation to the Grower's interest in the Project, the Grower must notify the Responsible Entity at least 14 days before the security interest is registered.
- b. If the Responsible Entity reasonably determines that a transaction in connection with the Lease and Management Agreement or the Constitution gives rise to a security interest for the purposes of the PPSA in favour of the Responsible Entity, the Grower shall (at the Grower's expense) do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Responsible Entity reasonably considers necessary for the purposes of:
  - i. ensuring that the security interest is enforceable, perfected and otherwise effective in accordance with the PPSA; and
  - ii. enabling the Responsible Entity to exercise rights in connection with the security interest.
- c. The Responsible Entity need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

### 3.19 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.

### 3.20 Authority

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

### 3.21 Payment of Duty and Registration Fees

The Responsible Entity must pay all 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.

### 3.22 Tax

Any tax or impost (including, without limitation, GST) payable in respect of the rent, the management fee, 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 2016, 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 Agreement for 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 the Agreement for Sub-Lease 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 \$4,500 per hectare for each of years 2 to 14. 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

TFS Properties will ensure that a Head Lease is secured over the land selected for the Project. Pursuant to the Head Lease, the registered owner will agree to lease the Plantation to the Lessor and will consent to the Lessor sub-leasing Sandalwood Lots to Growers.







# Financial Information Relating to the Responsible Entity

## Overview

TFS Properties is a wholly owned subsidiary of TFS Corporation, a company listed on the Australian Securities Exchange ('ASX') (ASX Code – TFC).

TFS Corporation, together with its subsidiaries (together, the 'TFS Group'), maintains a strong financial position through:

- targeting and maintaining conservative gearing levels;
- generating annual cash flows from its business of operating existing and new sandalwood plantations; and
- diversifying its income base with revenues from additional operations such as sandalwood processing and distribution and from institutional plantation sales.

Further information regarding these specific aspects of the TFS Group's financial position, and their impact on an investment in the Project, is set out in this section of the PDS.

Detailed financial information regarding the TFS Group is available from TFS Corporation's announcements to ASX, and on TFS Corporation's website, [www.tfsltd.com.au](http://www.tfsltd.com.au).

A summary of the consolidated balance sheets for the TFS Group as at 30 June 2014 and 30 June 2015 is set out below:

	30 June 2014 \$'000	30 June 2015 \$'000
Total Current Assets	187,779	210,170
Total Non Current Assets	729,872	963,165
<b>TOTAL ASSETS</b>	<b>917,651</b>	<b>1,173,335</b>
Total Current Liabilities	102,304	95,890
Total Non Current Liabilities	349,020	502,922
<b>TOTAL LIABILITIES</b>	<b>451,324</b>	<b>598,812</b>
<b>NET ASSETS</b>	<b>466,327</b>	<b>574,523</b>

A summary of the balance sheets for TFS Properties as at 30 June 2014 and 30 June 2015 is set out below:

	30 June 2014 \$'000	30 June 2015 \$'000
Total Current Assets	28,230	25,266
Total Non Current Assets	134,767	165,515
<b>TOTAL ASSETS</b>	<b>162,997</b>	<b>190,781</b>
Total Current Liabilities	98,387	125,798
Total Non Current Liabilities	31,507	32,783
<b>TOTAL LIABILITIES</b>	<b>129,894</b>	<b>158,581</b>
<b>NET ASSETS</b>	<b>33,103</b>	<b>32,200</b>



As at the date of this PDS, there are no known unfunded obligations of TFS Properties in respect of the schemes it currently operates and the Project.

As a result of the fee structure for the Project, TFS Properties may be liable to fund Harvest and Processing costs of the Project on behalf of Growers, and will be reimbursed for these costs out of the proceeds of sale of the Forest Produce. Further, a Grower may elect to defer the payment of their Annual Fees and Rent. In the Project years in which there are Growers who elect to defer payment of Annual Fees and Rent, TFS Properties will fund the operating and rental expenditure for the deferring Growers through the TFS Group's alternative funding avenues as set out further below in this section.

### Guarantee and Indemnities

In 2011, TFS Properties Ltd and TFS Leasing Pty Ltd provided a guarantee to Bank of New York Mellon under a secured bond facility whereby TFS Corporation Ltd issued bonds with a face value of US\$150 million. During 2015 a further US\$50m of additional bonds were issued under the provisions of its existing secured bond facility. Under the guarantee, TFS Properties Limited and TFS Leasing Pty Ltd (and other subsidiaries of TFS Corporation Ltd) guarantee the full payment of all amounts owing under the bonds.

### Tax Consolidation

TFS Properties Ltd is a wholly owned Australian subsidiary of TFS Corporation Ltd. The group entities have formed an income tax consolidated group under the Tax Consolidation Regime. Each entity in the group recognises its own current and deferred tax liabilities, except for any deferred tax liabilities resulting from unused tax losses and tax credits, which are immediately assumed by the parent entity. The current tax liability of each group entity is then subsequently assumed by the parent entity. The group nominated to become consolidated for taxation purposes on 1 July 2003. TFS Corporation Ltd and its Australian subsidiaries are parties to a tax-sharing agreement.

### Gearing

TFS Corporation issued US\$150m in Senior Secured Notes in June 2011 and a further US\$50m during 2015. This form of financing was raised in the international capital markets and it provides TFS Corporation with long-term funding to develop its land bank. At 30 June 2015 the TFS Group's net gearing

ratio was 21.43%. TFS Corporation expects its gearing to remain under 40%. TFS Corporation's approach is to be conservatively geared.

### Access to Cash Flows and Availability of Working Capital

As the Responsible Entity of the TFS Indian Sandalwood Project 2016 - Retail Investment Offer, TFS Properties is responsible for ensuring that each Grower's sandalwood Trees are established, cultivated, Harvested and, if the Grower is a Non-Electing Grower, sold.

In fulfilling these obligations, TFS Properties requires access to adequate working capital on an ongoing basis. Working capital requirements are generally higher in the initial years of a project, and decrease as the trees become more established.

The TFS Group ensures that there is sufficient working capital to meet these obligations as set out below:

#### Project Fees

Each investor in the Project must pay an Establishment Fee to cover the costs of establishing their Trees. The Establishment Fee is paid into a custodian account pending acceptance of the investor's Application. Following acceptance of the Application, 50% of the Establishment Fee is transferred into an operating account. TFS Properties subsequently makes payments to the Project Manager, TFS, to fund the establishment of the Plantations for the Project. TFS Properties will deposit the remaining 50% of the Establishment Fee into a trust account which will be maintained by the Independent Custodian and released to the Responsible Entity quarterly until the

completion of Establishment Services.

In each year after the Establishment Period, investors must either:

- a. elect to pay the Annual Fee and Rent, which covers the cost of cultivating and maintaining the Trees; or
- b. elect annually that these fees be deferred resulting in the Grower not being entitled to any further interest in the Gross Proceeds of Sale in relation to that year.

These Annual Fees are paid by TFS Properties to the Project Manager, TFS, to carry out the cultivation and maintenance services on the Plantations.

Each investor in the Project shall pay the Annual Fee and Rent for one Project year upon Application, to be deposited by TFS Properties into a trust account maintained by the Independent Custodian. These funds shall be released in satisfaction of the Annual Fee and Rent for Year 14 of the Project, unless Growers resolve to instruct the Independent Custodian to release the funds earlier to apply towards the payment of the Annual Fee or Rent in the event of failure by the Responsible Entity or TFS Leasing to provide the Ongoing Services and the payment of Rent. The payment of the Upfront Annual Fee and Upfront Rent is intended to ensure that, in the event of insolvency of the Responsible Entity or TFS Leasing, there are sufficient funds to meet the ongoing costs of the Project.

In addition, the TFS Group has access to income from other sources as outlined on the following page, which ensures that there is adequate working capital to meet TFS Properties' obligations under the Lease and Management Agreements.



### Other Revenue Sources

In addition to the Annual Fees received from a Retail Sandalwood Project, the TFS Group has broadened its income base to include other sources. In fact, revenues from Retail Sandalwood Project sources made up approximately 10% in the 2015 financial year and are expected to be of a similar magnitude in 2016.

In particular, the TFS Group has been actively undertaking strategic opportunities in the downstream processing of sandalwood and sandalwood oil, as well as sourcing an alternative investor base.

This has resulted in the growth of two significant operations which the TFS Group believes strengthens its financial position. This is due to diversifying the income base and increasing demand for the sandalwood trees grown by the TFS Group.

The first operation is the Mt Romance Australia Pty Ltd ('MRA') business which is a major processor of Australian sandalwood oil. The integration of the technical and marketing capabilities of MRA and the TFS Group not only provides an immediate additional revenue stream to the TFS Group, but represents a significant step towards the TFS Group's goal of becoming a vertically integrated producer of sandalwood, sandalwood oil and related products.

The second operation is the introduction of a new plantation management product that is being targeted to institutional investors offshore. The successful introduction of these investors has provided the group with an alternative investor base and reinforced the underlying value of the Indian sandalwood plantation.

In addition to the above, the TFS Group also has:

- a. a direct holding of approximately 2,353 hectares of sandalwood trees in its own right; and
- b. an indirect interest in the sandalwood trees held by existing Growers who have elected to defer their annual rent and management fees.

As a result of these interests, the TFS Group expects to receive additional annual income from harvests in future years.

### Working Capital Requirements for Harvest and Processing

The Costs of Harvest and Processing the Sandalwood Trees is expected to be funded from the proceeds received from the sale of the Forest Yield.

Growers will pay a fee, currently estimated to be \$1,333 (plus GST) per Sandalwood Lot, to cover these costs, which is deducted from their Gross Proceeds of Sale.

As this fee is received by the Responsible Entity after the Harvest and Processing of the logs, the Responsible Entity must ensure that it has sufficient working capital to meet the expenses associated with Harvest and Processing the Sandalwood Trees.

TFS Properties anticipates that it will have access to sufficient working capital to fund the Costs of Harvest and Processing by virtue of:

- a. finance for the Costs of Harvest and Processing from the purchasers of the sandalwood products. The TFS Group is working towards being an integrated producer of sandalwood products and aims to have contractual arrangements in place for the purchase of the sandalwood products prior to Harvest. It is standard industry practice that any such purchase arrangements will provide for the funding of Harvest and Processing by the purchaser of the products;
- b. the Annual Fees received for the Project. These fees are the same in each year (subject to indexing at 3% per annum, and differences resulting from different numbers of Annual Fee deferrals in each year), and can potentially be available to assist with the Harvest and Processing operations; and
- c. to the extent that the Costs of Harvest and Processing cannot be met from the working capital sources outlined in paragraphs (a) and (b), the TFS Group would rely on funding from other sources to meet these costs, to the extent that those sources are available.

Whilst TFS Properties expects that the above funding sources will be sufficient to meet the Costs of Harvest and Processing the Trees, TFS Properties cannot guarantee that it will have sufficient working capital to meet these costs. Further information on this risk is set out in the 'Risks and Safeguards' section of this PDS on page 42.

### Access to Additional Capital

As a listed company, TFS Corporation also has the option of seeking additional capital from equity markets, including fundraising from existing shareholders and institutional investors and from debt markets.

### Impact of Reduced Sandalwood Project Sales on the Responsible Entity

For the reasons outlined above, TFS Properties is not reliant on future sandalwood project sales to fund its existing contractual obligations under the Lease and Management Agreement for the Project, or under any of its existing lease and management agreements for other projects.

If sandalwood project sales were to significantly decrease in the short term, the TFS Group believes that it has adequate access to working capital from the sources outlined above to ensure that TFS Properties can continue to meet its existing contractual obligations, and to satisfy the requirements which apply to TFS Properties under its Australian Financial Services Licence.

Furthermore, if sandalwood project sales were to significantly decrease in the long term the TFS Group is confident that it would have access to sufficient revenue and working capital from numerous sources to ensure that TFS Properties can continue to meet its obligations to its Growers. The sources of funds include ongoing lease and management fees, proceeds from the harvest of TFS owned sandalwood trees, profits from its other businesses and access to wholesale plantation sales.



# An Ethical Investment – the Environment and Community



TFS is committed to sustainable development - delivering benefits to the community and environment while operating a highly successful sandalwood business.



## Environment

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

The TFS Group has achieved accreditation for ISO 9001:2008 (Quality), ISO 14001:2004 (Environment) and AS/NZS 4801:2001 (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.

In 2015 TFS received a letter of support from the International Union for Conservation of Nature (IUCN):

“All efforts to cultivate Indian sandalwood to meet the demand for timber, oil, etc are strongly encouraged by IUCN as these help to reduce the need for harvesting from wild populations. We are impressed with what TFS Corporation are doing; you have established a sustainable and environmentally sensitive business which is trying to minimize the impact of its operation on the environment in northern Australia where the trees are grown. Purchase of sandalwood products from certified cultivated sources is encouraged by IUCN.”

## 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 region's natural ecosystems and unique environment which provides an important habitat for local bird and wildlife.

## 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.

## Water Conservation

In 2006 TFS constructed a ground breaking water recycling plant on part of 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 state wide Remote and Rural Water Award.

TFS has also installed drip irrigation in most sections of its plantations. Irrigation water delivered by drip



irrigation systems is a much more effective use of water than conventional flood irrigation.

In 2012 and 2013 Mt Romance (a subsidiary of TFS Corporation) was awarded the Platinum Award by the Water Corporation for its Water Efficiency Management Plan (WEMP) and in 2014 the company received a Champion Award recognising its ongoing commitment to water saving.

### **Ethical Behaviour**

TFS believes that it can be part of a better world, starting with the communities in which we work and operate.

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.

The company sees 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, processing, management and administration of Indian sandalwood. 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 communities in which it operates.

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

### **Indigenous Commitment**

TFS believes that an integral part of sustainability is achieving tangible, positive employment outcomes for Aboriginal Australians.

TFS is a proud foundation supporter of the Clontarf Foundation. This innovative program is designed to improve the education, discipline, life skills, self-esteem and employment prospects of young Aboriginal men, using the team sports Australian Rules football and Rugby League as a motivational tool. By going to school, the boys are able to participate in the Clontarf Academy, a strategy that has dramatically increased the rates of school attendance and retention in the regions where the Academies operate.







# Additional Information

## Number of Interests Offered

The number of Sandalwood Lots that are available for subscription is 4,800 plus oversubscriptions.

## 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.

Legislation has applied from 1 July 2007 which has clarified the tax treatment of the deductions for the initial investors of a forestry MIS who dispose of their interests prior to harvest and clarifies the ongoing payments made by those secondary investors in relation to forestry MIS. Since this time trading in forestry MIS has been facilitated by the ability of initial investors to maintain the tax deductibility of payments made to the forestry MIS in the event that their interest is held for a period of four years.

## 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 will investigate 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 prior to the expiry of any term of the insurance affected 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.



## Complaints

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

- contact TFS Properties in writing, including email (refer to the Corporate Directory for contact details);
- contact TFS Properties by telephone (+61 8 9386 3299) and ask to speak with the Complaints Handling Officer; or
- attend the TFS Properties' office in person.

TFS Properties will acknowledge the complaint within 10 Business Days of receiving it, and provide a response in a timely fashion. If the complaint cannot be resolved within 10 Business Days of acknowledgment then TFS Properties will maintain fortnightly contact with you informing you of the progress and estimated time frame for resolution of the complaint. TFS Properties will provide you a written final response within 45 days of receiving the initial complaint.

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

- refer the matter to the Financial Ombudsman Services ('FOS'). 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 the 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 the 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 mail out of the Project's Annual Financial Reports to Growers. 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. 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 confirmation for the Sandalwood Lot(s) acquired, after acceptance of your Application;
- send you a certificate and site plan identifying your Sandalwood Lot(s), once your Sandalwood Lot(s) have been planted; 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.

### Adviser Payments and Rebates

TFS Properties may pay up to 5% of the Establishment Fee received from an Applicant for Sandalwood Lots to Advisers in accordance with the Corporations Act 2001 (Cth) (Adviser Payment). Alternatively, TFS Properties may rebate up to 5% of the Establishment Fee received from an Applicant for Sandalwood Lots directly to an Applicant (Rebate). The Adviser Payment or the Rebate will only be paid to an Adviser or an Applicant, respectively, by TFS Properties if an Applicant receives Financial Product Advice from an Adviser in respect of its investment.

If an Applicant does not receive Financial Product Advice from an Adviser in respect of its investment in Sandalwood Lots, an Adviser Payment will not be paid to the Adviser, nor will a rebate be paid to the Applicant.

Information concerning any payments which may be made to an Adviser must be disclosed to Applicants by the Applicant's Adviser. If Section 6 of the Application Form is applicable to an Applicant, the Applicant's Adviser will provide the Applicant with instructions and assist the Applicant with the completion of Section 6 of the Application Form.

### Adviser Payments

TFS Properties may pay certain Advisers an Adviser Payment, being an amount of up to 5% of the Establishment Fee

that an Applicant pays to TFS Properties. Where TFS Properties makes an Adviser Payment, TFS Properties will have an arrangement in place with that Adviser, pursuant to which TFS Properties collects the Adviser Payment from the Applicant's Establishment Fee as agent for and on behalf of the Adviser and pays, on behalf of the Applicant, the Adviser Payment to the Adviser.

The payment of an Adviser Payment is not in addition to the Establishment Fee, but rather it forms part of the Establishment Fee.

For TFS Properties to be able to make an Adviser Payment, the Applicant must provide their fully informed consent to the Adviser Payment arrangement and confirm the same by completing Section 6 of the Application Form. If the Applicant provides their fully informed consent to the Adviser Payment arrangement, the Adviser must also complete the requirements of Section 6 of the Application Form. In the event that Section 6 of the Application Form is not completed by both the Applicant and the Adviser (or not completed correctly), TFS Properties will not pay the Adviser Payment.

For the avoidance of any doubt, there is no obligation on an Applicant to authorise the payment of the Adviser Payment to the Applicant's Adviser and in the event the Applicant does not provide its authorisation, TFS Properties will not pay the Adviser Payment.

### Rebates

Alternatively, TFS Properties may rebate directly to the Applicant an amount of up to 5% of the Establishment Fee received

from an Applicant for Sandalwood Lots. In order for TFS Properties to be able to rebate an amount to the Applicant, Section 6 of the Application Form must be completed by the Applicant. In the event that Section 6 of the Application Form is not completed (or not completed correctly), TFS Properties will not pay the Rebate.

Regardless of the payment of the Rebate, the amount of the Establishment Fee remains the same. If the Rebate is paid to the Applicant, the Rebate will be paid to the Applicant from the Establishment Fee.

### Formation and Issue Expenses

All expenses of the issue, inclusive of all legal, accounting and experts' fees detailed in this PDS and advertising will be paid by TFS Properties from its own funds. Please also refer to the 'Adviser Payments and Rebates' section of this PDS.

### 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. These fees are estimated to be no more than \$30,000.

- Fremlin Consulting has prepared an Expert Forester's Report for inclusion in this PDS. The amount which Fremlin Consulting will be paid for this work will not exceed \$10,000.
- Anantha Padmanabha has prepared an Expert Sandalwood Market 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, including their review of the Summary of Material Agreements section of this PDS. These fees are estimated to be no more than \$30,000.

### Consents

Fremlin Consulting 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 Sandalwood Market Report and other statements attributed to him included in this PDS in the form and context in which they are included.

Steinepreis Paganin has given and not withdrawn their consent before the issue of this PDS for the inclusion of the Summary of Material Agreements contained on pages 67-77 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 90 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 electronically 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.

### Execution on Behalf of the Directors

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




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DALTON GOODING  
NON-EXECUTIVE DIRECTOR





# Glossary

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

**'12 Months Interest Free Loan'** means the method of payment of the Establishment Fees and Upfront Annual Fee and Upfront Rent by instalments in accordance with the Loan Agreement on pages 101-106 of this PDS.

**'Adviser'** means an eligible Australian Financial Services licensee that has provided or is providing Financial Product Advice to an Applicant.

**'Adviser Payment'** has the meaning given to that term in the Adviser Payments and Rebates section of this PDS.

**'Agreement for Sub-Lease'** means the agreement under which the Responsible Entity arranges for the Grower to enter into a Sub-Lease of Sandalwood Lots in sufficient time for the Responsible Entity to perform the Establishment Services in the time set out in that document.

**'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 9.3 (Annual Fee) of the Schedule to the Lease and Management Agreement (Indexed), which is payable to the Responsible Entity pursuant to the Lease and Management Agreement.

**'Annual Investment Option'** means the annual investment option described in the 'Investment Options' section of this PDS.

**'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.

**'Application Fund'** means the application fund formed under the Constitution and includes:

- a. all Application Money, Upfront Annual Fee and Upfront Rent pending acceptance of an Applicant's Application;
- 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 (being the date on which a Grower's Application is accepted by the Responsible Entity).

**'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 Harvest and Processing'** means all costs incurred by the Manager in the Harvest 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 Harvest and Processing from the time when those costs are paid until the time that the Responsible Entity is reimbursed.

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



**'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 2016, in circumstances where the Responsible Entity considers that the Establishment Services cannot be performed prior to 30 June 2016 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 31 December 2016, in circumstances where the Responsible Entity considers that the Establishment Services cannot be performed prior to 31 December 2016 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,

but in any event, terminating no later than 31 December 2017.

**'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.

**'Financial Product Advice'** has the meaning given to that term in the Corporations Act 2001 (Cth).

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

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

**'FPC'** means the Forest Products Commission of Western Australia.

**'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.

**'Harvest and Processing'** means all of the steps required to cut down and pull the Sandalwood Trees including but not limited to surveying, felling, extraction, loading and haulage and Process them into a saleable form as Cleaned Logs and roots and butts and then to transport them to Store.

**'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.

**'Independent Custodian'** means the independent custodian appointed by the Responsible Entity to maintain the Subsequent Establishment Payment Fund and the Upfront Payment Fund in accordance with the Constitution.

**'Independent Expert's Reports'** means the Expert Foresters' Report on page 56 and the Expert Sandalwood Market Report on page 61.

**'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.

**'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 provided that such other form contains substantially the same terms as set in the Schedule to the Constitution.

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

**'Management Plan'** means the management plan for the maintenance of the Plantation and outlines the procedures to be followed to ensure that the Project is carried out in accordance with industry best practice and in a manner designed to both mitigate the Project risks and maximise the growth and yield of the Plantation.

**'Manager' or 'Project Manager'** means the Manager under the Plantation Management Agreement (being Tropical Forestry Services Ltd (ACN 080 139 966) or any of its successors or assignees).

**'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 Harvest and Processing; and
- (b) the Non-Electing Grower's Selling and Marketing Fee.

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

**'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.

**'Principal and Interest Loan'** means the method of payment of the Establishment Fees and Upfront Annual Fee and Upfront Rent by instalments in accordance with the Principal and Interest Loan Agreement.

**'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 Indian Sandalwood Project 2016 - Retail Investment Offer (ARSN 610 346 864).

**'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.

**'Rebate'** has the meaning given to that term in the "Adviser Payments and Rebates" section of this PDS.

**'Rent'** means the Fee calculated in accordance with Item 9.3 (Rent) of the Schedule to the Lease and Management Agreement (Indexed) which is payable to the Responsible Entity pursuant to the Lease and Management Agreement.

**'Replacement Responsible Entity'** means the replacement responsible entity appointed in the event of the insolvency of the Responsible Entity.

**'Responsible Entity'** means TFS Properties Ltd (ACN 093 330 977), the responsible entity of the Project operating under Australian Financial Services Licence number 241 192.

**'Sandalwood Lot'** means a specified area or areas comprising approximately one twelfth (1/12) 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 seeds produced by the Trees.

**'Selling and Marketing Fee'** means a Fee of 5% (plus GST) 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.

**'Subsequent Establishment Payment Fund'** means the subsequent establishment payment fund formed by the Independent Custodian in accordance with the Constitution, into which the 50% of the Establishment Fee will be transferred from the Application Fund upon acceptance of a Grower's Application.

**'Target Net Proceeds of Sale'** means the targeted net proceeds of sale per Sandalwood Lot, being \$100,000 (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'** means Tropical Forestry Services Ltd, the Project Manager of the Project.

**'TFS Group Companies'** or **'TFS Group'** 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.

**'Underlying Land'** means the underlying land that a Grower can use in relation to a Scheme.

**'Upfront Annual Fee'** means the Fee calculated in accordance with Item 9.2 (Upfront Annual Fee) of the Schedule to the Lease and Management Agreement, which is payable to the Responsible Entity pursuant to the Lease and Management Agreement.

**'Upfront Payment Fund'** means the upfront payment fund formed by the Independent Custodian in accordance with the Constitution, into which the Upfront Annual Fee and Upfront Rent will be transferred from the Application Fund upon acceptance of a Grower's Application.

**'Upfront Rent'** means the Fee calculated in accordance with Item 9.2 (Upfront Rent) of the Schedule to the Lease and Management Agreement, which is payable to the Responsible Entity pursuant to the Lease and Management 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

## How to Apply

Applicants must complete and sign the 'Grower Application Form' on pages 93-96.

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 Applicant(s)

- **Individual and Joint Applicants -** please complete the name, address and contact details for each Applicant.  
**Note: Joint Applicants will be deemed to be holding their Sandalwood Lots as joint tenants, not as tenants in common.**
- **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, Upfront Annual Fee and Upfront Rent in accordance with your Application.

### Section 4 – Payment

If you wish to pay your Establishment Fee, Upfront Annual Fee and Upfront Rent 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 to be deducted.

If you wish to finance your Establishment Fee, Upfront Annual Fee and Upfront Rent via the 12 Month Interest Free Loan please read and complete pages 97 and 98 of the PDS and submit them to TFS Properties with your Grower Application Form.

If you wish to finance your Establishment Fee, Upfront Annual Fee and Upfront Rent via the Principal and Interest Loan option please read and complete 'the Principal and Interest Loan Application Form' which can be obtained from TFS.

### Section 5 - Election to Collect and Market Produce

If you intend to collect your own sandalwood from your Sandalwood Lot(s) on completion of Harvesting, please tick the box. Please note that if you tick the box you will not be able to rely on the ATO Product Ruling and you cannot participate in the Annual Deferred Investment Option. Refer to page 18 of the PDS for further information in relation to the election to collect your own sandalwood. If you do not elect to collect and market your own sandalwood, the Responsible Entity will pool your sandalwood 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.

### Section 6 – Adviser Payments and Rebates

This Section 6 is only applicable if you are receiving or have received Financial Product Advice from a person or entity appropriately licensed or authorised to provide Financial Product Advice in accordance with the Corporations Act 2001 (Cth) (Adviser) in relation to your investment.

Please see the 'Adviser Payments and Rebates' section of this PDS.

We note that if you select Section 6(b), your Adviser must complete Section 6(d).



## How to Return Completed Application Forms

Prior to sending your Application to TFS, please ensure all sections are complete and the Application has been dated and signed by all parties.

Mail the original Application Forms to:

TFS Properties Ltd  
TFS Indian Sandalwood Project 2016  
Retail Investment Offer  
PO Box 3040 Broadway  
Nedlands WA 6009

You may also send a copy of your completed Application Form by:

EMAIL: Scan and email to TFS:  
applications@tfsld.com.au; or

FAX: Fax to TFS on (08) 6389 1546

Please ensure both sides of the Application Form are emailed or faxed.

## 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 to 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, complying with legal and regulatory requirements, 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 our related entities and affiliated organisations, as well as our external service providers (for instance technology services 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.

More detailed information about the way we use, disclose and secure your personal information, how you can access and ask for correction of that information, how you can complain about privacy-related matters and how we respond to complaints, can be found in our Privacy Policy.

Our Privacy Policy is available by contacting us or by visiting our website.

## Identification Requirements

If you are not investing through a licensed financial advisor, 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.

**Individuals** - Please provide a 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.

**Trusts** - Please provide:

- 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

**IMPORTANT:** You must 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.

**TFS INDIAN SANDALWOOD PROJECT 2016 - RETAIL INVESTMENT OFFER (ARSN 610 346 864)**  
Issuer: TFS Properties Ltd – ACN 093 330 977 – AFS Licence 241192

## Section 1 – Application Type

Individual(s)       Corporation       Trust

## Section 2 - Details of Applicant(s)

Individual 1: Mr / Mrs / Ms / Dr

Surname: ..... Given Names: .....

Date of Birth: ..... Occupation: .....

Individual 2: Mr / Mrs / Ms / Dr

Surname: ..... Given Names: .....

Date of Birth: ..... Occupation: .....

**Note – All joint Applicants will be registered as joint tenants, not as tenants in common.**

Corporation or Trust:

Company / Trust Name: ..... ACN / ABN: .....

Director/Trustee 1: .....

Director/Trustee 2: .....

Contact Details:

Mailing Address: .....

Suburb: ..... State: ..... Post Code: .....

Residential Address: (if different to mailing) .....

Suburb: ..... State: ..... Post Code: .....

Home Phone: ..... Mobile: .....

Facsimile: ..... Email Address: .....

Please indicate how you would like investor information such as Annual Reports and Grower Newsletters distributed to you?  
(Please note; this does not include annual fees or insurance documentation which will be posted to you)

Email (please provide email address above)       Mailed in hardcopy

*continued...*



**Section 3 – Sandalwood Lot(s) Applied For**

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

Amount payable on application:

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

• For Applications of between 1 and 11 lots: ..... Lots x \$7,975 = \$.....

• **OR** Applications of 12 lots or more: ..... Lots x \$7,645 = \$.....

The total Upfront Annual Fee and Upfront Rent (including GST) in respect of the Sandalwood Lot(s) applied for is:

(b) For all Applications: ..... Lots x \$580 = \$.....

**Total amount payable on application (a+b) = \$.....**

**Section 4 – Payment**

Please choose how you would like to pay your Establishment Fee, Upfront Annual Fee and Upfront Rent:

**Payment in Full** – Select payment method below

**12 Month Interest Free Loan Option** - Select payment method below for **20% deposit** and complete and return the 12 Months Interest Free Loan Application Form on page 97 and 98 of the PDS.

**Principal and Interest Loan Option** - Select payment method below for **10% deposit** and complete and return the Principal and Interest Loan Application Form which can be obtained by contacting TFS.

**Payment Method:**

Cheque: Please enclose cheque made payable to TFS Properties Ltd

Credit Card:

Cardholders Name: .....

Card Number: ..... Card Type:  MasterCard or  Visa

Expiry: ..... VCC: ..... Signature of Card Holder: .....

Direct Debit:

Account Name: ..... BSB: .....

Account No: ..... Signature of Account Holder: .....

**Section 5 - Elect to Collect and Market Produce**

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

**Section 6 – Adviser Payments and Rebates**

**This Section 6 is only applicable if you are receiving or have received Financial Product Advice from a person or entity appropriately licensed or authorised to provide Financial Product Advice in accordance with the Corporations Act 2001 (Cth) (Adviser) in relation to your investment in TFS.**

Tick the “Yes” box below to confirm that you are receiving or have received Financial Product Advice in relation to your investment in TFS and that therefore this Section 6 is applicable to you. If you have not received Financial Product Advice please tick the “No” box:

Yes  No

If this Section 6 is applicable, each Applicant must complete the following:

(a)  I, .....,  
*(insert full name(s) of individual(s), director(s), trustee(s))*

confirm that I have read and understand the Product Disclosure Statement to which this Application Form relates.

Then select either (b) or (c) (do not select both)

(b)  I, .....,  
*(insert full name(s) of individual(s), director(s), trustee(s), as applicable)*

confirm that my Adviser has specifically disclosed to me that I may permit TFS Properties to retain the amount detailed below of the Establishment Fee and pay this amount to my Adviser (Adviser Payment) on my behalf. I understand that the Adviser Payment does not increase the fees that I pay to TFS Properties. I acknowledge that TFS Properties has an arrangement with my Adviser on my behalf, pursuant to which TFS Properties collects the Adviser Payment as agent for and on behalf of my Adviser and makes this payment to my Adviser.

I also acknowledge that TFS Properties has disclosed the Adviser Payment in the “Additional Information” Section of the Product Disclosure Statement to which this Application Form relates.

I confirm that I understand that I am not obligated to authorise the Adviser Payment and that in doing so, I do so freely and on the basis that I provide my fully informed consent.

I, .....,  
*(insert full name(s) of individual(s), director(s), trustee(s), as applicable)*

hereby confirm that I instruct TFS Properties to retain \$..... of the Establishment Fee and pay this amount to my Adviser, on my behalf.

Signed: ..... Date: .....  
*(by Individual 1, Director 1, Trustee 1, as applicable)*

Signed: ..... Date: .....  
*(by Individual 2, Director 2, Secretary, Trustee 2, as applicable)*

If you have selected (b) above, your Adviser must complete (d) below.

(c)  I acknowledge and agree that TFS Properties will rebate directly to me an amount of \$..... which will be rebated out of my Establishment Fee.

If you have selected (b) above, your Adviser must complete the following:

(d)  I, .....  
*(Adviser)*

confirm that I have fully disclosed the Adviser Payment arrangement to the applicant and that on the basis of such disclosure the Applicant has provided their fully informed consent to the Adviser Payment arrangement.

Signed: ..... Date: .....

**Adviser Details (if applicable):**

Name: .....  
 Company: .....  
 Dealer Group: .....  
 Contact Number: .....  
 Email: .....

**Dealer’s Stamp:**

**Section 7 - Signing the Application Form**

I/We hereby acknowledge and agree that:

- I/We the undersigned applied for the number of Sandalwood Lots specified in Section 3 on page 94;
- 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 TFS Properties as my/our agent solely for the purpose of preparing, executing and lodging a caveat at the relevant land titles office 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.
- I/We 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: .....

**INDIVIDUALS:**

**CORPORATIONS OR TRUST:**

Executed in accordance with the Corporations Act

Signature.....

Director / Trustee Signature.....

Full Name.....

Full Name .....

Signature.....

Director/Secretary/Trustee Signature.....

Full Name.....

Full Name .....

**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 169 Broadway, Nedlands, 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; and
- register an interest in the Lease or Plantation on my behalf at the relevant land titles office; 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 wilful 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.



# 12 Months Interest Free Loan Application Form

APPLICANTS NAME: .....

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

Total amount payable on application as per Section 3 of the Grower Application Form: \$.....

Less 20% Deposit - \$.....

Plus Administration Fee + \$100.00

Total Loan Amount: = \$.....

## FINANCIAL POSITION OF APPLICANT(S)

Total Assets = \$ ..... Total Liabilities = \$ .....

## PAYMENT METHOD – DEPOSIT & MONTHLY LOAN REPAYMENTS:

1-11 lots: A 20% deposit of \$1,711 per lot is payable on Application. The remaining portion plus the administration fee to be paid in 12 equal instalments which will be debited from your nominated account on the 30th day of each month after your Application has been accepted. A payment schedule will be sent to you on acceptance.

12 or more lots: A 20% deposit of \$1,645 per lot is payable on Application. The remaining portion plus the administration fee to be paid in 12 equal instalments which will be debited from your nominated account on the 30th day of each month after your application has been accepted. A payment schedule will be sent to you on acceptance.

**Deposit:** Please complete your deposit payment details in Section 4 on the Application Form on page 94 of the PDS

**Monthly Instalments:** Please choose your method of payment for your monthly instalments:

Credit Card:

Cardholders Name: .....

Card Number: ..... Card Type:  MasterCard or  Visa

Expiry: ..... CCV: ..... Signature of card holder.....

Direct Debit:

Account Name: ..... BSB: .....

Account No: ..... Financial Institution Name: .....

Signature of Account Holder: .....

**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;
- acknowledge that the direct debit will be provided by you to the Provider on the terms contained in the Direct Debit Service Terms (Terms); and
- acknowledge that Direct Debits will be made on the 30th day of each month.

**APPLICANT'S ACKNOWLEDGEMENTS, 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 Grower Application Form to request the Provider provides 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 99 to 106) 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 99 to 106), I/we agree to the terms of each agreement
- I/We confirm the Total Assets and Liabilities details on page 97 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 Indian Sandalwood Project 2016 - Retail Investment Offer.
- 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:
  - o Monies invested in the TFS Indian Sandalwood Project 2016 - Retail Investment Offer 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;
  - o TFS does not stand behind the capital value nor do they guarantee the performance of this investment or the underlying assets; and
  - o TFS does not guarantee or provide assurance in respect of its obligations of the TFS Indian Sandalwood Project 2016 - Retail Investment Offer ;
- 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:
  - o The success or failure of the TFS Indian Sandalwood Project 2016 - Retail Investment Offer;
  - o The level of return from or loss of money invested in the TFS Indian Sandalwood Project 2016 - Retail Investment Offer;
  - o Any breach by the Responsible Entity of the TFS Indian Sandalwood Project 2016 - Retail Investment Offer;
  - o Any illegality in connection with the TFS Indian Sandalwood Project 2016 - Retail Investment Offer, or any Product Disclosure Statement issued with respect to the TFS Indian Sandalwood Project 2016 - Retail Investment Offer.

<b>INDIVIDUAL APPLICANT(S):</b>	<b>CORPORATE APPLICANTS:</b>	<b>LOAN GUARANTORS</b>
..... 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
..... Address of Witness		..... Address of Witness
..... Occupation of Witness		..... Occupation of Witness

## DIRECT DEBIT 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
- **“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, 169 Broadway, Nedlands WA 6009 or contact us via phone: (08) 9386 3299.
- 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 and Credit Information

You acknowledge that you have read the Privacy section of this PDS. That section sets out various matters that the Provider is required by the Privacy Act 1988 (Cth) (Act) to disclose to you.

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

I/We acknowledge that as a credit provider the Provider collects, stores and deals with credit information and credit eligibility information in accordance with the Act. I/We authorise the Provider to obtain certain credit information (including credit reporting information) to enable assessment of my/our Application for commercial or personal credit. I/We authorise the Provider:

- To obtain from a credit reporting body a credit report containing personal information about me/us in relation to personal credit provided by the Provider.
- To obtain from a credit reporting body a credit report containing personal information about me/us in relation to commercial credit provided by the Provider.
- 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. To obtain a report from a credit reporting body 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 body certain credit information about me/us, which I/we authorise the Provider to do. The credit information which may be given to the credit reporting body includes:

- Details to identify me/us. The fact that I/we have applied for credit and the amount.
- The fact that the Provider is a credit provider to me/us.
- Repayment history information.
- In specific circumstances, default information.
- Advice that payments are no longer overdue and the date on which overdue payments were made.
- 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.

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 body, credit eligibility information and other credit information that credit providers are allowed to give or receive from each other under the Act. Without limiting the foregoing, I/We authorise the Provider to disclose credit eligibility information to:

- other credit providers for the purpose of verifying and assessing my/our application, provided that the other credit providers have an Australian link; and
- other persons for the purpose of that person deciding whether to act as guarantor or offer property as security for the credit, provided that the person has an Australian link.

Various credit reporting bodies are used, including Veda Advantage Information Services and Solutions Ltd. Their contact details and credit reporting policies are available at [www.veda.com.au](http://www.veda.com.au).

### Credit Reporting Policy

The Provider has a credit reporting policy that sets out the way it manages credit information and credit eligibility information. That policy sets out:

- how you can access your credit eligibility information;
- how you can seek the correction of your credit information or credit eligibility information;
- how you may complain about a breach of the credit information provisions of the Privacy Act or any registered credit reporting code that binds the Provider; and
- how the Provider will deal with that complaint.

The credit reporting policy is available on the Provider's website ([www.tfsltd.com.au](http://www.tfsltd.com.au)), and is also available in hard copy on request. That policy also contains a list of certain matters that we are required to tell you about in accordance with the credit reporting code (including about your rights to access information and make requests for information not to be used for certain marketing purposes or if you believe you are the victim of fraud).

## LOAN AGREEMENT

**THIS Agreement** is made on the date set out in page 98 of the PDS

### BETWEEN

**ARWON FINANCE PTY LTD ACN 072 486 643** of 169 Broadway, Nedlands WA 6009 (Lender)

### AND

The entity whose name (ACN if applicable) and address are set out in section 2 of the Grower Application Form (Page 93) AND

The entity whose name (ACN if applicable) is set out at page 98 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:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 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 pursuant to Clause 2, and being 30 June 2016.

**"Date of Execution"** means the date on page 98 of this PDS;

**"Event of Default"** means the occurrence of one of the events set out in clause 7.

**"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,

- g. and irrespective of:
- h. whether any Obligor is liable or obligated solely, jointly or jointly and severally with another person;
- i. 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
- j. 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 on which the Project is conducted;

**"Principal Sum"** means the total amounts set out and described in page 97 of the PDS;

**"Project"** means the TFS Indian Sandalwood Project 2016 - Retail Investment Offer (ARSN 610 346 864);

**"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 the 30th day after your Application has been accepted.

## 1.2 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.



## **2. ADVANCE**

### **2.1 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.

### **2.2 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.

## **3. REPAYMENT**

### **3.1 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.

## **4. 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.

## **5. 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.

## **6. 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.

## **7. 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.

## **8. EXERCISE OF RIGHTS**

Without limiting the generality of the foregoing, if an event of default occurs under Clause 7 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.

## **9. 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.

## **10. BORROWER AND GUARANTOR'S REPRESENTATIONS**

### **10.1 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.

### **10.2 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.

### **10.3 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.

## **11. ATTORNEY**

### **11.1 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.

### **11.2 Ratification**

The Borrower agrees to ratify anything done by an attorney or its delegate in accordance with the provisions of this Clause 11.

## **12. NOTICES**

### **12.1 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.

### **12.2 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.

### 12.3 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.

## 13. SUMS EXCLUDE GST

### 13.1 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.

### 13.2 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.

### 13.3 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.

### 13.4 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.

## 14. GENERAL PROVISIONS

### 14.1 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.

### 14.2 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.

### 14.3 Default / Interest

In the event of default the Borrower shall pay the lender interest on overdue amounts at a rate of 15% per annum calculated on a daily basis from the due date until payment is received.

### 14.4 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.

### 14.5 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.

### 14.6 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.

### 14.7 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.

### 14.8 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.

### 14.9 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.

### 14.10 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.

#### **14.11 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.

#### **14.12 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.

#### **14.13 Time of the Essence**

Time shall be of the essence of this Agreement in all respects.

#### **14.14 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.

#### **14.15 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.

#### **14.16 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.

### **15. GUARANTEE**

#### **15.1 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.

#### **15.2 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.

#### **15.3 Continuing Guarantee**

This is a continuing guarantee and, subject to clause 15.4, 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.

#### **15.4 Guarantor Acknowledgement**

If a Guarantor is an individual person, that Guarantor agree and acknowledges that he or she has:

- a. read the terms and conditions of this Agreement and has understood them; and
- b. has received independent legal advice in relation to this Agreement and all relevant matters pertaining to this Agreement and the guarantee in this clause 15.

#### **15.5 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.

#### **15.6 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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