

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL COURT

S CI 2011 6816

**IN THE MATTER OF WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS
APPOINTED) (IN LIQUIDATION) (ACN 063 263 650)**

**WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS APPOINTED) (IN
LIQUIDATION) (ACN 063 263 650) IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE
MANAGED INVESTMENT SCHEMES LISTED IN SCHEDULE 2 AND IN ITS CAPACITY AS
MANAGER OF THE UNREGISTERED SCHEMES LISTED IN SCHEDULES 3 AND 4
AND ORS ACCORDING TO SCHEDULE 1**

Plaintiffs

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL AND EQUITY DIVISION
COMMERCIAL COURT

COMMERCIAL LIST
S CI 2011 6762

**IN THE MATTER OF WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS
APPOINTED) (IN LIQUIDATION) (ACN 063 263 650)**

**WILLMOTT FORESTS LIMITED (RECEIVERS AND MANAGERS APPOINTED) (IN
LIQUIDATION) (ACN 063 263 650) IN ITS CAPACITY AS RESPONSIBLE ENTITY OF THE
MANAGED INVESTMENT SCHEMES LISTED IN SCHEDULE 2 AND IN ITS CAPACITY AS
MANAGER OF THE UNREGISTERED SCHEMES LISTED IN SCHEDULE 3
AND ORS ACCORDING TO SCHEDULE 1**

Plaintiffs

CERTIFICATE IDENTIFYING EXHIBIT

Date of document: 21 February 2012

Filed on behalf of: the Plaintiffs

Prepared by:

ARNOLD BLOCH LEIBLER

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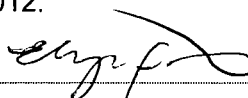
Ref: 011565243

(Kimberley MacKay: kmackay@abl.com.au)

This is the exhibit marked "CDC-55" now produced and shown to **CRAIG DAVID CROSBIE** at the time of swearing his affidavit on 21 February 2012.

ELYSE IRENE FOX HILTON
Arnold Bloch Leibler
Level 21, 333 Collins Street
Melbourne 3000

Before me: _____



... Australian Legal Practitioner within the
reg of the Legal Profession Act 2004

Exhibit "CDC-55"

**Summary of the relevant terms of the constituent
documents of the Willmott Schemes**

ANNEXURE 1 - REVIEW OF WILLMOTT SCHEMES
WILLMOTT FORESTS 1989 - 1991 PROJECT (ARSN 092 516 651)

1989 Prospectus ("First Prospectus 1989")

Type of scheme	Registered MIS
Number of investors	10
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment deed dated 6 February 1989, as amended by the Supplemental Deed dated 22 February 2000 and the Second Amendment Deed dated 12 July 2011. • Establishment and Maintenance Agreements • Lease Agreements • Plantation Development Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Establishment and Maintenance Agreements, Growers are obliged to pay a one-off upfront payment of \$2,960/Ha in consideration of the Manager undertaking establishment, ongoing maintenance works and insurance in respect of the Grower's leased land; • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • \$250/Ha annually in advance for the first four years of the term of the lease; • \$62.50/Ha annually in advance for the remaining term of the lease, <p>in consideration for the rights granted to the Grower as lessee under the lease;</p> • Under the Plantation Development Agreements, Growers are obliged to pay a one-off upfront payment of \$4,320/Ha in respect of the Manager carrying out plantation services on the Grower's leased land
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager may arrange for thinning or clear fell of the Grower's Trees, and negotiate a price for the Grower's Trees with the consent and approval of the Grower: Constitution clause 13.1.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the net proceeds of sale in payment of the Manager's fee of 7.5% of the net proceeds of sale and the balance to the Grower in respect of the relevant Hectare: Constitution clause 13.4.</p>

Rights of the Growers	References to "the Grower's Trees" and "Trees belonging to Growers": see eg, Constitution clause 13.1 (and other references throughout Constitution)
Pooling	No references in the project documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$5,021 per hectare held by that Grower to continue the scheme.</p>

1990 Prospectus ("Second Prospectus 1990")

Type of scheme	Registered MIS
Number of investors	13
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment deed dated 6 February 1989, as amended by the Supplemental Deed dated 22 February 2000 and the Second Amendment Deed dated 12 July 2011. • Establishment and Maintenance Agreements • Lease Agreements • Plantation Development Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Establishment and Maintenance Agreements, Growers are obliged to pay 7.5% out of the net proceeds of each harvesting and sale of the Trees in consideration for the Manager undertaking establishment, ongoing maintenance works and insurance in respect of the Grower's leased land; • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • \$120/Ha annually in advance for the term of the lease, indexed annually to any CPI increase; or • \$1,500/Ha one-off upfront payment, in consideration for the rights granted to the Grower as lessee under the lease; • Under the Plantation Development Agreements, Growers are obliged to pay a one-off upfront payment of \$4,320/Ha in respect of the Manager carrying out plantation services on the Grower's leased land.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager may arrange for thinning or clear fell of the Grower's Trees, and negotiate a price for the Grower's Trees with the consent</p>

	<p>and approval of the Grower: Constitution clause 13.1.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the net proceeds of sale in payment of the Manager's fee of 7.5% of the net proceeds of sale and the balance to the Grower in respect of the relevant Hectare: Constitution clause 13.4.</p>
Rights of the Growers	References to "the Grower's Trees" and "Trees belonging to Growers": see eg, Constitution clause 13.1 (and other references throughout Constitution)
Pooling	No references in the project documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,526 per hectare held by that Grower to continue the scheme.</p>

1990 Information Memorandum ("Second Prospectus 1990 (1991) [Interest Only Offer]")

Type of scheme	Registered MIS
Number of investors	3
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment deed dated 6 February 1989, as amended by the Supplemental Deed dated 22 February 2000 and the Second Amendment Deed dated 12 July 2011. • Establishment and Maintenance Agreements • Lease Agreements • Plantation Development Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Establishment and Maintenance Agreements, Growers are obliged to pay 7.5% out of the net proceeds of each harvesting and sale of the Trees in consideration for the Manager undertaking establishment, ongoing maintenance works and insurance in respect of the Grower's leased land; • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • \$120/Ha annually in advance for the term of the lease, indexed annually to any CPI increase; or • \$1,500/Ha one-off upfront payment, <p>in consideration for the rights granted to the Grower as lessee under the lease;</p> • Under the Plantation Development Agreements, Growers are

	obliged to pay a one-off upfront payment of \$4,320/Ha in respect of the Manager carrying out plantation services on the Grower's leased land.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager may arrange for thinning or clear fell of the Grower's Trees, and negotiate a price for the Grower's Trees with the consent and approval of the Grower: Constitution clause 13.1.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the net proceeds of sale in payment of the Manager's fee of 7.5% of the net proceeds of sale and the balance to the Grower in respect of the relevant Hectare: Constitution clause 13.4.</p>
Rights of the Growers	References to "the Grower's Trees" and "Trees belonging to Growers": see eg, Constitution clause 13.1 (and other references throughout Constitution)
Pooling	No references in the project documents.
Poyry viability analysis	<p>Non-Viable*: Non-viable unless there is an increase in yield/price/log grade of at least 25%, and further investment is made in the short term by way of additional voluntary grower contributions.</p> <p>Would require a Grower contribution of \$5,256 per hectare held by that Grower to continue the scheme.</p>

1991 Prospectus ("Third Prospectus 1991")

Type of scheme	Registered MIS
Number of investors	59
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment deed dated 6 February 1989, as amended by the Supplemental Deed dated 22 February 2000 and the Second Amendment Deed dated 12 July 2011. • Establishment and Maintenance Agreements • Lease Agreements • Plantation Development Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Establishment and Maintenance Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • \$100/Ha/pa for the term of the agreement, indexed annually to any CPI increase; or • \$4,000/Ha one-off upfront payment, <p>in consideration for the Manager undertaking establishment, ongoing maintenance works and insurance in respect of the</p>

	<p>Grower's leased land;</p> <ul style="list-style-type: none"> • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • \$75/Ha/pa for the term of the lease, indexed annually to any CPI increase; or • \$3,300/Ha one-off upfront payment, <p>in consideration for the rights granted to the Grower as lessee under the lease;</p> • Under the Plantation Development Agreements, Growers are obliged to pay a one-off upfront payment of \$4,950/Ha in respect of the Manager carrying out plantation services on the Grower's leased land.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager may arrange for thinning or clear fell of the Grower's Trees, and negotiate a price for the Grower's Trees with the consent and approval of the Grower: Constitution clause 13.1.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the net proceeds of sale in payment of the Manager's fee of 7.5% of the net proceeds of sale and the balance to the Grower in respect of the relevant Hectare: Constitution clause 13.4.</p>
Rights of the Growers	References to "the Grower's Trees" and "Trees belonging to Growers": see eg, Constitution clause 13.1 (and other references throughout Constitution)
Pooling	No references in the project documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,598 per hectare held by that Grower to continue the scheme.</p>

WILLMOTT FORESTS PROJECT (ARSN 089 379 975)

1999 Prospectus (20/10/1999)

Type of scheme	Registered MIS
Number of investors	11
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote¹ • Forestry Management Agreements • Pre-Lease Agreements • Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off upfront payment of \$5,500/Ha in consideration for the Manager undertaking preparation and planting works; • \$110/Ha quarterly in arrears from the second to the eleventh year in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land; and • 5% deducted from gross timber proceeds received from thinning and clear fell of trees; • Under the Lease Agreements, Growers are obliged to pay rental quarterly in arrears of \$220/Ha/pa for the first ten years of the lease, and thereafter the rental indexed annually to any CPI increase, in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>No provisions in the scheme documents.</p> <p><u>Distribution of proceeds</u></p>

¹ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.
Rights of the Growers	References to "the Grower's Trees" throughout the Constitution. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No provisions in the scheme documents.
Poyry viability analysis	<p>Viable*: At the time of the Poyry report, this project had a positive net present value, however a decrease in yield/price/log grade of 25% or more would make it non-viable.</p> <p>Would require a Grower contribution of \$2,808 per hectare to continue.</p>

2000 Prospectus No. 1

Type of scheme	Registered MIS
Number of investors	36
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote² • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off upfront payment of \$5,000/Ha in consideration for the Manager undertaking preparation and planting works; • \$110/Ha quarterly in arrears from the second to the eleventh year in consideration for the Manager undertaking establishment, maintenance works and

² As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	<p>insurance in respect of the Grower's leased land; and</p> <ul style="list-style-type: none"> • 5% deducted from gross timber proceeds received from thinning and clear fell of trees; • Under the Lease Agreements, Growers are obliged to pay quarterly in arrears: <ul style="list-style-type: none"> • \$215/Ha for the first year; and • \$220/Ha/pa for the subsequent nine years; and thereafter the rental indexed annually to any CPI increase for the rest of the term of the lease, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower may engage the Manager to carry out marketing/sale of timber: Prospectus pg 14.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Constitution. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No provisions in the scheme documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,011 per hectare held by that Grower to continue the scheme.</p>

2000 Prospectus No. 2

Type of scheme	Registered MIS
Number of investors	28
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote³

³ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);

	<ul style="list-style-type: none"> • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay <ul style="list-style-type: none"> • a one-off payment of \$5,000/Ha in consideration for the Manager undertaking preparation and planting works; • \$110/Ha quarterly in arrears from the second to the eleventh year in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land; and • 5% fees plus GST 10% deducted from gross timber proceeds received from thinning and clear fell of trees; • Under the Lease Agreements, Growers are obliged to pay quarterly in arrears: <ul style="list-style-type: none"> • \$33.33 for 1 May 2000 - 30 June 2000; • \$220/Ha/pa for 1 July 2000 - 30 June 2010; and • thereafter the rental indexed annually to any CPI increase for the rest of the term of the lease, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower may engage the Manager to carry out marketing/sale of timber: Prospectus pg 13.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Constitution. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No provisions in the scheme documents.

- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,011 per hectare held by that Grower to continue the scheme.</p>
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2001 Prospectus

Type of scheme	Registered MIS
Number of investors	131
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote⁴ • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$4,125/Woodlot in consideration for the Manager undertaking preparation and planting works; and • the lesser of: <ul style="list-style-type: none"> • 7% deducted from gross timber proceeds received from thinning and clear fell of trees; and • \$3,251, <p>in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land</p> • Under the Lease Agreements, Growers are obliged to pay the

⁴ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	<p>lesser of:</p> <ul style="list-style-type: none"> • 2% of the gross timber proceeds received from thinning and clear fell of trees; or • \$929, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower may engage the Manager to carry out marketing/sale of timber: Prospectus pg 13.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Constitution. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No provisions in the scheme documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,065 per hectare held by that Grower to continue the scheme.</p>

2002 Prospectus

Type of scheme	Registered MIS
Number of investors	9
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote⁵ • Forestry Management Agreements

⁵ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	<ul style="list-style-type: none"> • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$3,850/Woodlot in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of trees, <p>in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay 2% of the gross timber proceeds received from thinning and clear fell of trees in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower may engage the Manager to carry out marketing/sale of timber: Prospectus pg 14.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to the "Grower's Trees" throughout the Constitution and Prospectus. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No provisions in the scheme documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,958 per hectare held by that Grower to continue the scheme.</p>

2003 Prospectus

Type of scheme	Registered MIS
Number of investors	28
Location of plantation(s)	Bombala

Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote⁶ • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$3,850/Woodlot in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of trees; <p>in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay 2% of the gross timber proceeds received from thinning and clear fell of trees in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower may engage the Manager to carry out marketing/sale of timber: Prospectus pg 16.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to the "Grower's Trees" throughout the Constitution and Prospectus.
Pooling	No provisions in the scheme documents.
Poyry viability analysis	Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary

⁶ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	grower contributions.” However would require a Grower contribution of \$1,903 per hectare held by that Grower to continue the scheme.
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2004 PDS

Type of scheme	Registered MIS
Number of investors	421
Location of plantation(s)	<ul style="list-style-type: none"> • Bombala • Murray Valley
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote⁷ • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$3,850/Woodlot in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of trees; or • 7% insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • 2% of the gross timber proceeds received from thinning and clear fell of trees; or

⁷ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	<ul style="list-style-type: none"> 2% of the insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>Grower is taken to have engaged Manager to carry out harvesting unless Manager notified otherwise: Constitution clause 14.1; Prospectus pg 5.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to the "Grower's Trees" throughout the Constitution, PDS and Forestry Management Agreement.
Pooling	No provisions in the scheme documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,976 per hectare held by that Grower to continue the scheme.</p>

2006 PDS

Type of scheme	Registered MIS
Number of investors	908
Location of plantation(s)	<ul style="list-style-type: none"> Bombala Murray Valley HVP Land
Key project documents	<ul style="list-style-type: none"> Constitution dated 2 September 1999 as amended by the deeds listed in the footnote⁸ Forestry Management Agreements

⁸ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	<ul style="list-style-type: none"> • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$3,850/Woodlot in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of trees; or • 7% insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • 2% of the gross timber proceeds received from thinning and clear fell of trees; or • 2% of the insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>Grower is taken to have engaged Manager to carry out harvesting unless Manager notified otherwise: Constitution clause 14.1; Prospectus pg 8.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to the "Grower's Trees" throughout the Constitution, PDS and Forestry Management Agreement.
Pooling	The Manager will organise the marketing and harvesting for the Growers Trees on a financial year by financial year basis so that the proceeds from the sale of timber harvested from Woodlots planted in a particular financial year are to be pooled. ... Pooling does not apply to Growers who opt-out of the harvesting arrangements. (p 6, PDS)
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,262 per hectare</p>

	held by that Grower to continue the scheme.
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2007 PDS

Type of scheme	Registered MIS
Number of investors	527
Location of plantation(s)	<ul style="list-style-type: none"> • Bombala • Murray Valley • North Coast • HVP Land • FNSW Land
Key project documents	<ul style="list-style-type: none"> • Constitution dated 2 September 1999 as amended by the deeds listed in the footnote⁹ • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$4,290/Woodlot in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of trees; or • 7% insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the Manager undertaking establishment, maintenance works and insurance in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay:

⁹ As amended by the following supplemental deeds:

- supplemental deed dated 20 March 2000 (WFL.500.001.0390);
- supplemental deed dated 17 August 2000 (WFL.500.001.0391);
- supplemental deed dated 1 July 2002 (WFL.500.001.0397);
- supplemental deed dated 13 August 2002 (WFL.500.001.0394);
- supplemental deed dated 12 September 2003 (WFL.500.001.0393);
- supplemental deed dated 29 January 2004 (WFL.500.001.0396);
- supplemental deed dated 14 February 2005 (WFL.500.001.0395);
- supplemental deed dated 11 July 2006 (WFL.500.001.0392); and
- ninth amendment deed dated 12 July 2011 (see exhibit CDC-4 to the affidavit of Craig David Crosbie dated 13 December 2011).

	<ul style="list-style-type: none"> • 2% of the gross timber proceeds received from thinning and clear fell of trees; or • 2% of the insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>Grower is taken to have engaged Manager to carry out harvesting unless Manager notified otherwise: Constitution clause 14.1; Prospectus pg 8.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager shall apply the gross proceeds of sale of Trees in payment of the Manager's Harvesting Fee of 1% of the gross proceeds of sale of Trees and the balance to the Growers based on their proportionate entitlement: Constitution clause 14.2.</p>
Rights of the Growers	References to the "Grower's Trees" throughout the Constitution, PDS and Forestry Management Agreement.
Pooling	Whilst you are allocated an identifiable Woodlot ..., unless you opt out of the marketing and harvesting arrangements the proceeds received in any financial year will be pooled together with Trees that were initially planted in the same financial year. Following harvesting, you will then be paid your proportional share of the relevant proceeds. (p 23, PDS)
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,556 per hectare held by that Grower to continue the scheme.</p>

BIOFOREST DUAL INCOME PROJECT 2006 (ARSN 119 153 623)

Type of scheme	Registered MIS
Number of investors	40
Location of plantation(s)	North Coast
Key project documents	<ul style="list-style-type: none"> • Constitution made in 2006 as amended by the Amendment Deed dated 12 July 2011 • Land Sourcing and Management Agreements • Lease Agreements <p>[We note that WFL took over as the RE of this scheme on 8 September 2008.]</p>
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Land Sourcing and Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$5,500/Woodlot in consideration for the Manager undertaking establishment works; and • 10% deducted from Net Proceeds of sale of the forest produce; <p>in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay \$175/Timberlot/pa (plus GST) for the term of the lease, with the rent reviewed annually on 1 July to be indexed to CPI in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>Grower is deemed to have engaged Manager to carry out harvesting: PDS pg 49.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager pools all proceeds and distributes to Growers in their respective proportions after deducting costs of processing, sale and felling: Constitution clause 30.1; Land Sourcing and Management Agreement clause 10(a).</p>
Rights of the Growers	During the term of the Land Sourcing and Management Agreement and Lease Agreement, "growers will own the trees in their Timberlot until they are thinned, harvested or sold": PDS pg 18.
Pooling	<ul style="list-style-type: none"> • Cl 3.3, Constitution: The Responsible Entity shall create separate funds for the Project, being: (i) the Application Fund; and (ii) a Proceeds Fund in respect of the Growers' Timberlots. • Cl 3.4, Constitution: An Applicant shall have an interest in the Application Fund equal to his Proportional Interest but shall not

	<p>have any interest in any particular part of the Application Fund or in any Investment, but only such interest in the Application Fund as a whole as is conferred on an Applicant under the provisions contained in this Constitution.</p> <ul style="list-style-type: none"> • Cl 3.5, Constitution: Each Grower shall have an interest in the Proceeds Fund equal to his Proportional Interest until his Agreement is terminated, subject to the terms of the Agreements. Each Grower shall be absolutely and beneficially entitled to his Proportional Interest in the Proceeds Fund but shall not have any interest in any particular part of that Proceeds Fund or in any Investment, but only such interest in that Proceeds Fund as is conferred on the Grower under the provisions contained in this Constitution. • Cl 30.1, Constitution: Subject to clauses 30.4, 30.5, 31 and 36.5 of this Constitution, the Responsible Entity shall pool all produce from within the Project and on or before each Distribution Date distribute, in relation to the last Accounting Period, each Grower's Proportional Interest in the Proceeds Fund among the Growers who were Growers on the last day of the previous Accounting Period. There will be no pooling of the Project's produce with produce from outside of the Project. • Cl 30.2, Constitution: The Responsible Entity may, at any time, distribute amongst Growers any capital profits which have arisen in relation to any sale of any Investment of the Proceeds Fund in the same manner as distributions may be effected pursuant to clause 30.1. • Cl 30.3, Constitution: Any amounts (whether income, profits or otherwise) to be distributed among Growers shall be distributed among the Growers according to their Proportional Interests.
Poyry viability analysis	<p>Viable*: At the time of the Poyry report, this project had a positive net present value, however a decrease in yield/price/log grade of 25% or more would make it non-viable.</p> <p>Would require a Grower contribution of \$2,359 per hectare to continue.</p>

**BIOFOREST SUSTAINABLE TIMBER AND BIOFUEL PROJECT 2007
(ARSN 124 135 535)**

Type of scheme	Registered MIS
Number of investors	68
Location of plantation(s)	North Coast
Key project documents	<ul style="list-style-type: none"> • Constitution dated 8 March 2007, as amended by the Supplemental Deed dated 29 August 2007 and the Second Amendment Deed dated 12 July 2011 • Land Sourcing and Management Agreements • Lease Agreements between Willmott Forests Limited
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Land Sourcing and Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$5,500/Woodlot in consideration for the Manager undertaking establishment works; and • 10% deducted from Net Proceeds of sale of the forest produce; <p>in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • 25% of the Gross Proceeds of any She-Oak Harvest (plus GST); and • 7% of the Gross Proceeds of any Silky Oak Harvest (plus GST); or • in the event of the destruction of any Timberlots, \$250/Timberlot/pa (plus GST) with the rent reviewed annually on 1 July to be indexed to CPI, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>Grower is deemed to have engaged Manager to carry out harvesting: PDS pg 69.</p> <p><u>Distribution of proceeds</u></p> <p>The Manager pools all proceeds and distributes to Growers in their respective proportions after deducting costs of processing, sale and felling: Constitution clause 30.1; Land Sourcing and Management Agreement clause 10(a).</p>

Rights of the Growers	During the term of the Land Sourcing and Management Agreement and Lease Agreement, "growers will own the trees in their Timberlot until they are thinned, harvested or sold": PDS pg 25.
Pooling	<ul style="list-style-type: none"> • CI 3.3, Constitution: The Responsible Entity shall create separate funds for the Project, being: (i) the Application Fund; and (ii) a Proceeds Fund in respect of the Growers' Timberlots. • CI 3.4, Constitution: An Applicant shall have an interest in the Application Fund equal to his Proportional Interest but shall not have any interest in any particular part of the Application Fund or in any Investment, but only such interest in the Application Fund as a whole as is conferred on an Applicant under the provisions contained in this Constitution. • CI 3.5, Constitution: Each Grower shall have an interest in the Proceeds Fund equal to his Proportional Interest until his Agreement is terminated, subject to the terms of the Agreements. Each Grower shall be absolutely and beneficially entitled to his Proportional Interest in the Proceeds Fund but shall not have any interest in any particular part of that Proceeds Fund or in any Investment, but only such interest in that Proceeds Fund as is conferred on the Grower under the provisions contained in this Constitution. • CI 30.1, Constitution: Subject to clauses 30.4, 30.5, 31 and 36.5 of this Constitution, the Responsible Entity shall pool all produce from within the Project and on or before each Distribution Date distribute, in relation to the last Accounting Period, each Grower's Proportional Interest in the Proceeds Fund among the Growers who were Growers on the last day of the previous Accounting Period. There will be no pooling of the Project's produce with produce from outside of the Project. • CI 30.2, Constitution: The Responsible Entity may, at any time, distribute amongst Growers any capital profits which have arisen in relation to any sale of any Investment of the Proceeds Fund in the same manner as distributions may be effected pursuant to clause 30.1. • CI 30.3, Constitution: Any amounts (whether income, profits or otherwise) to be distributed among Growers shall be distributed among the Growers according to their Proportional Interests.
Poyry viability analysis	<p>Non-Viable*: Non-viable unless there is an increase in yield/price/log grade of at least 25%, and further investment is made in the short term by way of additional voluntary grower contributions.</p> <p>Would require a Grower contribution of \$2,328 per hectare held by that Grower to continue the scheme.</p>

**WILLMOTT FORESTS PREMIUM FORESTRY BLEND PROJECT (ARSN
131 549 589)**

Type of scheme	Registered MIS
Number of investors	928
Location of plantation(s)	<ul style="list-style-type: none"> • HVP • FNSW • North Coast
Key project documents	<ul style="list-style-type: none"> • Constitution dated 11 June 2008 as amended, including the amendments pursuant to the Amendment Deed dated 12 July 2011 • Land Sourcing and Management Agreements • Land Tenure Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Land Sourcing and Management Agreements, Growers are obliged to pay 4% deducted from the aggregate of the proceeds of harvesting the Trees in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land; • Under the Land Tenure Agreements, Growers are obliged to pay, in respect of a Pool, 5% deducted from the aggregate of the proceeds of harvesting the Trees in consideration for the rights granted to the Grower as lessee under the lease; and • According to the PDS, Growers are obliged to pay, in respect of a Pool, 1% deducted from the aggregate of the proceeds of harvesting the Trees in consideration for the Manager arranging harvesting and selling the Trees.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u> Manager will carry out all harvesting of Grower's Woodlots: Constitution clause 14.1.</p> <p><u>Distribution of proceeds</u> The Manager will deduct rental, maintenance and marketing fees before distributing proceeds to Growers in their respective proportions: Constitution clause 14.4.</p>
Rights of the Growers	According to the Product Disclosure statement, "under the Forestry Right, WFIM will hold the Trees on the relevant land for Growers": PDS pg 5.
Pooling	<ul style="list-style-type: none"> • Cl 4.17, Constitution: A Pool is established in respect of each Financial Year in which a Woodlot is issued. Each Woodlot issued during a Financial Year forms part of the Pool in respect of that Financial Year. • p 4 (section 2.4), PDS: The net proceeds from the sale of all She-oak, Radiata pine and Silky Oak timber from the Plantations, in respect of a Pool, will be pooled and distributed by the

	<p>Responsible Entity to Growers whose Woodlots are referable to that Pool. Pooling of the net proceeds reduces the risk that the performance of a Grower's specific trees is below the performance of other trees planted in respect of the relevant Pool.</p> <ul style="list-style-type: none"> • pp 29 - 30 (section 9.6), PDS: ... the proceeds received from the sale of timber from Trees on Woodlots in respect of a Pool will be pooled together with the proceeds from the sale of timber from Trees on all Woodlots in respect of that Pool. Following sale of timber from Trees on Woodlots in respect of a Pool you will then be paid a share of the proceeds based on the proportion that the number of Woodlots held by you in respect of the Pool bears to the total number of Woodlots referable to the Pool.
Poyry viability analysis	<p>Non-viable: This project is "clearly unviable in the long term" and "on the face of it, there is no commercial merit in maintaining". The project has a negative net present value, and would require an increase of more than 25% to net proceeds in order to generate a positive net present value to growers.</p> <p>Would require a Grower contribution of \$2,897 per hectare held by that Grower to continue the scheme.</p>

**WILLMOTT FORESTS PREMIUM FORESTRY BLEND PROJECT - 2010
PROJECT (ARSN 142 722 585)**

Type of scheme	Registered MIS
Number of investors	408
Location of plantation(s)	Not planted
Key project documents	<ul style="list-style-type: none"> • Constitution dated 11 March 2010, as amended by the Supplemental Deeds dated 15 April 2010 and 3 June 2010, and the Third Amendment Deed dated 12 July 2011 • Land Sourcing and Forestry Services Agreement • Sub-Land Sourcing and Forestry Services Agreement
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • According to the PDS, Growers must pay: <ul style="list-style-type: none"> • \$5,500/Forestry Interest in consideration for the Responsible Entity procuring land and establishing plantations; • 11% of Gross Timber Proceeds (\$5,500 for every \$50,000 of Gross Timber Proceeds) in consideration for forestry management services; and • \$2.2% of Gross Timber Proceeds (\$1,100 for every \$50,000 of Gross Timber Proceeds) for rent.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Responsible Entity will carry out the harvesting and sale of Trees: Constitution clause 12.1(f), clause 13.</p> <p><u>Distribution of proceeds</u></p> <p>The Growers are entitled to their respective proportions of the Gross Timber Proceeds less any fees and expenses payable to the Responsible Entity: Constitution clause 9.1.</p>
Rights of the Growers	The Product Disclosure Statement provides that Growers are issued with "Forestry Interests", with each Forestry Interest representing a share in the beneficial interest in the "Project Property". The Project Property includes "the trees established for the purposes of the Project and the income derived from the harvesting and sale of the Trees": PDS pg 8.
Pooling	No references to pooling in the project documents.
Poyry viability analysis	Non-viable: This project is "clearly unviable in the long term" and "on the face of it, there is no commercial merit in maintaining". The project has a negative net present value, and would require an increase of more than 25% to net proceeds in order to generate a positive net present value to growers.

**WILLMOTT FORESTS PREMIUM TIMBERLAND FUND NO. 1 (ARSN 136
768 520)**

Type of scheme	Registered MIS
Number of investors	
Location of plantation(s)	Not planted/No land allocated
Key project documents	Constitution dated 23 April 2009, as amended by the Amendment Deed dated 12 July 2011
Disclaimer vs surrender	Surrender
Grower payments	<p>According to the PDS (section 7.0 "Fees") Growers must pay:</p> <ul style="list-style-type: none"> • 20% of Gross Timber Proceeds in consideration for the Responsible Entity's management fee; and • 50% of net proceeds from dealing in Carbon Credits in consideration for the Responsible Entity's dealing in carbon credits.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u> The Responsible Entity will carry out the harvesting and sale of Trees: Constitution clause 15.</p> <p><u>Distribution of proceeds</u> Proceeds are distributed to Growers in their respective proportions: Constitution clause 8.5.</p>
Rights of the Growers	The PDS describes Growers as "subscrib[ing] for Units in the Fund which are used to acquire an interest in African mahogany trees and prime Rural Land. ... The Fund will invest in African mahogany trees under an agreement with Willmott Forests Limited": PDS pg 44.
Pooling	No references to pooling in the project documents.
Poyry viability analysis	<p>Non-viable: This project is "clearly unviable in the long term" and "on the face of it, there is no commercial merit in maintaining". The project has a negative net present value, and would require an increase of more than 25% to net proceeds in order to generate a positive net present value to growers.</p> <p>Would require a Grower contribution of \$38,215 per hectare held by that Grower to continue the scheme.</p>

**WILLMOTT FORESTS - PROFESSIONAL INVESTOR - 2001 PROJECT -
2001 INFORMATION MEMORANDUM**

Type of scheme	Unregistered MIS - Professional Investor Scheme
Number of investors	5
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment Deed dated 12 June 2001 as amended by the Amendment Deed dated 12 July 2011 • Forestry Management Agreements • Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$8,250/Hectare in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of the trees, <p>in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay 2% deducted from the Gross Timber Proceeds received from thinning and clear fell of the trees in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower will carry out harvesting and sale unless otherwise agreed with the Manager: Investment Deed clause 13.</p> <p><u>Distribution of Proceeds</u></p> <p>If Manager is engaged to carry out harvesting/sale, the Manager will forward Timber Proceeds to Growers: Information Memorandum pg 11.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Information Memorandum, Forestry Management Agreement and Investment Deed. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No references to pooling in the project documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,016 per hectare</p>

	held by that Grower to continue the scheme.
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**WILLMOTT FORESTS - PROFESSIONAL INVESTOR - 2002 PROJECT -
2002 INFORMATION MEMORANDUM**

Type of scheme	Unregistered MIS - Professional Investor Scheme
Number of investors	4
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment Deed dated 5 April 2002 as amended by the Amendment Deed dated 12 July 2011 • Forestry Management Agreements • Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$7,700/Hectare in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of the trees, in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land; • Under the Lease Agreements, Growers are obliged to pay 2% deducted from the Gross Timber Proceeds received from thinning and clear fell of the trees in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower will carry out harvesting and sale unless otherwise agreed with the Manager: Investment Deed clause 14.</p> <p><u>Distribution of Proceeds</u></p> <p>If Manager is engaged to carry out harvesting/sale, the Manager will forward Timber Proceeds to Growers: Information Memorandum pg 19.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Information Memorandum and Investment Deed. In the Lease Agreement, the property in the trees is vested in the Lessor where the Lessor re-enters the land: Covenant 12(b).
Pooling	No references to pooling in the project documents.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,038 per hectare held by that Grower to continue the scheme.</p>

**WILLMOTT FORESTS - PROFESSIONAL INVESTOR - 2003 PROJECT -
2003 INFORMATION MEMORANDUM (2003) AND 2003 INFORMATION
MEMORANDUM (2004)**

Type of scheme	Unregistered MIS - Professional Investor Scheme
Number of investors	29
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Investment Deed dated 28 August 2002 as amended by the Amendment Deed dated 12 July 2011 • Forestry Management Agreements • Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$7,700/Hectare in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of the trees, <p>in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay 2% deducted from the Gross Timber Proceeds received from thinning and clear fell of the trees in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Grower will carry out harvesting and sale unless otherwise agreed with the Manager: Investment Deed clause 14.</p> <p><u>Distribution of Proceeds</u></p> <p>If Manager is engaged to carry out harvesting/sale, the Manager will forward Timber Proceeds to Growers: Information Memorandum pg 15.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Information Memorandum and Investment Deed.
Pooling	No references to pooling in the project documents
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,890 per hectare held by that Grower to continue the scheme.</p>

**WILLMOTT FORESTS - PROFESSIONAL INVESTOR - 2004 PROJECT -
2004 INFORMATION MEMORANDUM AND 2004 INFORMATION
MEMORANDUM (2005)**

Type of scheme	Unregistered MIS - Professional Investor Scheme
Number of investors	74
Location of plantation(s)	<ul style="list-style-type: none"> • Bombala • Murray Valley • HVP Land
Key project documents	<ul style="list-style-type: none"> • Investment Deed • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$7,700/Hectare in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of the trees; or • 7% insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay 2% deducted from the Gross Timber Proceeds received from thinning and clear fell of the trees in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager will carry out all harvesting and sale of the Grower's Trees unless notified otherwise: Investment Deed clause 14.1.</p> <p><u>Distribution of Proceeds</u></p> <p>The Manager will deduct the Harvesting Fee from the Gross Timber Proceeds and pay the balance to Growers in their respective proportions: Investment Deed clause 14.2.</p>
Rights of the Growers	References to "the Grower's Trees" throughout the Information Memorandum, Forestry Management Agreement and Investment Deed.

Pooling	<ul style="list-style-type: none"> • Proceeds of harvest will be pooled (p 6, IM) • The default position is that the Manager will harvest trees. However, the Grower is able to opt-out and make own arrangement to carry out harvesting and sale (p 5, IM) • The distribution of harvest proceeds is proportionate to the percentage of the number of hectares held by that Grower compared to the total number of hectares planted in respect of the project in that financial year
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,324 per hectare held by that Grower to continue the scheme.</p>

2005 BIOFOREST WHOLESALE PROJECT NO. 2 - 2005 WHOLESALE FORESTRY MEMORANDUM (BIOFOREST)

Type of scheme	Unregistered MIS - Professional Investor Scheme
Number of investors	10
Location of plantation(s)	North Coast
Key project documents	<ul style="list-style-type: none"> • Constitution made in 2004 • Land Sourcing and Management Agreements between Bioforest Limited • Lease Agreements/Licence Agreements between Bioforest Limited
Disclaimer vs surrender	Surrender
Grower payments	<p>According to the Information Memorandum pg 17, for each Timberlot subscribed, Growers must pay:</p> <ul style="list-style-type: none"> • a plantation establishment fee of \$2,850 (plus \$285 GST) payable upon application; and • fees over the life of the Project comprising expenses for management services totalling between \$5,900 (plus \$590 GST) and \$6,300 (plus \$630 GST) depending on the entry date into the Project.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager will carry out all harvesting and sale of the Grower's Trees: Constitution Recital C.</p> <p><u>Distribution of Proceeds</u></p> <p>The Manager will deduct any amounts due to them under the agreements from the proceeds of the Project and pay the balance to Growers in their respective proportions: Constitution clause 30.1.</p>
Rights of the Growers	The Information Memorandum states that during the term of the lease "Growers will own the trees" (page 18).
Pooling	<ul style="list-style-type: none"> • Pooling of all produce within the project (cl 30, Constitution): <ul style="list-style-type: none"> ○ Cl 30.1: Subject to clauses 30.4, 30.5, 31 and 36.5 of this Constitution, the Manager shall pool all produce from within the Project and on or before each Distribution Date distribute, in relation to the last Accounting Period, each Grower's Proportional Interest in the Proceeds Fund among the Growers who were Growers on the last day of the previous Accounting Period. There will be no pooling of the Project's produce with produce from outside of the Project. • On termination, distribution of proceeds to Grower will be done proportionately to the Growers' interests

Poyry viability analysis	<p>Viable*: At the time of the Poyry report, this project had a positive net present value, however a decrease in yield/price/log grade of 25% or more would make it non-viable.</p> <p>Would require a Grower contribution of \$2,128 per hectare to continue.</p>
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**WILLMOTT FORESTS - PROFESSIONAL INVESTOR - 2006 PROJECT -
2006 INFORMATION MEMORANDUM**

Type of scheme	Unregistered MIS - Professional Investor Scheme
Number of investors	14
Location of plantation(s)	<ul style="list-style-type: none"> • Murray Valley • HVP Land
Key project documents	<ul style="list-style-type: none"> • Investment Deed dated 8 February 2006 • Forestry Management Agreements • Lease Agreements • Pre-Lease Agreements
Disclaimer vs surrender	Surrender
Grower payments	<ul style="list-style-type: none"> • Under the Forestry Management Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • a one-off payment of \$7,700/Hectare in consideration for the Manager undertaking preparation and planting works; and • 7% deducted from gross timber proceeds received from thinning and clear fell of the trees; or • 7% insurance proceeds received in respect of damage/destruction of Grower's trees, <p>in consideration for the Manager undertaking management and maintenance services in respect of the Grower's leased land;</p> • Under the Lease Agreements, Growers are obliged to pay: <ul style="list-style-type: none"> • 2% deducted from the Gross Timber Proceeds received from thinning and clear fell of the trees; or • 2% insurance proceeds received in respect of damage/destruction of Grower's trees. <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u></p> <p>The Manager will carry out all harvesting and sale of the Grower's Trees unless notified otherwise: Investment Deed clause 14.1.</p> <p><u>Distribution of Proceeds</u></p> <p>The Manager will deduct the Harvesting Fee from the Gross Timber Proceeds and pay the balance to Growers in their respective proportions: Investment Deed clause 14.2.</p>

Rights of the Growers	References to “the Grower’s Trees” throughout the Information Memorandum, Forestry Management Agreement and Investment Deed.
Pooling	<ul style="list-style-type: none"> • Proceeds from hectares in each financial year will be pooled (pp 6 and 24, IM) • The default position is that the Manager will harvest trees. However, the Grower is able to opt-out and make own arrangement to carry out harvesting and sale (p 10, IM) • The distribution of harvest proceeds is proportionate to the percentage of the number of hectares held by that Grower compared to the total number of hectares planted in respect of the project in that financial year
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, “makes commercial sense to be maintained by way of additional voluntary grower contributions.”</p> <p>However would require a Grower contribution of \$2,628 per hectare held by that Grower to continue the scheme.</p>

1983 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	73
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Lease Agreements • Contracts for Works and Services
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Contracts for Works and Services, Growers must pay \$1,750/acre in consideration for plantation and maintenance works; • Under the Lease Agreements, Growers must pay annually in advance, \$90/acre for the first four years and \$12/acre/pa thereafter for the rest of the term of the lease in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,028 per hectare held by that Grower to continue the scheme.</p>

1984 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	24
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • General Contracts for Works and Services • Lease Agreements
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Contracts for Works and Services, Growers must pay \$2,025/acre in consideration for plantation and maintenance works; • Under the Lease Agreements, Growers must pay annually in advance, \$100/acre for the first four years and \$25/acre/pa indexed to CPI thereafter for the rest of the term of the lease in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,915 per hectare held by that Grower to continue the scheme.</p>

1985 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	22
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Contract for Works and Services • Lease Agreements
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Contracts for Works and Services, Growers must pay \$2,250/acre in consideration for plantation and maintenance works; • Under the Lease Agreements, Growers must pay annually in advance, \$100/acre for the first four years and \$25/acre/pa indexed to CPI thereafter for the rest of the term of the lease in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,175 per hectare held by that Grower to continue the scheme.</p>

1986 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	43
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Contract for Works and Services • Lease Agreements
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Contracts for Works and Services, Growers must pay \$2,500/acre in consideration for plantation and maintenance works; • Under the Lease Agreements, Growers must pay annually in advance, \$100/acre for the first four years and \$25/acre/pa indexed to CPI thereafter for the rest of the term of the lease in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,082 per hectare held by that Grower to continue the scheme.</p>

1987 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	31
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Contract for Works and Services • Lease Agreements
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Contracts for Works and Services, Growers must pay \$7,280/Ha in consideration for plantation and maintenance works; • Under the Lease Agreements, Growers must pay annually in advance, \$250/Hectare for the first four years and \$62.50/Hectare/pa indexed to CPI thereafter for the rest of the term of the lease in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,297 per hectare held by that Grower to continue the scheme.</p>

1989 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	4
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Contract for Works and Services • Lease Agreements
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Contracts for Works and Services, Growers must pay \$4,320/Ha in consideration for plantation and maintenance works; • Under the Lease Agreements, Growers must pay annually in advance, \$250/Hectare for the first four years and \$62.50/Hectare/pa indexed to CPI thereafter for the rest of the term of the lease in consideration for the rights granted to the Grower as lessee under the lease.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,430 per hectare held by that Grower to continue the scheme.</p>

1990 (NO PROJECT) INTEREST ONLY OFFER

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	1
Location of plantation(s)	Bombala
Key project documents	No documents have been provided to the liquidators in respect of this project
Disclaimer vs surrender	Disclaim
Grower payments	N/A due to incomplete documentation
Harvesting and distribution of harvest proceeds	N/A due to incomplete documentation
Rights of the Growers	N/A due to incomplete documentation
Pooling	N/A due to incomplete documentation
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,038 per hectare held by that Grower to continue the scheme.</p>

1991 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	3
Location of plantation(s)	Bombala
Key project documents	Lease Agreements
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Lease Agreements, Growers must pay: <ul style="list-style-type: none"> • \$3,000/Hectare once-off upfront; or • \$75/Hectare/pa for the term of the lease annually indexed to CPI, <p>in consideration for the rights granted to the Grower as lessee under the lease.</p>
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	According to the Lease Agreements, Willdana Forests Contracting Services Pty Ltd was the "owner" of pinus Radiata trees situated on the land and sold the trees to Growers for cash consideration.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Non-Viable*: Non-viable unless there is an increase in yield/price/log grade of at least 25%, and further investment is made in the short term by way of additional voluntary grower contributions.</p> <p>Would require a Grower contribution of \$7,868 per hectare held by that Grower to continue the scheme.</p>

SHARP/REED PLANTATION PROJECT - 1998 INFORMATION MEMORANDUM

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	2
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Lease Agreements • Maintenance Agreement • Preparation and Planting Agreement
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Lease Agreements, Growers must pay \$4,000/Hectare once-off in advance in consideration for the rights granted to the Grower as lessee under the lease; • Under the Maintenance Agreements, Growers must pay \$3,500/Ha in consideration for establishment and maintenance works; • Under the Preparation and Planting Agreements, Growers must pay \$6,000/Ha in consideration for site preparation and development works.
Harvesting and distribution of harvest proceeds	<p><u>Harvesting</u> The Grower agrees to engage the Manager to harvest and sell the timber: Information Memorandum pg 9.</p> <p><u>Distribution of proceeds</u> Timber proceeds will be collected and then distributed by the Manager to Growers: Information Memorandum pg 6.</p>
Rights of the Growers	No references in the project documents to rights of Growers to the trees.
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,422 per hectare held by that Grower to continue the scheme.</p>

2001 (NO PROJECT)

Type of scheme	Unregistered MIS - Contractual "scheme"
Number of investors	2
Location of plantation(s)	Bombala
Key project documents	No documents have been provided to the liquidators in respect of this project
Disclaimer vs surrender	Disclaim
Grower payments	N/A due to incomplete documentation
Harvesting and distribution of harvest proceeds	N/A due to incomplete documentation
Rights of the Growers	N/A due to incomplete documentation
Pooling	N/A due to incomplete documentation
Poyry viability analysis	Non-viable: This project is "clearly unviable in the long term" and "on the face of it, there is no commercial merit in maintaining". The project has a negative net present value, and would require an increase of more than 25% to net proceeds in order to generate a positive net present value to growers.

MCKENZIE & PARTNERS - FORESTRY PARTNERSHIP NO.1 (1993)

Type of scheme	Unregistered MIS - Partnership Scheme
Number of investors	16
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Partnership agreement dated 30 June 1993 • Deed of covenant dated 30 June 1993 • Deed of trust dated 20 June 1993 • Lease agreement dated 30 June 1993 • Plantation development agreement dated 30 June 1993 • Establishment and maintenance agreement dated 30 June 1993
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Lease Agreements, Growers must pay \$4,000/Hectare once-off in advance in consideration for the rights granted to the Grower as lessee under the lease; • Under the Establishment and Maintenance Agreements, Growers must pay \$3,000/Ha in consideration for establishment and maintenance works; • Under the Preparation Development Agreements, Growers must pay \$4,950/Ha in consideration for site preparation and development works.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	The Loan Agreement refers to a Grower assigning their "equity" in their "plantation (being trees...)"
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$2,292 per hectare held by that Grower to continue the scheme.</p>

**GRIMSEY & ASSOCIATES PTY LTD - FORESTRY PARTNERSHIP NO. 1
(1994)**

Type of scheme	Unregistered MIS - Partnership Scheme
Number of investors	19
Location of plantation(s)	Bombala
Key project documents	<ul style="list-style-type: none"> • Partnership agreement dated 30 June 1994 • Deed of covenant dated 30 June 1994 • Deed of trust dated 30 June 1994 • Lease agreement dated 30 June 1994 • Plantation development agreement dated 30 June 1994 • Establishment and maintenance agreement dated 30 June 1994
Disclaimer vs surrender	Disclaim
Grower payments	<ul style="list-style-type: none"> • Under the Lease Agreements, Growers must pay \$4,000/Hectare once-off in advance in consideration for the rights granted to the Grower as lessee under the lease; • Under the Establishment and Maintenance Agreements, Growers must pay \$3,000/Ha in consideration for establishment and maintenance works; • Under the Preparation Development Agreements, Growers must pay \$4,950/Ha in consideration for site preparation and development works.
Harvesting and distribution of harvest proceeds	No references in the project documents to harvesting and distribution of harvest proceeds.
Rights of the Growers	The Loan Agreement refers to a Grower assigning their "equity" in their "plantation (being trees...)"
Pooling	No references in the project documents to pooling.
Poyry viability analysis	<p>Viable: Has a positive net present value and, on the face of it, "makes commercial sense to be maintained by way of additional voluntary grower contributions."</p> <p>However would require a Grower contribution of \$1,869 per hectare held by that Grower to continue the scheme.</p>

