



W.A. Blue Gum Project 2025

Combined Product Disclosure Statement
and Financial Services Guide

This Combined Product Disclosure Statement and Financial Services Guide ("PDS") relates to the offer of Interests in the registered managed investment scheme known as the W.A. Blue Gum Project 2025 ARSN 685 870 688 ("Project"). Applications for Interests can only be made on the Application Form attached to or accompanying this PDS.

This PDS is dated 5 May 2025 and was prepared and issued by W.A. Blue Gum Limited (AFSL 246264) ("WABG" or "Responsible Entity") in its capacity as responsible entity of the Project.

This PDS does not constitute an offer or invitation in any jurisdiction or to any person where, or to whom, it would be unlawful to make an offer or invitation. The offer under this PDS is only available to Australian tax residents. It is the responsibility of any prospective Grower outside Australia to obtain any necessary approvals for being issued with Units pursuant to this PDS.

This PDS contains general advice only and is not personal financial product advice. It has been prepared without taking into account your objectives, financial position or particular needs. Before making a decision to become an Applicant on the basis of the PDS you should read it carefully and in its entirety (and any website updates). In particular you should consider the risk factors set out in Part A of this PDS that could affect the performance of the Project. You should carefully consider these factors in light of your personal circumstances (including your financial and taxation circumstances). You may wish to consult your stockbroker, accountant, independent financial advisor, lawyer or other trusted adviser.

No person guarantees the success of the Project or any particular financial outcome from participation in the Project or the taxation consequences of participating in the Project. All or part of a Grower's Interest could be lost.

Some words in this PDS have defined meanings. The definitions appear in the glossary in Section 12 except those that appear in Section 9 (Principal Agreements) which are defined in the particular agreement.

All financial amounts are in Australian Dollars and inclusive of GST unless otherwise specified.

Photographs used in this PDS are for illustrative purposes only. They do not represent the proposed Project.

The Project is a registered managed investment scheme and the Offer contained in this PDS is not made pursuant to a disclosure document that is required to be lodged with ASIC. ASIC takes no responsibility for the content of this PDS. The Responsible Entity will notify ASIC that this PDS is in use in accordance with section 1015D of the Corporations Act.

The ATO takes no responsibility for the content of this PDS. Any product ruling for the Project is not an endorsement, sanction, or guarantee of commercial success of the Project by the Commissioner, and the Commissioner recommends Growers consult an independent financial (or other) adviser regarding an opinion on the commercial viability of the Project.

No person is authorised to provide any information or make any representation in connection with the Offer or the Project that is not contained in this PDS. Such information is not authorised by the Responsible Entity and cannot be relied upon.

Copies of this PDS can be accessed electronically at www.wabbluegum.com.au and the Responsible Entity will provide a paper copy on request free of charge. The information in this PDS is based on facts and opinions that are subject to change. If there is a material change that may adversely affect your decision to invest, the Responsible Entity will issue a supplementary or replacement PDS. The Responsible Entity may also provide updated information on its website at www.wabbluegum.com.au or upon request on our toll free number 1300 888 511. Upon request, a paper copy of that updated information will be provided free of charge.



Chairman's Letter

Dear prospective Grower,

You are invited to participate in the W.A. Blue Gum Project 2025.

This exciting Project will be developed on land in the south-west of Western Australia, which the Project's Independent Forestry Expert, Mr John Clarke, considers shares the characteristics which are suitable for the Establishment of Blue Gum plantations.

In addition to the prospective investment returns, the Project should achieve a carbon positive outcome and may contribute to the reduction of greenhouse gases.

The Directors have been successful in procuring an agreement with the experienced and reputable company W.A. Chip & Pulp Co. Pty Ltd to Harvest and purchase the wood produced by the Project. W.A. Chip & Pulp Co. Pty Ltd is owned by a large Japanese company, Marubeni Corporation. The Marubeni Corporation Group owns and manages tree plantations in Western Australia on a large scale and, in the opinion of this Company, is an industry leader in log Harvesting and wood chipping. The Marubeni Corporation Group is one of the large Japanese Trading Houses.

WACAP Treefarms Pty Ltd has been engaged as the Forestry Contractor, being highly experienced in plantation establishment and management.

Every business, including agriculture, involves a degree of risk. The major risks identified by the Directors have been set out in this PDS and include the risk of decrease in demand and price for timber, natural disasters, climate change, and taxation and regulatory changes. While the Directors have taken steps to reduce or moderate the adverse impact of such risks in the structuring of the Project by the terms of the contracts to be entered into and by utilising and consulting leaders in the forestry sector, this Project should be considered long term and speculative.

The Directors have paid careful regard to ASIC's Regulatory Guides and to the stated objectives of the current product disclosure regime.

This PDS is divided into three parts. Having regard to the complexity of the choice to invest and volume of relevant information, Part A attempts to provide clear, concise and effective disclosure of the main features, rights and obligations of the Project and in becoming a Grower. Part B represents more detailed information. Part C of this PDS is a Financial Services Guide which the Responsible Entity is required to provide to prospective Growers. All parts should be read in their entirety and as a whole.

The Directors look forward to you joining the Project and ask that you please give the Project your most careful consideration.

Yours sincerely,

A. H. May
Chairman
W.A. Blue Gum Limited

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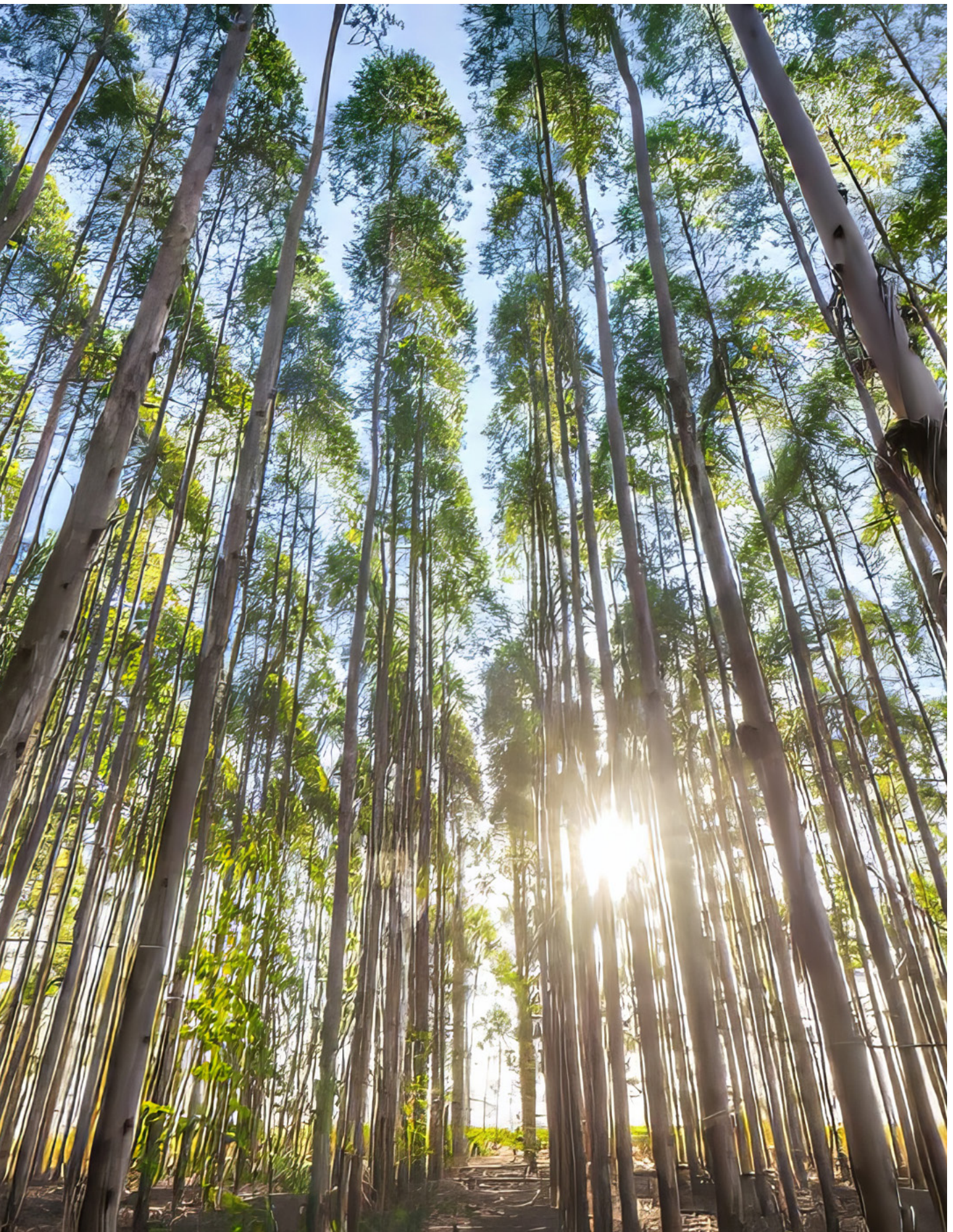
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Part A: Executive Summary

1. Summary of the offer and the Project

Overview

W.A. Blue Gum Limited (“WABG”) invites prospective Growers to sublease 5 or more identifiable allotments of land (1 hectare each), for a term of approximately 10 years as part of a commercial Tasmanian Blue Gum (*Eucalyptus globulus*) plantation. It is expected that there will be no substantive difference to the amount of wood produced on a hectare regardless of whether the land is planted or Coppiced.

Each hectare that is planted is likely to contain between 850 and 1,000 trees (with an average of about 925). Each hectare that is Coppiced is likely to contain approximately 600 stump stools, from which an average of more than 2 stems will develop, thereby yielding an average number of stems similar to planted land.

The W.A. Blue Gum 2025 Project offers the opportunity to become a grower of Tasmanian Blue Gum trees and to carry on the business of commercially growing timber plantations.

Upon payment of an initial Establishment Fee and ongoing lease, tending and other fees, Growers in the Project will receive a sub-lease of an allotment of Project Land on which the trees will be grown over a period of approximately 10 years. The minimum investment is 5 hectares of land.

The timber Harvested from the Project Land will be sold, most probably, for use in the paper industry and Growers will be entitled to a share of the pooled proceeds (if any) according to the number of hectares of land sub-leased.

In addition to the sale proceeds at the conclusion of the Project, and in the opinion of the Project Manager, Growers should be entitled to tax deductions for both the initial Establishment Fee and the ongoing fees.

Pulpwood Industry

The continued reliance on paper and paper products by developed countries and the increased consumption of these products by developing countries is leading to an increase in demand for the raw materials required for paper production. Hardwood fibre, extracted from Blue Gum, is the preferred raw material for the production of high-quality paper. In fact, most paper mills require that some, if not all, of their timber input be hardwood fibre.

Key Features of the Project

The Project will consist of about 800 hectares, more or less, subject to land of the required quality being available.

Establishment Fee per hectare:

- \$7,000 (including GST)
- Minimum of 5 - \$35,000 (including GST)

Ongoing fees per hectare:

- **Lease:** \$650 (including GST) per annum
- Minimum of 5: \$3,250 (including GST) (Indexed) per annum
- **Tending:** \$220 (including GST)
- Minimum of 5: \$1,100 (including GST) (Indexed) per annum

Other fees:

Harvest and transport costs: to be deducted from Harvest proceeds

Harvest supervision fees: approximately 3.3% (including GST) of net Harvest proceeds

Incentive bonus: 15% of excess return above \$19,750 (including GST) (Indexed) per hectare

Insurance: historically, this was approximately 0.7% of insured value (including GST). The cost of forestry insurance rose very significantly because of the insurance industry's reaction to the bushfires of the 2019/2020 summer. However, there have been signs that the market has been easing in recent years.

Merchants fee: Credit (or similar) card merchants fee for Growers who make payments under the Project using a credit or similar card

Finance available

Project term: approximately 10 years

Offer closes: 30 June 2025

The Project:

The W.A. Blue Gum Project 2025 involves the Establishment and tending of Tasmanian Blue Gum (*Eucalyptus globulus*) plantations for the Harvesting and sale of timber through a managed investment scheme registered under the Corporations Act. WABG, as both the Responsible Entity and the Project Manager, has been involved in forestry operations for many years and currently manages thousands of hectares of Blue Gum plantations in Western Australia on behalf of subscribers to previous offers.

The Establishment may be undertaken by two distinct methods. Between two-thirds to one hundred percent of the Project will consist of trees that have been Coppiced, with the balance

(if any) being trees that are newly planted.

Coppicing is a process by which new shoots from the stumps of trees that have recently been Harvested are managed by professional foresters to produce a new tree crop. The chief advantage of Coppicing (compared to planting) is that over the life of the Project the process is cheaper, with the likelihood that the yield of timber per hectare at the time of Harvest will be about the same as from newly planted trees. Harvesting techniques have advanced to the stage where it is possible to harvest, at a competitive cost, a multi-stemmed tree that has grown from Coppice. As set out in the Glossary of Terms, "Establishment" covers both Coppicing and planting.

Pursuant to the Project Agreements the Project Manager will arrange the Establishment, tending, felling and Harvesting of Blue Gum plantations to be known as the "W.A. Blue Gum Project 2025".

The Project is to be established on land in the south-west of Western Australia between Bunbury and Albany by raising approximately \$5,600,000 in initial Establishment Fees based on the present land availability outlook. Oversubscriptions may be accepted, the amount of which will be subject to the availability of land of the desired quality. Each Grower will sub-lease a specific and identifiable area of the Project Land from the Project Manager pursuant to a Sub-lease.

The Project Manager leases the Project Land from various farmers, directly or indirectly. In all instances, the head lease with the Project Manager is to be registered with Landgate, the Western Australian Office of Titles, thereby protecting the Project Manager's and ultimately the Grower's interest in the Project Land.

Each Grower will enter into Project Agreements. The Project Agreements consist of a Sub-lease (and/or an Agreement to Sub-lease), a Project Management Contract and a Wood Purchase Agreement.

Where not all the Project Land is available for a particular Grower on or before 30 June 2025, the Responsible Entity may still accept the Grower's Application subject to a Sub-lease being entered into on behalf of the Grower and lodged for registration by 30 September 2026.

In these circumstances, the Grower will be required to enter into an Agreement to Sub-lease with the Project Manager.

It is anticipated that the trees Established and maintained under this Project will be available for Harvesting in about ten years. However, the timber is likely to be sold no later than in 2038.

Under the terms of the Wood Purchase Agreement, W.A. Chip & Pulp Co., as Purchaser, will buy the wood unless the Project Manager can negotiate better terms with a reputable third party after first allowing the Purchaser the opportunity to match the price offered by that third party (see Section 9.6 of Part B of this PDS). The precise date of purchase will depend upon both the growing conditions that have existed during the term of the Project and an assessment by the Purchaser of the market conditions at the relevant time. It is likely that the date of purchase will vary from one block of Project Land to another for these reasons.

It is possible that the whole or part of the wood grown will be suitable for a higher value use such as flooring. If this turns out to be the case then the Responsible Entity, as representative of the relevant Growers, and the Purchaser will decide together on the best way to deal with the grown wood. It cannot be predicted with any accuracy whether (and, if so, to what extent) it would be wise or necessary to allow a longer period of growth to take advantage of the higher value. This PDS ignores completely the possibility of a use with a higher value than as woodchips.

All net income on the sale of a Grower's interest in the Plantations (plus any carbon and environmental credits) will be paid progressively to the Custodian for distribution to each Grower. The proceeds from the sale of the wood will be pooled and the net proceeds distributed to Growers on a pro rata basis, i.e. in the same proportion that the number of hectares of Project Land held by each Grower bears

to the total of all hectares comprising the Project.

If unforeseen expenses in relation to things such as fertiliser and/or insect issues arise, a meeting of all Growers may be convened. The Growers may, by majority vote, agree to meet such expenses, in which case these expenses will be borne between all the Growers in proportion to the number of hectares held in the Project by each Grower.

It is the intention of the Responsible Entity to terminate the Project upon the distribution of the final proceeds from the Harvesting of the Plantations. The Project may continue for the period ending up to 15 years after the date of the last acceptance by the Responsible Entity of an Application from an intending Grower unless otherwise determined by the Responsible Entity or the Growers.

Joint Growers:

Two Applicants may participate in the Project as Joint Growers. Under this arrangement, both Joint Growers enter into each of the Project Agreements (including a Sub-lease and/or Agreement to Sub-lease). The first Joint Grower is responsible for the Establishment Fee. The second Joint Grower is responsible for the payment of all rent, tending and insurance fees. The Joint Growers will each be entitled to equal shares of the proceeds of sale of the timber from their Plantation jointly held. The first Joint Grower is responsible for any overdue payments of the second Joint Grower.

Each Joint Grower will be responsible in equal shares for all Harvesting, transportation and supervision costs and incentive fees payable out of the proceeds of the sale of the timber.

Unless the context indicates otherwise, throughout this PDS, any reference to a Grower includes a reference to Joint Growers.

Benefits:

Benefits of the Project include:

The soil characteristics and rainfall conditions of the Project Land have been or will be assessed as being of superior quality for Blue Gum plantations.

The Project Manager will select improved seedlings for any planted areas which analysis indicates can be expected to produce in the vicinity of 20% more wood (in dry weight terms) than trees grown from average native forest seed.

A Wood Purchase Agreement has been negotiated with W.A. Chip & Pulp Co., a company owned by Marubeni Corporation. The Harvested timber will be sold to W.A. Chip & Pulp Co. at a price agreed prior to harvest provided that, if WABG is able to negotiate a higher price with a genuine third party, WABG will be free to sell the timber to that third party unless W.A. Chip & Pulp Co. matches the offer.

The Project Manager's Board includes directors with extensive forestry expertise and proven performance in the management of Blue Gum plantations. One of the Directors has over 30 years' experience in the growing of both softwood and hardwood plantations. The Project's Wood Purchaser and Forestry Contractor are owned by Marubeni Corporation, a Japanese company which is one of the world's leading trading houses and the largest customer for pulpwood from Western Australia since 1976.

The Project Manager has contracted with leading forestry experts, including WACAP Treefarms Pty Ltd, as Forestry Contractor, and Mr John Clarke, as Independent Forestry Expert, with extensive experience in Western Australia, particularly with Tasmanian Blue Gum.

The pooling of receipts from the sale of wood both spreads the risk to each Grower and, at the same time, results in a more significant market presence at the time of selling the wood.

There is a possibility of significant financial gains both before and after income tax.

A Grower should, upon payment, be entitled to an immediate tax deduction upon payment of 100% of the total Application Money payable (pursuant to Division 394 of the ITAA 1997). In addition, all the annual or other fees should also be deductible in the respective years of payment. An application for a Product Ruling has been made to the ATO. Division 394 of the ITAA 97 was introduced for the explicit purpose of encouraging more tree plantations. Growers should seek independent advice in relation to all taxation issues.

The establishment of hardwood plantations in Australia contributes to ongoing efforts to reduce Harvesting pressure on native forests throughout the world, particularly on the tropical forests of Asia and the South Pacific, and contributes to the sustainable development of wood pulp derived products, the demand for which continues to rise. Additionally, plantations reduce greenhouse gasses and help relieve salinity and soil erosion.

Risks

The Project is long term and speculative in nature and is subject to the risks of such an undertaking including (but not limited to):

a. Market risks such as:

- i. changes in demand and price for timber due to economic downturn, global and Australian competition and consumer product requirements and preferences, or reductions in demand caused by geopolitics and similar factors;
- ii. oversupply of timber products to relevant markets;
- iii. changes in pulp technologies;
- iv. distributor consolidation and rationalisation, including loss of supply agreements;
- v. changes in price for business inputs such as labour and materials and chartering of vessels; and
- vi. new entrants into the market

b. Regulatory risks such as:

- i. obtaining all necessary government and regulatory approvals;
- ii. access to infrastructure (e.g. power, irrigation, transport, water);
- iii. changes in government and regulatory legislation and requirements (e.g. taxation and environmental) whether Federal, State, local government or other country;
- iv. changes in levies, duties and imposts;
- v. the withdrawal of Product Rulings that have been applied for concerning the taxation treatment for the Project by the ATO or subsequent non-compliance with the terms of the Product Ruling;
- vi. withdrawal of this PDS or the Responsible Entity's Australian Financial Services Licence by ASIC for non-compliance with the Constitution, Compliance Plan and/or Corporations Act or other regulatory provisions; and
- vii. rejection by ASIC of the Target Market Determination (TMD)

c. Agricultural risks such as:

- i. climate change, natural disasters, fire, windstorms, flooding and other acts of God;
- ii. insect and vermin infestations and agricultural diseases;
- iii. quarantine restrictions and regulations in Australia and globally;
- iv. suitability of seedlings;
- v. suitability of Coppicing on the Project Land;
- vi. suitability of forestry techniques;
- vii. accessing and adapting Harvesting and processing technology and technologies generally;
- viii. misinterpreting transportation and Harvesting requirements and locations; and

- ix. misinterpreting soil, climatic, water and other site conditions.

d. Financial risks such as:

- i. ability to achieve any particular yields and prices;
- ii. price and cost movements;
- iii. changes in the Australian exchange rate and foreign currency exchange rates;
- iv. interest rate variations; and
- v. ability to obtain fire insurance at a reasonable premium or at all.

e. Other risks such as:

- i. the solvency and cash flow position of WABG and its associates, contractors, subcontractors and other relevant parties;
- ii. default by WABG or its associates, contractors, subcontractors and other relevant parties under the material agreements;
- iii. loss of key staff;
- iv. events which are outside the control of WABG or its associates, contractors, subcontractors and other relevant parties, including (but not limited to) acts of God, strikes, war, environmental disasters and governmental prohibition;
- v. significant dealing of Interests in the Project to an investor outside the target market identified in the Project's Target Market Determination; and
- vi. the Applicants' ability to pay their annual contributions.

The Project Manager has endeavoured to minimise these risks as far as possible by arranging appropriate sites for the Plantations and by engaging experts as prominent as the Forestry Contractor to provide the services mentioned in Section 3.6 of Part B of this PDS.

Target Market Determination (TMD)

A Target Market Determination has been prepared for the Project. The TMD sets out the classes of persons for whom the Project, including its key attributes, would likely be consistent with their likely objectives, financial situation and needs. In addition, the TMD outlines the triggers to review the target market and certain other information.

This Project is appropriate for a person seeking delayed income derivation together with tax-deductible contributions designed to be used as a satellite allocation within a person's portfolio. It is for persons with a medium-to-high risk/return profile who are willing to invest for a timeframe matching the maturity date and will not need access to their funds before maturity.

Persons seeking to invest greater than 25% of their total investable assets in the Project (as a core component) are not in the target market. The Project is considered suitable for a person who has received personal financial advice from a third party such as an external licensee or their authorised representative that the product is suitable for the person.

The Responsible Entity is not authorised to give any personal financial product advice and nothing in the TMD constitutes financial product advice by the Responsible Entity or a recommendation to invest in the Project. Before you invest, you should read the TMD carefully and in its entirety, conduct an independent investigation and analysis as to the merits and risks of investing in Project, and if you consider it necessary or appropriate, obtain independent professional advice (including financial and taxation advice) about whether an investment in the Project is suitable for you.

The TMD does not constitute a recommendation as to whether the Project meets your particular needs. A person wishing to enter the Project must complete and submit a Target Market Determination Questionnaire as part of the application process. The Responsible Entity will consider whether an applicant meets the target market criteria for the Project.

For further information, please refer to the TMD which is located at <http://www.wabluegum.com.au/>.

Fees and Other Costs:

Refer to Section 5 of Part B of this PDS.

Growers contribute a minimum of \$35,000 (including GST) (being the amount necessary to Establish 5 hectares of plantations at \$7,000 (including GST) per hectare and thereafter in multiples of \$7,000 (including GST) (for each extra hectare). There is no restriction on the maximum initial contribution that a Grower may make.

Taxation Information (General):

Division 394 of the ITAA 1997 contains a specific deduction provision for contributions to forestry schemes. In projects operating under this legislation, there is no requirement for taxpayers to demonstrate that they are "carrying on a business" to access the deduction or that the amount paid is of a revenue nature. Division 394 provides that initial investors in forestry managed investment schemes will receive a tax deduction equal to 100% of their paid contributions (both initial and ongoing), provided that WABG will spend an amount equivalent in net present value terms to at least 70% of the amounts paid by Growers on Establishing (which includes both Coppicing and planting), tending and felling trees for Harvesting (70% DFE rule).

In addition to the 70% DFE rule, there are also other requirements such as:

- a. the entity claiming the deduction must be a Grower in a forestry scheme whose purpose is Establishing and tending trees for felling only in Australia;
- b. Grower must not have day-to-day control over the operation of the scheme;
- c. the trees intended to be Established in accordance with the scheme must be Established within 18 months of the end of the income year in which the first payment is made by a Grower;
- d. the initial participant must hold an interest in the Project for at least four years; and

- e. the rules regarding borrowing by a Grower to enter into the scheme are complied with.

Division 394 also mentions some specific items which are not eligible for inclusion in the calculation of the 70% DFE Rule.

Interest and borrowing costs paid by a Grower will not be covered by Division 394 and should continue to be deductible under the relevant provisions of the ITAA 1936 and the ITAA 1997 (e.g., sections 8-1 and 25-25 of the ITAA 1997, respectively), provided the relevant tests for those provisions are met.

Where a Grower disposes of interests within 4 years, any deduction obtained by that Grower under Division 394 will be reversed in the income years claimed.

Where two Applicants apply as Joint Growers the first Joint Grower is, in the opinion of the Responsible Entity, likely to be entitled to a deduction for the cost of Establishing the Plantation i.e. the \$7,000 (including GST) per hectare which will be paid pursuant to the Project Management Contract and for interest, when incurred, on any borrowed funds used to finance its contribution. The second Joint Grower is, in the opinion of the Responsible Entity, likely to be entitled to deductions for ongoing costs including annual tending, annual rent and insurance and for interest on any borrowed funds used to finance its ongoing costs, when incurred.

Under Division 394 WABG will have the following obligations:

- a. if trees are not Established within 18 months of the end of the income year when the Establishment Fee was paid by a Grower (i.e. 31 December 2026), within 3 months after the end of that 18 month period, to give the Commissioner of Taxation the statement required under Division 394 in relation to reasons why this condition was not satisfied; and
- b. to use its best endeavours to keep records for the life of the Project plus 5 years.

It is possible that there will be further changes in taxation or other legislation which may have an effect, positive or negative, upon the Project.

A Product Ruling for this Project has been applied for from the ATO and copies of the Product Ruling will be available free of charge from the Project Manager or from the ATO (www.ato.gov.au) after it is issued.

The non-commercial losses rules do not apply to individuals with an adjusted taxable income of at least \$250,000 only if they can satisfy the ATO, based on an objective expectation, that the business activity will produce assessable income greater than available deductions within a commercially viable period for the industry concerned. The ATO has exercised this discretion in previous Product Rulings and it is anticipated that the Product Ruling applied for by the Responsible Entity for this Project will continue to provide this result.

A Product Ruling issued by the ATO is only a ruling on the application of taxation law and is in no way an express or implied guarantee or endorsement of the commercial viability of the Project, of the soundness or otherwise of the Project, or of the reasonableness or commerciality of any fees charged in connection with the Project. Further, a Ruling is only binding on the Commissioner if the Project is implemented in the specific manner provided in that Product Ruling.

However, it is possible that the law may be amended at any time or that the interpretation thereof by the Courts may alter. If any deduction claimed by a Grower is disallowed by the Commissioner of Taxation, penalties and interest may be imposed.

Growers will be liable to pay to WABG an amount equivalent to the whole of the GST liability (if any) of the Project Manager in respect of supplies made to each Grower under the Project Agreements. However, provided that a Grower has an Australian Business Number, is registered for GST, and receives a tax invoice in relation to the payment, the Grower should be able to obtain a

credit or refund in relation to any GST component paid because the Grower is likely to be carrying on an “enterprise” within the meaning of the GST legislation. Growers should seek independent advice in relation to all taxation issues.

Uncomplicated Finance:

All participating Growers may borrow up to 80% of the Application Money (i.e. 88% of the GST exclusive component) from Albany Financial Pty Ltd, a company associated with WABG. Amounts borrowed are to be repaid in monthly instalments by way of direct debit over the period ending on 15 June 2030. Each instalment is of both principal and interest. Interest is charged on the reducing principal at an indicative interest rate of 15% per annum (see Section 3.5 of this PDS). Where a Grower defaults on payment of instalments, an indicative default interest rate of 18% shall accrue on the unpaid amount due until it is paid. There is no loan establishment fee payable in respect of this finance package.

Growers will not be required to submit any financial information in order to obtain this finance. No security (other than a charge over the Grower's interest in the Project and the proceeds of sale of wood or any insurance proceeds) will be required. A guarantee will be required from directors if a company is a borrower.

Dispute Resolution:

The Constitution contains an internal complaints handling procedure, which requires the Responsible Entity to provide Growers with written details of the manner in which complaints will be handled internally, and also requires the Responsible Entity to endeavour to provide a final response in relation to a complaint within 30 days of receiving the complaint. Section 7.9 of Part B of this PDS provides a summary of the complaints handling procedure.

If a Grower is not satisfied with the outcome of the internal complaints process then the matter can be referred to the Responsible Entity's external dispute resolution scheme, the Australian Financial Complaints Authority. The Responsible Entity is a member of that scheme.

Ethical Considerations:

The extent to which labour standards or environmental, social, or ethical considerations were, are and will be considered by the Project Manager in the selection, retention or realisation of the investment are:

- a. Blue gum plantations may offer significant environmental benefits including:
 - i. the sequestration and mitigation of carbon dioxide emissions;
 - ii. the lowering of water tables to ameliorate salinity;
 - iii. the improvement of soil structure and drainage; and
 - iv. effective wildlife corridors for native fauna.
- b. The Project Manager will have regard to the Fair Work Act 2009 (Cth) industrial awards and industry standards affecting its employees.
- c. The Project Manager has assumed that any contractor and subcontractor will have regard to the Fair Work Act 2009 (Cth), industrial awards and industry standards affecting the subcontractor's employees.
- d. The Project Manager will have regard to the directions of government bodies and regulations affecting the Project Land.
- e. The Project Manager has chosen the south-west region of Western Australia for its climate, soil and rainfall conditions. Many of the relevant local Councils have actively encouraged the region as a centre of forestry expertise with excellent infrastructure and a skilled labour force suitable to achieving the objectives of the Project.
- f. The Establishment of Plantations usually reduces the risk of fire. Typically, Blue Gum plantation fires spread far more slowly than grass, crop or native bush fires under the same conditions resulting in less area being burnt. The risk of damage by fire is further minimised by the Project Manager through its maintenance of access roads

and firebreaks and its procedures for early fire detection and suppression.

- g. There should be no risk to koalas as there are no known koalas in the areas in which the Project will operate.
- h. The Project Manager is committed to providing best practice forestry and to ensuring compliance with the Code of Practice for Timber Plantations in Western Australia and other relevant national and international industry standards.

Payments to Eligible Recipients:

The Project Manager may pay amounts not exceeding an amount equivalent to 10% in total of the Establishment Fee to eligible recipients who refer Growers to the Project, in accordance with the Corporations Act. This amount may be paid over a period, including one or more years.

Secondary Markets:

Division 394 enables Growers to trade interests in forestry schemes through a secondary market.

Under Division 394, deductibility of Growers' contributions will not be affected if Growers dispose of their interests in the Project prior to Harvest provided that they have held the interests in the Project for at least 4 years from the end of the financial year in which Growers made a first payment.

Growers should seek independent advice in relation to the taxation treatment of subsequent Growers in the secondary market.

Continuous Disclosure

The Responsible Entity will be subject to regular and continuous reporting and disclosure obligations, including if interests in the Project are ED securities.

Interests in the Project will be ED securities if 100 or more people hold interests in the Project.

No Cooling Off Period:

Due to the illiquid nature of the Project there is no cooling off period for Applicants.

No Minimum Subscription for the Project:

There is no minimum subscription required for the Project to commence.

Application:

Applications can only be made using the attached Application Form and are accepted by the Responsible Entity in its absolute discretion.

Closing Date:

The Responsible Entity will not accept Applications received after 30 June 2025.

AFS Licence:

Refer to Section 7.1 of Part B of this PDS.

Further Information:

Copies of this PDS and documents specified in the PDS or required by law may be obtained or inspected at such reasonable times as agreed by contacting the Responsible Entity.

Copies of the following documents lodged with ASIC in relation to the Project may be obtained or inspected by contacting ASIC:

- a. the annual financial report; and
- b. If the interests are ED securities, any:
 - i. half-yearly financial report; and
 - ii. Continuous disclosure notices.



Part B: Detailed Information

2. ASIC Benchmarks and Disclosure Principles

2.1. Introduction

In January 2012, ASIC issued Regulatory Guide 232 Agribusiness managed investment schemes: Improving disclosures for retail investors (Guide). The Guide is intended to provide Growers with a greater understanding of agribusiness schemes and assist with their investment decisions by setting out 5 Benchmarks and 5 Disclosure Principles which must be addressed by the Responsible Entity.

The Guide requires the responsible entities to:

- a. disclose whether the scheme complies with each of the 5 Benchmarks; and
- b. address the information contained in each of the 5 Disclosure Principles.

The Guide also requires that the Responsible Entity maintain a certain level of ongoing disclosure. As disclosed in 2.3 below, the Project Manager provides ongoing annual reports to Growers (in this section described as members).

2.2. Benchmarks

	Benchmark	Compliance (Y/N)
1.	Fee Structures	Yes
2.	Responsible entity or related party ownership of interests in the agribusiness scheme	Yes
3.	Annual reporting to members	Yes
4.	Experts	Yes
5.	Appointing and monitoring service providers	Yes

a. Benchmark 1: Fee Structures

Status: Satisfied

This benchmark requires schemes to be structured such that fees are payable either annually or by way of an upfront payment on initial application. The benchmark also requires disclosure in relation to the scheme's fee structure, how fees are held and applied during the term of the scheme and how the responsible entity expects to fund the operation of the scheme until completion.

Growers are charged an initial Establishment Fee which is paid entirely in advance. Growers are also charged, by the Project Manager, annual fees for rent, tending and insurance which are paid during each subsequent financial year and are therefore partly in advance and partly in arrears. The Responsible Entity does not charge Growers a separate Responsible Entity fee or receive any other fees or costs in its capacity as responsible entity. Ongoing annual fees are not deferred nor paid out of Harvest proceeds.

Establishment fees paid by Growers are paid to the Custodian before being paid to the Project Manager as consideration for its services to the Project and are held by the Custodian in an Application Fund separately to assets of other projects operated to WAGB and third party schemes. Subsequent fees and costs are paid directly by Growers to the Project Manager.

The annual fee structure provides protection to Growers and reduces the risk of failure or default by providing funding that is sufficient to cover the anticipated expenses of the Project on an annual basis.

The Responsible Entity is reasonably comfortable that fees and costs charged to Growers will cover the costs of the Project.

For more detailed information regarding the Project's fee structure and breakdown, please refer to Section 5 of Part B of this PDS.

b. Benchmark 2: Responsible entity or related party ownership of interests in the agribusiness scheme

Status: Satisfied

This benchmark states that the responsible entity and its related parties should own less than 5% of the total interests in the scheme (except interests acquired from defaulting members). This benchmark aims to protect against the risks of responsible entity collapses in circumstances where the responsible entity is a major interest holder in the scheme and is unable to meet its share of any fees charged.

The Responsible Entity and its related parties do not currently own any interests in the Project and it is the policy of the Responsible Entity that the Responsible Entity and its related parties should not ever own more than 5% of the total interests in the Project (except interests acquired from defaulting Growers).

c. Benchmark 3: Annual reporting to members

Status: Satisfied

This benchmark provides that the responsible entity should issue members with reports on the performance of the scheme at least annually.

Annual reports will be provided to Growers no later than 22 December in each year, outlining any changes to the Plantation Development and Tending Plan, the actual operations performed on the Project Land, details regarding the health and vigour of the Plantations and any other matter which may affect the performance or viability of the Plantations together with any other information relevant to Growers.

In addition, a consulting forester may provide a separate professional report at least annually, and at other times if necessary.

The Responsible Entity also provides members with financial statements and auditor's reports for the Project on an annual basis. Further information in relation to annual reporting is located at Section 7.7 of Part B of this PDS.

d. Benchmark 4: Experts

Status: Satisfied

The Guide requires that where an expert's opinion may be, but is not necessarily, relied upon by retail investors, the expert must be independent. Part 8 of this PDS is the expert report provided by Mr John Clarke, an independent forestry expert.

In addition to disclosing the expert's opinion, the benchmarks require a responsible entity to provide details of its relationship with the expert. The following information is provided in relation to the Responsible Entity's relationship with Mr Clarke:

- a. The expert was instructed to provide his opinion regarding the suitability and appropriateness of the Forestry Contractor, Coppicing, and the land upon which the trees will be grown, and also regarding the prospects for the Blue Gum industry.
- b. The expert has the following qualifications:
 - i. Bachelor of Science in Forestry;
 - ii. Authorised Officer of the Federal Department of Agriculture Fisheries and Forestry;
 - iii. Committee member of Forestry Australia;
 - iv. Member of the Leschenault Timber Industry Club; and
 - v. Chair of the Bushfire Front.
- c. The expert has over 40 years' experience in most aspects of the forestry industry in Western Australia. From 1976 to 2011, Mr Clarke worked with various Western Australian government forest services such as the Forests Department, Department of Conservation and Land Management Department (CALM) and the Forest Products Commission (FPC). Mr Clarke is well experienced in the Silvicultural practices used in plantation forestry and particularly so with Blue Gums within this region of Western Australia.
- d. In the 1980s and 90s, Mr Clarke managed the operational districts of Pemberton (native karri, jarrah and marri forest harvesting and regeneration, and fire control) and

Harvey (native jarrah forest harvesting and regeneration, pine harvesting and regeneration, and fire control) before moving into the commercial arena in CALM and FPC, managing business operations including log harvesting and log sale contracts.

- e. Mr Clarke is a committee member and former chair of the West Australian Branch of the Institute of Foresters of Australia (now "Forestry Australia"), a member of the Leschenault Timber Industry Club and current chair of the Bushfire Front, a lobby group advocating prescribed burning to mitigate bushfires.
- f. The Responsible Entity has engaged Mr Clarke to provide his expert opinion for the Responsible Entity. The only service provided by Mr Clarke to the Responsible Entity is the preparation of the Independent Forestry Expert's Report for this project.

The expert estimates that about 5% of his total work is for the Responsible Entity, amounting to \$5,000 plus GST.

The Responsible Entity does not require the expert to take out Professional Indemnity Insurance. The Responsible Entity is satisfied Mr Clarke is an expert in this area. However, the expert does maintain professional indemnity insurance premiums.

e. Benchmark 5: Appointing and monitoring service providers

Status: Satisfied

This benchmark provides that the responsible entity only engage key service providers necessary for the operation of the scheme where the engagement is:

- a. Contained in a written agreement approved by the board of the responsible entity in accordance with a documented policy;
- b. Subject to annual review against set performance criteria or measures; and
- c. Subject to certification by the board of the responsible entity that it is on an arm's length basis.

The Forestry Contractor is a key service provider appointed under the terms of the Plantation

Services Agreement which is summarised in Section 9.5 of this PDS. Its services include all services in relation to each Plantation in accordance with sound Silvicultural and environmental practices adopted within the forestry industry. Specifically, the Forestry Contractor is engaged for the Establishment of the Plantation and the tending of the Plantation.

At the request of the Forestry Contractor, the amounts payable under the Plantation Services Agreement are commercial in confidence. These amounts are paid from the fees set out in Section 5.

2.3. Disclosure Principles

The Guide requires that in addition to meeting the five Benchmarks outlined above, a responsible entity must disclose various matters including information concerning significant risks, interests and features of schemes. Below, the Responsible Entity has provided a summary of the information required by the Guide's five Disclosure Principles. This information is supported by further details throughout the PDS.

a. Disclosure Principle 1: Investor financing arrangements

Albany Financial Pty Ltd, a related company of the Responsible Entity, is available to provide finance to Growers who wish to fund their investment through borrowings.

One of the directors of the Responsible Entity, Mr May, is a director of Albany Financial Pty Ltd and shareholder in the companies that are shareholders in Albany Financial Pty Ltd.

The only amounts payable in relation to financing arrangements are principal and interest - see Section 3.5 of this PDS. The Responsible Entity does not receive a fee for arranging finance with Albany Financial Pty Ltd.

Investors should obtain and read the Loan Agreement before entering into the finance facility. The Loan Agreement can be obtained from the Responsible Entity upon request or alternatively can be downloaded from www.wabluegum.com.au.

The finance facility is a full recourse loan. The Grower will remain liable to repay amounts borrowed and interest accrued under the facility whatever the result of the Project. In

the event of default, recourse will be available against the personal assets of the borrower, including the borrower's Interest in the Project. Where the borrower is a company, a personal guarantee will be required from its directors which will also be on a full recourse basis.

Contained in Part 16 of this PDS is an Application for Finance form. This is not the Loan Agreement. Investors wishing to obtain finance from Albany Financial Pty Ltd must complete this form as well as the Power of Attorney contained in Part 15. Once both completed forms are received by the Responsible Entity, the attorney, being any director of the Responsible Entity, will enter into the Loan Agreement on behalf of the investors.

b. Disclosure Principle 2: Track record of the Responsible Entity in operating agribusiness schemes

The Responsible Entity has operated Blue Gum agribusiness schemes for more than ten years. It has always outsourced the onsite Establishment, tending and Harvesting of Blue Gum to companies which are very well experienced. No statement regarding any of these agribusiness schemes will be given, because future performance is uncertain due to the influence of multiple factors including the introduction of Coppicing (which was not part of all earlier schemes), price variations, exchange rate variations, growing conditions, variability in weather patterns due to climate change or local vicissitudes and because of the possible volatility in relation to any of the factors set out under the heading Risks in Section 1.

The Responsible Entity currently operates thirteen Blue Gum agribusiness schemes and has done so over a period extending for more than ten years.

c. Disclosure Principle 3: Responsible Entity's financial position

The Responsible Entity does not have any known unfunded obligations in respect of the Project or any other schemes it operates.

The Responsible Entity is not reliant on funding from external or related parties to perform its functions and obligations in respect of the Project.

The Responsible Entity is not part of any tax consolidated group.

The Responsible Entity has not provided any guarantees or indemnities to external or related parties.

d. Disclosure Principle 4: Land, licences and water

The Project Land used for growing is leased, either directly or indirectly, from various farmers. In all instances, the head lease is to be registered with Landgate, the Western Australian titles office, thereby protecting the Project Manager's and ultimately the Grower's interest in the Project Land. While the head leases referred to in this section could arguably be terminated in limited circumstances, it is the opinion of the Responsible Entity that the respective terms of these agreements contain sufficient rights to provide for the protection of the Project Manager's access rights for the life of the Project.

All leases are entered into at arm's length with third parties. In the event that the amounts due under these leases are not paid, the landlords of the relevant parcels of land may take action, including exercising their rights of forfeiture to terminate the leases. As mentioned above, all leases will be registered at Landgate which will provide protection to Growers.

The Responsible Entity does not treat the leases as scheme property nor does it use any of the leases as security.

No other agreements have been entered into or are necessary in relation to rights of access or tenure to water or any other resources or infrastructure required to operate the Project. The Project does not rely on any government allocation of water resources.

e. Disclosure Principle 5: Replacement of the responsible entity

In the event that the Responsible Entity is replaced, there are no restrictions on the ability of any replacement responsible entity to access the resources required to continue the Project. Pursuant to Chapter 5C of the Corporations Act the rights and obligations, save for certain prescribed rights and obligations, under the relevant contracts would be novated to the replacement

responsible entity such that any document to which the original Responsible Entity was a party should be read after replacement as if the replacement responsible entity were a party to it.

The rights and obligations which would remain with the Responsible Entity were it to be replaced are:

- a. any right of the Responsible Entity to be paid fees for the performance of its functions before it ceased to be the responsible entity; and
- b. any right of the Responsible Entity to be indemnified for expenses it incurred before it ceased to be the responsible entity; and
- c. any right, obligation or liability that the Responsible Entity had as a member of the scheme; and
- d. any liability for which the Responsible Entity could not have been indemnified out of the scheme property if it had remained the scheme's responsible entity.

Upon replacement:

- i. the outgoing Responsible Entity would not be entitled to any compensation by way of a 'replacement fee' or related payment;
- ii. in the opinion of the Responsible Entity there would be no detrimental effect on any agreements entered into between the investors and the Responsible Entity or other parties (due to the novation of all contracts as mentioned above); and
- iii. any annual fees already paid will not need to be paid again.

The Responsible Entity does not believe that there will be any risks relating to the continuity of the Project arising out of a change in responsible entity.



3. Particular Attractive Features of the Project

The particular attractive features of the Project are as follows:

3.1. Quality of the Land:

Growers will sub-lease from the Project Manager land situated in the south-west of Western Australia in areas which have high rainfall, deep fertile soils and close proximity to ports (with the aim to be, as far as possible, within a radius of approximately 130 kilometres). If suitable land is reasonably attainable, then the subject sites will have been selected by the Project Manager based on their suitability for use as plantations for Blue Gum.

Western Australia has more Tasmanian blue gum hardwood plantations than any other State. Currently, it is estimated that Tasmanian Blue Gum plantations in Western Australia cover approximately 140,000 ha. In 2022/2023, approximately 2.3 million cubic metres of hardwood plantation was harvested in Western Australia.

Sites with such close proximity to ports, higher rainfall and deep fertile soils are rare and hard to come by, which means that the Project will necessarily be conducted on a small and “boutique” basis.

Some years ago, as the plantings of Blue Gums in Australia expanded, it became necessary for many companies to establish and plant in increasingly marginal land. The Project Manager steadfastly refused to follow this trend both then and now, as to do so is entirely inconsistent with its policy of maximising each Grower’s ultimate returns.

The Project Manager uses rigorous site selection techniques and protocols to identify land of exceptionally high quality. The small scale of operations has the advantage of enabling the Project Manager to select sites which may not otherwise have been considered by larger companies, offering a competitive advantage in site acquisition.

The land to be acquired and sub-let to Growers will have an anticipated yield of wood much higher than is usually found in projects that have been offered by others for public subscription. Past plantings by WABG in the southwest of Western Australia that have been Harvested demonstrate the well above average yields that have been obtained. This is expected to continue with the Project although, as with any tree crop, this is subject to a number of factors including soil type, rainfall and any climatic changes between the time of Establishment and Harvesting.

There is a direct correlation between the MAI of land and the anticipated returns to Growers. Land which has an MAI which is say, 33% higher than other land, will be likely to yield to a Grower a gross return at the end of the Project 33% greater than the other block of land and an even larger net return, especially when it is appreciated that many of the expenses are fixed rather than variable and that Harvesting costs are usually cheaper per unit of wood on higher productivity sites.

To treat all Growers equitably, the proceeds of the Harvest will be pooled between all Growers participating in this Project in proportion to the size of the respective subscriptions.

3.2. Forward Sale of all the Wood

The Harvested timber will be sold to W.A. Chip & Pulp Co. (owned by the Marubeni Corporation) but allowing the Project Manager to negotiate with any other potential buyers for a higher price. W.A. Chip & Pulp Co. then has the right to match these better terms, in which case W.A. Chip & Pulp Co. will be the buyer. The market for Blue Gum woodchips is usually competitive and there does not appear to be any reason known to the Responsible Entity why this will change at the time of Harvest.

3.3. Coppice

Between two-thirds to one hundred percent of the trees on the Project Land as a whole will be grown by way of Coppice.

Coppicing is a process by which new shoots from the stumps of trees that have recently been Harvested are managed by professional foresters by selecting the most appropriate shoots on each stump to produce a new tree crop.

Coppicing in Blue Gum plantations is widespread, both in Australia and overseas.

Improvements in the technology of feller bunchers have made Coppicing more attractive than in the past. A feller buncher is a motorised harvesting machine used in logging with an attachment that can rapidly cut and gather several shoots. As its name suggests, the machine fells and bunches trees in one process.

3.4. Improved Seedlings

An analysis of nearly 70,000 trees grown from seed collected throughout a range of Blue Gum trees has shown that significant gains can be made by growing trees from seeds collected from the best native forest locations. Trees grown from seeds sourced from clonal seed orchards can be expected to produce up to 20% more wood (in dry weight terms) than trees grown from the average native forest seeds.

The Project Manager has made arrangements for WACAP Treefarms Pty Ltd to supply the Project (to the extent required) only with high quality seedling stock (scientifically improved but not genetically modified) being produced by WAPRES which are ready for Establishment in the Project.

3.5. Uncomplicated Finance

All participating Growers may borrow up to 80% of the Application Money (i.e. 88% of the GST exclusive component) from Albany Financial Pty Ltd, a related company of the Responsible Entity. Amounts borrowed are to be repaid in equal

monthly instalments (which include both principal and interest) by way of direct debit over the period ending on 15 June 2030. Each instalment is of both principal and interest. Interest is charged on the reducing principal at an indicative fixed rate of 15% per annum. Where a Grower defaults on payment of instalments, an indicative default interest rate of 18% shall accrue on the unpaid amount due until it is paid. There is no loan establishment fee payable in respect of this finance package. Albany Financial Pty Ltd is entitled to pass on to a Grower the applicable merchant's fee on the use of a credit card. Growers will not be required to submit any financial information to obtain this finance. No security (other than a charge over the Grower's interest in the Project and the proceeds of the sale of wood and insurance receipts) will be required. A guarantee from directors will be required where a company is a borrower.

The outstanding principal may be repaid earlier at any time without penalty.

3.6. Experienced Forestry Contractor

WACAP Treefarms Pty Ltd has been engaged to Establish and Tend the Plantations, including the supply of seedlings. Under the terms of the Wood Purchase Agreement (refer to Section 9.6), W.A. Chip. & Pulp Co. will harvest and buy all the wood unless WABG can negotiate better terms with a reputable third party.

WACAP Treefarms has been growing hardwood plantations in Western Australia since the early 1970s and currently owns or manages in that state about 14,000 hectares of globulus plantations.

WACAP holds accreditation in ISO 14001:2015 (Environmental Management Systems), ISO 45001:2018 (Occupational Health and Safety), AS4708 (Australian Standard for Sustainable Forest Management), AS4707 (Australian Standard for Chain of Custody of Forest Products), FSC-STD-40-004 (FSC Chain of Custody) and FSC-STD-40-005 (FSC Controlled Wood).

WACAP Treefarms has not been involved in the preparation of this PDS and is an independent party (see also Section 11.3).

3.7. Involvement of Marubeni Corporation

WACAP Treefarms Pty Ltd and W.A. Chip & Pulp Co. are ultimately owned by the Marubeni Corporation. WAPRES, was formed by the Marubeni Corporation for their woodchip and plantation businesses in September 2000. WAPRES, and its subsidiary companies, owns and manages near 14,000 hectares of blue gum from around the South West and Great Southern regions of Western Australia. WAPRES is a leader in the Western Australian plantation businesses and woodchip export industry.

W.A. Chip and Pulp Co. is certified to AS4707 (Australian Standard for Chain of Custody of Forest Products), FSC-STD-40-004 (FSC Chain of Custody) and FSC-STD-40-005 (FSC Controlled Wood). WAPRES is certified to ISO 14001:2015 (Environmental Management Systems), ISO 45001:2018 (Occupational Health and Safety), AS4708 (Australian Standard for Sustainable Forest Management) and FSC Australian Forest Stewardship Standard (an addition FSC Forest Management).

The Marubeni Corporation has not been involved in the preparation of this PDS and is an independent party (see also Section 11.3).

3.8. Carbon and Environmental Credits and Debits

Carbon credits are recognised reductions or absorptions of carbon. Credits need to be certified. Over time, companies or individuals who create more certificates than they need can sell these to others who need to reduce their greenhouse gas emissions.

In 2014, the Australian Parliament repealed the Clean Energy Act 2011 (Cth) pursuant to the Clean Energy Legislation (Carbon Tax Repeal) Act 2014 (Cth). This action has effectively abolished the carbon pricing mechanism

that applied under the Clean Energy Act 2011 (Cth), with retrospective effect.

The Company believes that tree growing is the only carbon positive sector in the Australian economy. If carbon or other environmental credits are able to be attached to the trees to be grown in this Project, they may have significant value.

As such, to the extent permitted by law, all carbon and other environmental credits will be treated the same as the revenue from the sale of the wood and will belong to the Growers in the Project. If any carbon or other environmental debits accrue in the carrying out of the Project, they will be deducted from the revenue otherwise payable to Growers.

Blue Gum plantations provide a range of environmental benefits including the capture of carbon dioxide, reduction of salinity, soil protection, and improved biodiversity.

About 50 per cent of a tree's dry weight is carbon. If a plantation is established on land which has already been cleared, the growth of the trees dramatically increases the total amount of carbon stored on the land. It is estimated that planting 100,000 hectares of new trees can remove approximately one million tonnes of carbon per year from the atmosphere.

In addition, the Harvesting of plantations can further contribute to greenhouse gas reduction if some of the wood is used to generate electricity and replaces fossil fuels like coal, oil or natural gas for this purpose. When trees are used for wood products, carbon continues to be stored in this form for a very long period. The amount of carbon captured by trees is estimated from the volume of the trees, calculated from the heights and diameters. For example, a fast-growing eucalypt plantation averaging a stem growth rate of 20 cubic metres of wood per hectare may yield 500 kilograms of dry wood per cubic metre, which equates to 10 tonnes per hectare and contains 50 per cent carbon, i.e. 5 tonnes per hectare of carbon in one year.

Australia's forest industry currently stores an estimated 258 million tonnes of carbon dioxide equivalent to over 25 million hectares of Kyoto compliant plantation forests.

The Federal Government has published a methodology for carbon opportunities for plantations. This is still not attractive for short rotation plantations such as Tasmanian blue gums but may be indicative of an improving trend i.e. being able to monetise carbon sequestration in plantations.

Furthermore, plantations can improve the saline quality of the water in the areas in which they grow. It is not clear whether salinity credits will be established, and, if so, what their value might be.

The Project is not dependent on any carbon or other environmental credits being available to Growers.



4. Why Become a Grower of Blue Gum

4.1. Attributes of the Species

Blue Gum has an international reputation as one of the best species for paper production due to its short, narrow fibres, high strength and low chemical requirements for bleaching because of its light colouring.

Compared to most other species of trees grown for commercial purposes in Australia, Blue Gum has a short Harvest time (approximately 10 years). Its pulp yield is much higher than wood fibre from native mixed-age and mixed-species, and for these reasons, plantation grown Blue Gum attracts a premium price.

4.2. Growing Demand

The growing of Blue Gum plantations in Western Australia has resulted from the demand for pulp and paper products. There is an increasing gap between world demand and supply of wood fibre. Asia is the largest fibre deficit region in the world. Asia is also the main focus for growth in fibre demand for pulp and paper.

Continued reliance on paper and paper products by developed countries and the increased consumption of these products by developing countries is leading to an increase in demand for the raw materials required for paper production. Hardwood fibre, extracted from Blue Gum, is a preferred raw material for the production of high quality paper. In fact, most mills require that some, if not all, of their timber input be hardwood fibre to ensure the quality of the product produced.

The increase in demand for hardwood fibre from plantations must be viewed in conjunction with the growing awareness of the importance of preservation of native forests throughout the world, including Australia.

4.3. Growing Returns

In addition to the suitability of the species for paper production, good returns to the Grower are possible due to the high growth rates achievable in the sites selected for the Project in the south-west of Western Australia. Such sites are rare in other states or in other parts of Western Australia. In fact, such sites are extremely hard to obtain even in the south-west of Western Australia. The Plantations to be Established are expected to be amongst the fastest growing in Australia. Growth rates are maximised by the implementation of Silvicultural techniques (including in relation to the optional use of fertiliser) which have been developed over more than a decade of research and development and by using scientifically improved (but not genetically modified) seedlings that have been especially elected.

Given the number of variables involved, it is not possible to forecast future cashflows and returns to Growers with any certainty. Anticipated events may not occur as expected or unforeseen circumstances may arise which are outside the control of the Responsible Entity. As a result, the Responsible Entity has elected not to provide forecast returns for the Project.

It has been forecast that the amount of hardwood plantation wood available in Australia has already peaked and is likely to decrease over the coming decades.

Other risks and factors as set out on pages 15 to 16 of this PDS may also affect a Grower's return. It is recommended that professional advice be obtained when considering the possible Project returns and to assist in determining whether the participation in the Project is suitable to you.

4.4. International Markets

There are good woodchip export facilities at the Bunbury port that have been used for over 25 years and at the Albany port, which commenced operation in March 2002. The land in this Project will be situated within a commercially viable distance from one or the other of these ports.

In 2008, a most substantial increase in Blue Gum woodchip price was negotiated between Australian suppliers and Japanese buyers which led to a very large increase in the net royalty payable to growers of Blue Gum trees in Australia. Notwithstanding the global financial crisis, the same price was maintained throughout 2009, 2010 and 2011. Then the effects of the global financial crisis and the Japanese tsunami in 2011 began to be felt and the price fell substantially in 2013 but has fluctuated since then. The general trend has been upwards with a record high (in Australian dollars) reached in 2023/24. Sales of blue gum woodchip from Australia are presently made in US dollars. The Company believes there is reason for optimism regarding future increases by the time the trees in the Project are Harvested.

The suitability of plantations of Blue Gum in Western Australia for supplying the international market is evidenced by the interest shown by a number of major Asian trading houses and paper companies in establishing plantations to secure their supplies. A large number of hectares of Blue Gum plantations have already been established in Western Australia by a variety of companies, thereby providing a platform for this industry. Western Australia has more Blue Gum plantations than any other State in Australia because of climate and soil factors.

Growers' wood will be sold either for manufacture into woodchips for sale to pulp and paper companies or for a higher value use. The Marubeni Group is a significant exporter of Australian hardwood chips from plantations. Not only is Australia in a good geographical position to supply

hardwood chip to the Asian market, because non-Asian competitors for the Asian market are further away from Asia than Australia and therefore suffer the cost of extra transport to the Asian market, but also because Western Australia is closer to Asia than other parts of Australia where Blue Gum is grown commercially. The decline of plantation volumes in other areas of Australia places the forestry industry in Western Australia in a position to take advantage of the expected growing demand in Asia and overall reduced supply. From a Grower perspective, the shrinking Australian supply and demand from China and Japan point to favourable market conditions for Blue Gum Growers in the near to medium term. In particular, the demand for woodchips and reduced supply is expected to be positive in relation to prices.

China and Japan are the two dominant consumers in the Asian woodchip trade. Their dominance is particularly accentuated for hardwood chips, where they now collectively constitute a very large proportion of the world's total imports. In 2021, global shipments of hardwood chips reached close to 35 million cubic metres, with most destined for pulp mills in Asia. In the first four months of 2022, China accounted for 56% of the world's hardwood chip imports. In 2024, China imported an estimated 17 million bone dry metric tonnes ("BDMT") of hardwood chips while Japan imported 9 million BDMT.

In 2002, China imported hardwood chips from Australia for the first time. As the result of a logging controls now operating in China, supplies of domestic hardwood chips remain limited and it is expected that there will be a growing market in that country. China's hardwood chip imports as a whole doubled between 2010 and 2014. China accounted for 60% or more of Australia's hardwood chip exports for each year from 2018 to 2022. Japan has accounted for approximately one third of Australia's hardwood chip exports since 2015. Paper production in China has more

than trebled since 1990 and the Chinese market has now surpassed Japan as the second largest (or perhaps largest) paper making country in the world in absolute terms. Since 2000 the international trade in woodchips has increased very substantially and one of the major reasons for this is due to China's significant investment in its domestic pulp capacity. In 2015, China overtook Japan as the principal importer of hardwood chips from Australia. The China-Australian Free Trade Agreement of 2015 locked in the existing zero percent tariffs on woodchips imported into China.

The growth has largely been driven by a growing demand from China for hardwood chips, including Blue Gum, which are typically used for fine printing paper as the pulp fibre is strong and requires fewer chemicals and less processing.

China continues to expand its pulp processing capabilities with new plants.

China has installed in recent years many very large pulp and paper making mills which contain the most cutting-edge technology. To best exploit the potential efficiency of these mills they require a blend of inputs which includes the highest quality fibre, particularly Blue Gum, and most recently China continues to add to its capacity. In the latter part of 2020, China ceased the import of a range of products from Australia including logs. In this context, it should be noted that to date there has been no indication that a similar issue will arise in relation to the import of Blue Gum woodchips. The end use of logs is fundamentally different from that of Blue Gum woodchips. In any event, the market for woodchips produced from this project will arise in about 10 years time. Therefore it would be unwise to focus on any short term difficulties that may arise. The fundamentals of the situation in about 10 years are unchanged.

Japan is one of the world's major markets for woodchips and Australia is one of its principal suppliers. Japan uses hardwood chip imported from Australia for the production of writing and printing paper. Over the past few years there has been a downward trend in the volume of woodchip exports from the United States to Japan as they are consumed domestically. Also, significant environmental pressure due to current United

States harvests being almost exclusively from native forests has resulted in reduced production volumes.

In 2013 India commenced importing hardwood chips from Australia. Paper usage in India per person is very low. However, there is current discussion about the possibility of the Indian economy starting to grow significantly. There is a significant correlation between economic growth and paper usage. It has been reported that India has increased its demand for hardwood chips from overseas because of increased demand from its pulp manufacturing industry.

The majority of Australian hardwood chip exports are *E.globulus* which is known for its high quality and high fibre yield. *E.globulus* has long been considered the international 'gold standard' fibre for pulp production. The advantages of *E.globulus* are much higher pulp yield, lower input of chemicals and energy, etc. There are a limited number of countries and regions where *E.globulus* can be grown due to the species' very specific climate demands. Other regions where *E.globulus* can be grown are much further from the Asian markets than Australia (e.g. Chile), so the *E.globulus* woodchip producers in Australia will continue to have a competitive advantage in the Asian woodchip markets.

Traditionally Australia's major competition into the Asian import market has been from Chile and South Africa, and in the last few years from Vietnam, Thailand and Indonesia. The chips from Vietnam, Thailand and Indonesia are (for quality paper making purposes) inferior as compared to *Eucalyptus globulus*. It appears that supply from both Chile and South Africa into Japan is likely to fall. Chile now has new and large milling facilities at home and will continue to use more of its tree fibre for domestic production of paper for ultimate sale into North America. South Africa has a reduced supply because of water and other limitations. In addition, the cost of shipping the fibre from Australia to China is significantly less than it is from Chile and South Africa. This is because the average shipping time from Australia to China is about 15 days, whereas from Chile it is around 30 days and South Africa around 25 days. To discourage the growing of hardwood for export to China, thereby reducing the amount of land available for domestic

food production, the Vietnam Government introduced an export tax of approximately 5% on agricultural products in recent years.

Indonesia is also a potential market given the large increase in its milling capacity in recent years which may not be able to be supplied by local resources. There is a shortfall of wood fibre in Indonesia, which has opened the market for Australia and other exporters of wood fibre in Asia. From 2018, Indonesia began to import woodchips from Australia.

Given Australia's supply volumes, its expanding distribution abilities and close proximity to Asia, Australia is well positioned to have continued success in the hardwood chip market.

Further, a leading global forest products and analytics company has forecast continuing tight wood fibre supply in Asia and buoyant demand conditions, particularly in China for the next few years.

Without reinvestment in new hardwood plantations it is anticipated the existing hardwood plantation estates will continue to decline significantly, during which time demand for hardwood fibre is forecast to increase.

In the past decade the imports of Asian hardwood chip have increased at an accumulated annual growth rate of 4% per annum.

4.5. Alternative Markets for Woodchip such as Biomass

Woodchips can be a major feedstock for renewable energy. There is a rising bio-economy that offers new and potentially expanded markets for timber as a renewable input to many innovative and value-added products. Also, there may be some advantage to be gained by the Project from the developing biomass industry in Western Australia. The first shipment of hardwood biomass from Bunbury to Japan occurred in 2016.

Additionally, some vessels leave Western Australia each year carrying wood for biomass.

The State Government of Victoria has launched a recent feasibility study (ongoing to October 2025) to investigate whether timber that is not normally used for construction purposes can be used to make sustainable construction materials

or other products. These timber products will be constructed from hardwood wood chips, which includes *E.globulus*. Depending on the outcome of the study, new markets may open for the use of *E.globulus* wood chips.

4.6. Domestic Markets

The domestic market prospects for hardwood plantations in Western Australia may be enhanced by the possible development of a future domestic pulp and paper industry based on plantations.

4.7. Environmentally Beneficial

As well as providing excellent market prospects, participation in a Blue Gum plantation has many domestic environmental benefits. The establishment of hardwood plantations in Australia reduces the Harvesting pressure on native forests throughout the world, particularly on the tropical forests of Asia and the South Pacific.

The rapid growth rate of hardwood plantations requires the trees to absorb and retain large amounts of carbon from carbon dioxide, contributing to the reduction of this greenhouse gas in the atmosphere. In Western Australia, Blue Gum plantations also serve to slow or reverse the effects of salination in agricultural areas and, within 20 years of planting large areas of Blue Gum, the water salinity in catchments had reduced thereby improving drinking water quality. The replacement of pasture with plantations returns the water usage pattern closer to that of native forests which can alleviate salination problems downstream from the plantation and prevent salination within the plantation itself.

In Australia, approximately 22,000 million tonnes of carbon was stored in living trees in 2016. There has been a sharp decrease in the amount of native forest available in Australia for wood production. Both Victoria and Western Australia have ceased almost all native forest harvests. In the 10 years to 2014 the amount of native forest harvesting has reduced by approximately 60%.

4.8. Diversification of Asset Classes

Well-managed agribusiness ventures are business opportunities outside of the traditional asset classes. They do not normally follow the cycles in the property and share markets. Accordingly,

they may be suitable for people who want to diversify their asset portfolio. However, it is not in itself a diversified asset class.

4.9. Government Support

Division 394 of the ITAA 1997 regarding taxation of forestry was introduced for the exclusive purpose of encouraging further plantation growth to reduce reliance on both native forests and overseas imports (see Part A: General Taxation Information).

In 2019, the Federal Government announced its policy of creating and developing about 10 forestry hubs, with the intention of improving forestry infrastructure and services in those parts of Australia where forestry is in the “right place, and at the right scale”. One of the first group of forestry hubs to be created was located in the Southwest of Western Australia where the Project will be situated.

Since the 2022 Federal Election, several government policies in the forestry industry have been initiated, many of which have bipartisan support.

Both major parties have committed to support the planting of an additional 1 billion new plantation forestry trees by 2030. Applications have opened for the plantation grants program which will distribute funds of up to \$73.8 million. The program is intended to encourage plantation forestry over existing marginal farmland, increase forest cover and, in some cases, provide an offset for greenhouse gas emissions.

\$8.6 million has been allocated to the Regional Forestry Hubs (which includes Southwest Western Australia where the Blue Gum Project will be situated) to enable strategic planning, technical assessment and analysis to support further growth in the industry. \$4.4 million has also been allocated to strengthen actions taken against illegal logging and stop illegal timber imports from undercutting Australian producers.

This confirms the Federal Government’s view that the Project is indeed in the “right place, and at the right scale”.

The current government has implemented the Strategic Forest and Renewable Materials Partnership. The Partnership provides a forum for industry, unions, and First Nations to advise

the Australian Government and develop a long term Timber Fibre Strategy. The Partnership presented to the July 2023 National Forestry Ministers Meeting about the development of the National Timber Fibre Strategy.

4.10. Employment Opportunities

Blue Gum projects are generally supported by the communities in which they are grown as they encourage employment and regional growth. According to the Australian Bureau of Agricultural and Resource Economics and Sciences (ABARES), “the presence of processing facilities in regional areas can help to reduce or prevent population decline by providing an alternative source of employment”. The Bureau’s studies also show that over time new businesses are established in the regions to provide goods and services to the growing plantation sector.



5. Fees and other costs

Consumer advisory warning

Government regulation requires the inclusion of the standard consumer advisory warning as set out below. The information in the consumer advisory warning is standardised across all product disclosure statements and does not provide any specific information on the fees and charges in the Project. For instance, the warning below refers to your “account balance”, however there is no concept of “your account balance” in the Project, nor is the duration of the Project a 30 year period, nor are any fees or costs in the Project able to be negotiated.

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 account 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 Investments Commission (ASIC) website (www.moneysmart.gov.au) has a managed investment fee calculator to help you check out different fee options.

Fees And Other Costs Of The Project

This Section details the fees and other costs payable by a Grower. However, to fully understand these matters you should read the whole PDS before deciding whether to participate.

This document shows fees and other costs in respect of each hectare that you may be charged if you wish to participate as a Grower. These fees and costs may be paid from your money.

Taxes and insurance costs are set out in another part of this document. You should read all the information about fees and costs because it is important to understand their impact on your subscription. All fees and costs are inclusive of any GST less any reduced input tax credits, unless otherwise stated.

Table 1 identifies the types of fees and other costs, whether they are fixed or variable and, where applicable, explains the method of calculation.

Table 2 apportions the fees and other costs between Joint Growers.

Table 3 gives an example of how the fees and other costs charged on participation can affect your return. The fees and costs are payable by Growers. You should use this table to compare this product with other similar agribusiness managed investment products.

Table 1 Fees and Other Costs (Per Hectare - Minimum 5 Hectares)

Type of fee or cost	Amount (per hectare)		How and when paid	
Fees when your money moves into The Project	Financial Year 1 (Until 30 June 2026)	Financial Year 2 (1 July 2026 to 30 June 2027)	Subsequent Financial Years	
Establishment Fee This is the fee for services associated with the Establishment of the Plantation	\$7,000 (including GST)	Nil	Nil	Included in Application Money which is payable on Application
Contribution fee The fee on each amount contributed to your investment	N/A	N/A	N/A	N/A
Withdrawal fee The fee on each amount you take out of your investment	N/A	N/A		
Exit fee The fee to close your investment	N/A	N/A		
Management costs The fees and costs for managing your investment	Financial Year 1 (until 30 June 2026)	Financial Year 2 (1 July 2026 to 30 June 2027)	Subsequent Financial Years	
Tending fee This is the annual fee payable to manage the Plantation	Nil	\$220 (including GST) Indexed from 30 June 2025	Amount payable in previous Financial Year Indexed	Payable on 30 November 2025 and thereafter on 30 September in each year from the Grower's own money
Rental fee This is the annual fee payable for rental of the leased land	Nil	\$650 (including GST) Indexed from 30 June 2025	Amount payable in previous Financial Year Indexed	Payable on 30 November 2025 and thereafter on 30 September in each year from the Grower's own money

Table 1 Fees and Other Costs (Per Hectare - Minimum 5 Hectares)

Type of fee or cost	Amount (per hectare)		How and when paid	
Insurance fee This is the annual fee payable to insure the Plantation against fire	Nil	Historically 0.7% of the insured values ¹	Refer to Financial Year 2 (previous column)	Payable on 15 November 2025 and thereafter on 15 November in each year from the Grower’s own money
Harvesting, Transportation & Supervision fees These costs are the actual costs incurred by the Project Manager for Harvesting, transportation and supervisory activities	Nil	Nil	The precise amounts will be determined at the time of Harvest. A 3.3% (including GST) Harvest supervision fee is payable to W.A. Chip & Pulp Co.	These fees will be paid by the Grower to the Project Manager. The Project Manager has discretion to deduct these fees from the proceeds of sale of the timber prior to making any distributions to the Grower
Incentive fee? This is a fee payable to the Project Manager for achieving higher than a nominated return	Nil	Nil	15% of the amount by which the net proceeds from the sale of the timber exceeds the sum of \$19,750 (including GST) per hectare (Indexed from 30 June 2025)	
Credit (or similar) Card Merchant Fee In any case where an amount is paid by credit or similar card, there shall be added the appropriate merchants fee charge on the use of the card.	This fee is paid by a Grower who uses a credit or similar card to pay fees under the Project.			
Unforeseen Expenses This is a fee for unforeseen expenses incurred by the Project Manager e.g. in relation to fertiliser and/or insect issues	Nil	Refer to “How and When Paid”	Refer to “How and When Paid”	This fee can only be imposed if Growers vote to meet such expenses at a meeting of all Growers convened by the Project Manager. This fee is payable from the Grower’s own money upon the issue of an invoice by the Project Manager

Table 1 Fees and Other Costs (Per Hectare - Minimum 5 Hectares)

Type of fee or cost	Amount (per hectare)		How and when paid
Service fees	Financial Year 1 (Until 30 June 2026)	Financial Year 2 (1 July 2026 to 30 June 2027)	Subsequent Financial Years
Switching fee The fee for changing investment options	N/A	N/A	
Transfer of Interest The cost of transferring or assigning an interest in the Project to a different entity	The Responsible Entity will charge an administration fee of \$600 (including GST) to process a transfer of a Grower's interest in the Project to another entity in a secondary market	This fee is payable from the Grower's own money upon the issue of an invoice by the Responsible Entity	

Note: Amounts are inclusive of GST less any reduced input tax credits.

1. This proportion is subject to the final insurance fees. The cost of forestry insurance rose very significantly because of the insurance industry's reaction to the bushfires of the 2019/2020 summer. However, there have been signs that the market has been easing in recent years.



6. Additional Explanation of Fees and Costs

1. Indexation

Indexed means adjusted by the percentage increase (if any) in the Consumer Price Index (All Groups, Perth) most recently published by the Australian Bureau of Statistics for the previous 12 months or, if the Consumer Price Index is no longer published, such other replacement or substitute as is used by the Australian Bureau of Statistics as the measure of inflation in Australia.

2. Establishment Fee

Growers contribute a minimum of \$35,000 (including GST) (being the amount necessary to Establish 5 hectares of plantations at \$7,000 (including GST) and thereafter in multiples of \$7,000 (including GST) per hectare). There is no restriction on the maximum initial contribution that a Grower may make.

Each hectare of Project Land is likely to produce the same amount of wood regardless of whether the land is planted or Coppiced. Each hectare that is planted is likely to contain between 850 and 1,000 trees (with an average of about 925). Each hectare that is Coppiced is likely to contain approximately 600 stump stools, from which an average of 2 stems will develop, thereby yielding an average number of stems similar to planted land. The number of trees is determined by the soil, rainfall and other characteristics of each individual block.

3. Tending Fee

Growers will be charged an annual tending fee of \$220 (including GST) per hectare to manage the Plantation. The annual tending fee is Indexed from 30 June 2025, with the first payment on 30 November 2025 and thereafter on 30 September in each year from the Grower's own money.

4. Rental Fee

Growers will be charged an annual rental fee of \$650 (including GST) per hectare for rental of leased land. The rental fee is Indexed from 30 June 2025, with the first payment on 30

November 2025 and thereafter on 30 September in each year from the Grower's own money.

Notwithstanding that the Head Lease for a Leased Area may expire at the end of the month in which the Plantation on that Leased Area is Harvested, the obligation of a Grower to pay rent under the Sub-Lease will continue until the whole of the Project Land has been Harvested. However, the rent payable will reduce by the same proportion of the Project Land that has been Harvested as at the previous 30 June.

For example, if the Project Land totals 800 hectares and the area which has been Harvested is 50 hectares at 30 June 2032, the rent otherwise payable for the year ended 30 June 2033 will reduce by 6.25% per annum (50/800 multiplied by 100). If the Harvested area is 700 hectares as of 30 June 2033, the rent otherwise payable for the year ended 30 June 2034 will reduce by 87.5% per annum (700/800 multiplied by 100). If the Project Land is totally Harvested area in the next year, no rent will be payable in respect of the following year.

5. Insurance Fee

Growers will be charged an insurance fee. Historically, this has been in the range of 0.7% (including GST) of the insured value of the Plantation. The cost of forestry insurance rose very significantly because of the insurance industry's reaction to the bushfires of the 2019/2020 summer. However, there have been signs that the market has been easing in recent years.

Growers will also be charged a fee for the Project Manager's service to arrange such insurance for the Plantation. This fee is equivalent to 10% of the premium.

The Project Manager will use its best endeavours to arrange such insurance at the best price. The insurance fee is payable on 15 November 2025 and thereafter on 15 November in each year from the Grower's own money.



6. Harvesting, Transportation and Supervision Fee

Growers will be charged Harvesting, transportation & supervision fees. A 3.3% (including GST) Harvest supervision fee is payable to WA Chip & Pulp Co. There is discretion to deduct these fees from the proceeds of the sale of the timber prior to making any distributions to the Growers.

7. Incentive Fee

Growers will be charged an incentive fee payable to the Project Manager for achieving higher than a nominated return. The incentive fee is 15% of the amount by which the net proceeds from the sale of timber exceeds the sum of \$19,750 (including GST) per hectare, indexed from 30 June 2025. The Grower will pay these fees by way of deduction from the proceeds of sale of the timber prior to making any distributions to the Grower.

8. Credit (or Similar) Card Merchant's Fee

Where an amount is paid by a Grower using a credit or similar card, there shall be added the appropriate merchant's fee charge on the use of the card.

9. Unforeseen Expenses

There may be a fee for unforeseen expenses incurred by the Project Manager (e.g. in relation to fertiliser and/or insect issues). This fee can only be imposed if Growers vote to pay such expenses at a meeting of all Growers. This fee is payable from the Grower's own money upon the issue of an invoice by the Project Manager.

Table 2 - Joint Growers: Apportionment of Fees and Other Costs (Per Hectare)

Two applicants may participate in the Project as Joint Growers. Under this arrangement, both Joint Growers enter into each of the Project Agreements (including Sub-lease and/or agreement to Sub-lease). The first Joint Grower is responsible for all the fees payable in respect of all activities associated with the Establishment of the Plantation. The second Joint Grower is responsible for the payment of all rent, tending and insurance fees. The Joint Growers will each be entitled to equal shares of the proceeds of sale of the timber from their Plantation.

The first Joint Grower is required to pay the Establishment Fee i.e. a minimum of \$35,000 (including GST) (being the amount necessary to Establish 5 hectares of plantations at \$7,000 (including GST) and thereafter in multiples of \$7,000 (including GST) (equivalent to 1 hectare). The Second Joint Grower is required to pay both an annual sum for rental of the leased property and fees for the ongoing tending and insurance of the Plantations. The first annual sum for rental will be \$650 (including GST) per hectare (Indexed from 30 June 2025) and is payable on 30 November 2025. The first annual sum for tending will be \$220 (including GST) per hectare (Indexed from 30 June 2025) and will be payable on 30 November 2025. Subsequent amounts for both rental and plantation tending will be Indexed in each subsequent year to take account of inflation.

Each Joint Grower will be responsible for equal shares of all Harvesting, transportation and supervision costs and incentive fees payable out of the proceeds of the sale of the timber.

Each Joint Grower will guarantee and indemnify the corresponding Joint Grower's obligations.

Throughout this PDS, any reference to a Grower includes a reference to Joint Growers.

Directors' Guarantee

Where the Grower is a corporation, one or more of the directors of that corporation may be required to provide a Guarantee and Indemnity in respect of the Grower's obligations under the Project Agreements.

Taxation

For information about taxation and deductions, including the treatment of GST, you should read the section titled "Taxation Information (General)" on pages 17 to 19 of the PDS.

Eligible Recipients Payments

For information about payments to eligible recipients, you should read the section titled "Payments to Eligible Recipients" on page 20.

Table 3 - Prescribed Example of Annual Fees and Other Costs

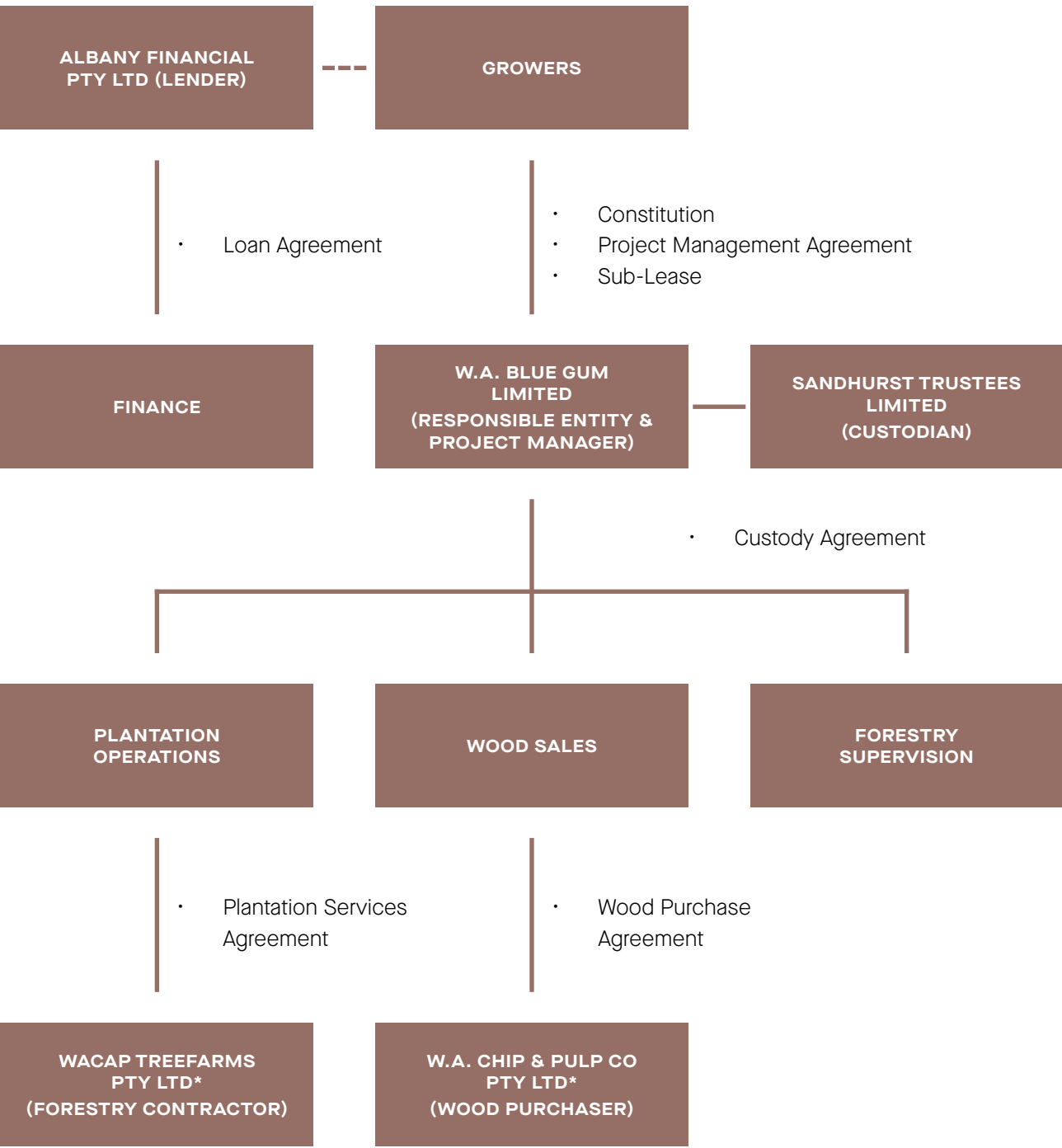
This table gives an example of how the fees and other costs charged on participation in the Project over a one-year period can affect a Grower's return. This table should be used to compare this product with other similar agribusiness managed investment products.

In accordance with the requirements of the Corporations Act, this table is based on a \$50,000 subscription.

Please note that amounts in the table are for illustrative purposes and have been subject to rounding. All amounts in the table are inclusive of GST.

Example - cost of Project in the financial year ending 30 June 2025 for 7.14 Hectares		Balance of \$50,000 with no further contributions
Contribution Fees	Nil	For every \$50,000 you put in you will be charged \$0.
Plus Management Costs (for 7.14 Hectares)	1. Rent $\$650 \times 7.14 = \$4,642.86$ Indexed 2. Tending Fees $\$220 \times 7.14 = \$1,571.43$ Indexed	And, for every \$50,000 you have in the Project you will be charged \$6,214.29 Indexed.
Equals cost of Project (For 7.14 Hectares)		If you had an investment of \$50,000 during the financial year ending 30 June 2026, you would be charged fees and costs of \$6,214.29.

Note: Additional fees may apply. Please note that this example does not capture all the fees and costs that may apply to you in any particular year. For instance: - insurance expenses which were historically 0.7% of the insured value.



* This company is ultimately owned by Marubeni Corporation

7. Other Details of the Project

7.1. The Responsible Entity

WABG, in its capacity as the Responsible Entity of the Project, is responsible for the operation and management of the Project. The Responsible Entity is an unlisted public company.

The Responsible Entity was granted its Australian Financial Services Licence on 22 December 2003. The Responsible Entity's Australian Financial Services Licence was varied by ASIC on:

- a. 5 August 2004 to authorise the Responsible Entity, in addition to operating the Project, to provide general product financial advice for interests in the Project to wholesale and retail clients;
- b. 9 June 2006 to ensure consistency with the extension of the "12 month rule" under the Tax Laws Amendment (2005 Measures No. 5) Act 2005 (Cth) and to incorporate the most current standard licence conditions that apply to licensees;
- c. 6 February 2008 to extend the maximum period for registering members' interests in the land to 15 months from the end of the income year in which the member first invests in the Project and to incorporate the most current standard licence conditions that apply to licensees;
- d. 28 May 2010 to permit the Responsible Entity to act as the responsible entity for another project (which did not proceed) and to add an additional "responsible manager";
- e. 23 May 2011 to permit the Responsible Entity to act as the responsible entity for the W.A. Blue Gum Project 2011 ARSN 150 828 283 and the Choice Forestry Project 2011 ARSN 150 830 121;
- f. 3 April 2012 to permit the Responsible Entity to act as the responsible entity for the W.A. Blue Gum Project 2012 ARSN 156 425 286;
- g. 15 May 2012 to permit the Responsible Entity

to act as the responsible entity for the Choice Forest Project 2012 (which did not proceed);

- h. 14 June 2013 to permit the Responsible Entity to act as the responsible entity for the W.A. Blue Gum Project 2013 ARSN 164 105 579;
- i. 18 February 2014 to permit the Responsible Entity to act as the responsible entity for the Australian Infrastructure Fund ARSN 089 889 761 (deregistered upon it having realised all its assets in May 2016);
- j. 24 June 2014 to permit the Responsible Entity to act as the Responsible Entity for the W.A. Blue Gum Project 2014 ARSN 600 137 022;
- k. 21 April 2015 to permit the Responsible Entity to act as the responsible entity for the W.A. Blue Gum Project 2015 ARSN 605 314 314;
- l. 24 March 2016 to permit the Responsible Entity to act as the responsible entity for the W.A. Blue Gum Project 2016 ARSN 611 340 062; and
- m. 2 May 2017 to permit the Responsible Entity to act as the responsible entity for schemes of a particular kind limited to forestry, including the Project and to remove the Australian Infrastructure Fund ARSN 089 889 761 (deregistered upon it having realised all its assets in May 2016) as a named scheme.

The following Projects are a scheme of the kind referred to in the variation of 2 May 2017 of which the Responsible Entity acts as the responsible entity:

1. W.A. Blue Gum Project 2018 ARSN 626 921 159, registered 28 June 2018;
2. W.A. Blue Gum Project 2019 ARSN 632 334 073, registered 26 March 2019;
3. W.A. Blue Gum Project 2020 ARSN 640 193 586, registered 21 April 2020;
4. W.A. Blue Gum Project 2021 ARSN 649 785 213, registered 7 May 2021;

5. W.A. Blue Gum Project 2022 ARSN 658 429 559, registered 8 April 2022;
6. W.A. Blue Gum Project 2023 ARSN 667 919 431, registered 23 May 2023;
7. W.A. Blue Gum Project 2024 ARSN 676 284 110, registered 11 April 2024; and
8. W.A. Blue Gum Project 2025 ARSN 685 870 688, registered 9 April 2025.

The Responsible Entity, in its own capacity, meets the financial requirements under its Australian Financial Services Licence including the minimum net tangible asset requirement of \$150,000.

Copies of the audited annual financial reports of the Responsible Entity are available from ASIC or by contacting the Responsible Entity.

7.2. The Project Manager

In addition to WABG acting as Responsible Entity, WABG, as trustee of the W.A. Blue Gum Management Trust (Trust), acts as the Project Manager. The Project Manager manages the Project for which it receives fees and rent from Growers, as detailed in Section 5.

Where the Project Manager receives amounts payable by Growers it utilises these funds to meet Project expenses, including growing and tending expenses. Harvest income is held by the Custodian in a dedicated bank account (the Proceeds Fund) and does not form part of the income or assets of the Trust or WABG.

WABG does not believe that its status as trustee of the Trust or Project Manager creates any conflict of interest with its duties as Responsible Entity. It is noted that Growers are independent and separate to the Trust, and do not become beneficiaries in the Trust as a consequence of being Growers.

7.3. Reports

The Project Manager may provide Growers with a report following completion of the Establishment of the Plantations setting out the

areas which have been Coppiced or planted with Blue Gum trees in accordance with the Plantation Development and Tending Plan.

Thereafter, the Project Manager will report to the Growers no later than 22 December in each year detailing any changes to the Plantation Development and Tending Plan, the actual operations performed on the Project Land, details regarding the health and vigour of the Plantations and any other matter which may affect the performance or viability of the Plantations.

In addition, a consulting forester will provide a separate professional report at least annually, and at other times if necessary.

7.4. Insurance

Every Grower is required to insure his Plantations every year against fire, through the Project Manager, if the Project Manager can arrange such insurance at a reasonable cost. Traditionally, the annual premium has been at a rate of about 0.7% of the insured value. The cost of forestry insurance rose very significantly because of the insurance industry's reaction to the bushfires of the 2019/2020 summer. However, there have been signs that the market has been easing in recent years. The Project Manager will use its best endeavours to arrange such insurance at the best price and will be entitled to charge a fee equivalent to 10% of the premium for this service. As the trees mature the value of the Plantations is expected to rise. A decision will be made separately each year as to the insured value, which may be less than the full market value. Furthermore, the insurer may be obliged to only cover a proportion of the insured value of the Project. However, the Project Manager will endeavour to ensure that the insured value will not be less than \$7,000 per hectare.

7.5. Compliance Plan

Parts of the Project are regulated by Chapter 5C of the Corporations Act.

Accordingly, the operations and business

activities are subject to both the Constitution and Compliance Plan. Both documents have been lodged with ASIC in accordance with the requirements of the Corporations Act.

The Compliance Plan outlines how the Project will be operated to ensure that it complies with the Corporations Act, the Constitution and any other operating requirements set down by the Board.

The principal purpose of the Compliance Plan is to ensure that the interests of Growers are protected. The Compliance Plan sets out the systems and methods by which the Responsible Entity's Board, officers, agents and employees will ensure that the Project and the Responsible Entity continue to comply with the Corporations Act and the Constitution and to continually monitor and review such compliance.

All Growers are entitled to obtain a copy of the Compliance Plan free of charge from the Responsible Entity.

7.6. Compliance Committee

The Responsible Entity has established a Compliance Committee in accordance with the terms of the Compliance Plan. The Compliance Committee members are:

- a. Paul Luntz M.Comm. (Wits), CA, Registered Company Auditor (Chairman);
- b. Manish Sundarjee B.Acc, CA, FPA (Aff); and
- c. Anthony Henry May OAM B.Ec. LL.B.

Paul Luntz and Manish Sundarjee are external members of the Compliance Committee. The Compliance Committee is scheduled to meet at least once every quarter and is responsible for monitoring the extent to which the Responsible Entity observes, performs and complies with its duties and obligations pursuant to the Constitution, the Corporations Act and the Compliance Plan.

The Compliance Committee is required to report to the Board of the Responsible Entity any findings of the Compliance Committee in relation to any failure by the Responsible Entity to comply with the Compliance Plan, any inadequacy in the Compliance Plan and any recommendations for

changes that the Compliance Committee considers should be made to the Compliance Plan, any breach or alleged breach of the Corporations Act involving the Project and any breach or alleged breach of the provisions of the Constitution. If the Compliance Committee is of the view that the Board has not taken and does not propose to take appropriate action to deal with a matter reported to the Board by the Compliance Committee under the Compliance Plan, the Compliance Committee must report that matter to ASIC as soon as practicable.

7.7. Audit of the Compliance Plan

- a. Both the financial and compliance plan audits are conducted by a qualified auditor on an annual basis; and
- b. The auditor must, as soon as possible, notify ASIC and the Compliance Committee in writing if the auditor has reasonable grounds to suspect that a contravention of the Corporations Act has occurred and believes that the contravention has not been and will not be adequately dealt with by commenting on it in the auditor's report or bringing it to the attention of the Responsible Entity.

The auditor:

- a. has a right of access at all reasonable times to all of the books and records of the Project and the Compliance Committee; and
- b. may require an officer of the Responsible Entity or a member of the Compliance Committee to give the auditor information and explanations for the purposes of the audit.

7.8. Conflicts of Interest

The Responsible Entity has established detailed procedures for managing conflicts of interest of any related party, officer or Director of the Responsible Entity, Custodian or member of the Compliance Committee to enable it to:

- a. provide a structured and systematic management process that takes into account the Responsible Entity's obligations under the Corporations Act;
- b. identify, assess and evaluate the risk of

conflicts of interest arising wholly, or partially, in relation to the provision of financial services by the Responsible Entity as part of its financial services businesses;

- c. establish and maintain measures, processes and procedures (including compliance measures, processes and procedures) designed to manage these conflicts of interest; and
- d. ensure that the quality of financial services provided by the Responsible Entity is not significantly compromised by the presence of conflicts of interest.

7.9. Complaints by Growers

The Responsible Entity has established detailed procedures for the handling of complaints by Growers, including the appointment of a Complaints Handling Officer. Growers can make a complaint by any reasonable means about any aspect of the Project by contacting the Responsible Entity or the Complaints Handling Officer of the Responsible Entity. The Responsible Entity will treat all complaints seriously and will deal with them in a timely manner having regard to the nature of the complaint. The Responsible Entity will endeavour to provide a final response to any complaints within 30 days of receiving a complaint. The Responsible Entity will act reasonably in attempting to resolve a complaint. If a complaint is not resolved to the satisfaction of the Grower, the Grower is entitled to initiate a formal dispute resolution process which involves attendance at a settlement conference with an independent person. If the parties are unable to resolve the dispute within seven days after attending the settlement conference, then either party may require the dispute be submitted to and settled by an independent expert. The decision of the independent expert will be final and binding on the parties.

As additional protection for Growers, the Responsible Entity is a member of the Australian Financial Complaints Authority (AFCA). AFCA is an entirely independent external disputes resolution scheme whose role is to receive, investigate and finalise complaints made against the Responsible Entity. AFCA may be

contacted by mail at GPO Box 3, Melbourne VIC 3001 or by telephone on 1800 931 678.

7.10. Anti-Money Laundering and Counter-Terrorism Financing Amendment Act 2007

The Responsible Entity is required to comply with the Anti-Money Laundering and Counter Terrorism Financing legislation (AML/CTF Law). This means the Responsible Entity will need to verify each Applicant's identity before accepting the Applicant's Application. To do this, the Responsible Entity may require further information from an Applicant. If such information is requested, the processing of Applications may be delayed until the requested information is received in a satisfactory form.

Information may also need to be disclosed to government or law enforcement agencies and independent contractors to satisfy the Responsible Entity's obligations under the AML/CTF Law. The Responsible Entity may also disclose this information to other entities involved in the Project, to the extent that this information is required to fulfil that entity's obligations under the AML/CTF Law.

7.11. Privacy

An Application Form will provide the Responsible Entity with some personal information about an Applicant. The Privacy Act 1988 (Cth) regulates the way the Responsible Entity collects, uses, disposes, keeps secure and gives people access to their personal information. The Responsible Entity is committed to managing and only using personal information in ways that comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

Personal information in Application Forms will be used to evaluate Applications for Interests in the Project and to manage and report to Growers on their investment. Grower's names will also be publicly accessible. The Responsible Entity will retain the information for record-keeping purposes, however, once the personal information is no longer required the Responsible Entity will either destroy it or retain it in a way that does not identify that it relates to Applicants.

Applicants have the right to know the information the Responsible Entity holds about them and

to require the Responsible Entity to correct any error. In this regard, Applicants can assist the Responsible Entity to keep their details up to date by advising the Responsible Entity of any information that appears incorrect.

Applicants can call the Responsible Entity or write to the Responsible Entity to obtain details about the information the Responsible Entity holds about them.

The Responsible Entity may also use Applicant's contact details to let Applicants know about other investment opportunities with W.A. Blue Gum Limited. If Applicants prefer not to receive these communications, they can call our office at 1300 888 511, or visit the privacy policy at www.wabluegum.com.au to see how they can opt out of receiving these communications.

If the Responsible Entity is obliged to do so by law, the Responsible Entity will pass personal information to other parties strictly in accordance with that relevant legal requirement.

Applicants can obtain a copy of our privacy policy anytime by contacting the Responsible Entity or going to the website at www.wabluegum.com.au.

7.12. FATCA

FATCA is a US law, effective 1 July 2014, which impacts investors worldwide. FATCA attempts to minimise US income tax avoidance by US persons investing in assets outside the US. FATCA requires reporting of US persons' direct and indirect ownership of non-US accounts and non-US entities to the IRS.

The Australian Government has entered into an Inter-Governmental Agreement (IGA) with the US Government for the exchange of taxpayer information. Under the IGA, financial institutions operating in Australia report information to the ATO rather than the IRS. The ATO may then pass the information onto the IRS.

The Project is not open to investment by an applicant who is a FATCA person (FATCA Person) as follows:

- a US citizen or US tax resident; or
- a corporation, trust, partnership or estate in which a US citizen or US tax resident has a substantial or controlling interest.

A US citizen or US tax resident includes:

- anyone born in the US (who hasn't renounced their US citizenship);
- a US citizen (including persons with dual or multiple citizenships); and
- US lawful permanent residents (e.g. green card holders).

If you think you may be a US tax resident, but are not certain, you should seek specialist tax advice.

The Application Form for an Interest in the Project contains a declaration by the Applicant that the Applicant is not a FATCA Person and the Applicant will not hold an Interest in the Project on behalf of a FATCA Person. Despite that declaration, if the Responsible Entity should become aware that a Grower is a FATCA Person or holds an Interest in the Project on behalf of a FATCA Person, the Responsible Entity is required to provide information about the Grower to the ATO.

7.13. Common Reporting Standards

Common Reporting Standards (CRS) are the single global standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax non-residents that invest in certain financial accounts. The standard covers both the identification of tax non-residents and reporting on the applicable financial accounts. The Responsible Entity will be a 'Reporting Financial Institution' under CRS and intends to comply with its CRS obligations under any relevant Australian laws and regulations, including obtaining and disclosing information about certain investors to the ATO or other foreign tax authorities as required.

To assist us in complying with this obligation, we may request certain information from you.



8. Independent Forestry Expert's Report

The Directors

WA Blue Gum Limited
140 William Street
MELBOURNE VIC 3000

Dear Sirs

Product disclosure statement – WA Blue Gum Project 2025

1. Introduction

This report, dated 16 April 2025, has been prepared for inclusion in a Product Disclosure Statement for WA Blue Gum Limited for its 2025 Project, through which the public may participate in the development of Tasmanian blue gum (*Eucalyptus globulus*) plantations in the south-west of Western Australia.

2. Species Background

Tasmanian blue gum is an Australian eucalypt species native to Tasmania and some southern parts of Victoria. It is a commercially important plantation tree species grown across southern Australia, typically as a short rotation crop (10 to 12 years) producing high quality woodchips for export to pulp and paper factories in Asia.

In optimal plantation conditions Tasmanian blue gum is a fast-growing species with young trees growing two metres in height per year. In the south-west of Western Australia, yields on very good sites in the lower south-west can exceed 30m³/ha/year and sometimes reach 40m³/ha/year.

Commercial plantations in Australia are concentrated in the south-west of Western Australia, the “Green Triangle” in Victoria and South Australia, and in Tasmania.

Plantation-grown Tasmanian blue gum is valued for its short, high-quality fibres, its high pulp yield and its high bulk density, making it the most sought-after species for manufacturing premium quality printing paper.

Tasmanian blue gum is a superior species for producing high quality paper than Western Australia's two woodchip-producing native species, karri (*Eucalyptus diversicolor*) and marri (*Corymbia calophylla*). The CSIRO has in fact found that Tasmanian blue gum raised and grown in Western Australia now provides significantly better quality and higher pulp yields than the native Tasmanian blue gum trees from Tasmania.

During the 1990s and early 2000s, a number of Managed Investment Schemes established significant areas of Tasmanian blue gum plantation on marginal quality land or areas with insufficient or unreliable rainfall. Many plantations failed and hard lessons have been learned.

3. Managerial Capacity

WA Blue Gum Limited has been successfully growing Tasmanian blue gum in south-west WA for many years. Its success is underpinned by five key requirements:

- i. Adequate rainfall and good quality land to maximise tree growth.
- ii. Plantations within an economic haul distance to existing export ports at Bunbury and Albany.
- iii. A reputable and reliable plantation manager to grow the tree crop and deliver the product to port at an acceptable cost.
- iv. Well established marketing arrangements with credible buyers.
- v. Continuous monitoring of each step from securing suitable land through to harvesting and exporting of woodchips to overseas buyers.

WA Blue Gum Limited has subcontracted the task of securing land, establishing and managing the trees to WA Plantation Resources (WAPRes), a reputable, reliable and competent plantation manager. WAPRes is solely owned by the Marubeni Corporation, one of Japan's leading

trading houses and importers of woodchips for their pulp and paper customers throughout Asia.

WA Blue Gum Limited sells its woodchips to two buyers: (i) W.A Chip & Pulp Co. with its export facility at Bunbury and (ii) Australian Blue Gum Plantations Pty Ltd (ABP) with its export facility at Albany.

Harvesting of logs, haulage and chipping at Bunbury is subcontracted to WACAP Treefarms. Harvesting, in-field chipping and haulage of chips to Albany is subcontracted to ABP.

Sales of woodchips to W.A Chip & Pulp Co. is covered by a Wood Purchase Agreement between W.A Chip & Pulp Co. and WA Blue Gum Limited.

Sales of woodchips to ABP is based on annually negotiated agreements with WA Blue Gum Limited. It should be noted that ABP, a subsidiary of Global Forest Partners with \$5 billion of funds under management in global forests, requires significant volumes of third-party woodchips to maintain throughput at its Albany export facility.

WA Blue Gum Limited therefore plays an important role in the viability of both the Albany and Bunbury export woodchip industries.

WACAP Treefarms, with its main office in Bunbury, manages plantation estates on behalf of a number of clients in the south-west of WA. Its operations are certified by the Forest Stewardship Council.

4. Land Selection

Preferred soils for WA Blue Gum Limited's plantations are gravelly loams over deep, well-structured clays on gentle topography. Farm properties with well-developed pasture and a history of at least five years of effective fertiliser application are prioritised. Increasingly, second rotation sites with a proven capacity to grow Tasmanian blue gum are targeted. These sites are proving to be highly productive.

Reliable and adequate rainfall is essential for the growth of Tasmanian blue gum. Sites are chosen

with a minimum average annual rainfall of 700mm.

The normal locations of sites for WA Blue Gum Limited's projects are in and around Scott River (near Augusta), Nannup, Pemberton, Bridgetown, Manjimup and Northcliffe.

5. Plantation Establishment

The standard prescriptions adopted by WACAP Treefarms in establishing and tending Tasmanian blue gum plantations are listed below:

5.1. New planting:

- i. Produce high-quality seed from its own seed orchards.
- ii. Raise seedlings in its own nursery.
- iii. Establish either ripped planting lines or mounds prior to rainfall.
- iv. Establish access roads/tracks and water points as necessary.
- v. After rainfall and grass germination, apply a combination of knockdown and residual herbicide along ripped or mounded planting lines.
- vi. Plant seedlings 2 to 2.5m apart in rows 4 to 5 m apart, giving a stocking of 1000 seedlings per hectare or perhaps slightly more depending on each particular block.
- vii. Apply fertiliser and insect control such as "Shield".
- viii. Monitor the plantation on an ongoing basis.

5.2. Second rotation by coppice:

- i. Assess number, quality and vigour of coppice shoots from stumps of harvested trees.
- ii. If quality and vigour of coppice shoots is satisfactory, and if the number of coppice shoots is either greater than 650 per hectare and evenly spaced, or less than 1400 per hectare and provided there is no risk of drought, do not thin the coppice.

- iii. If number of coppice shoots is greater than 1400 per hectare and there is any risk of drought, either thin the coppice at about age two years or allow the block to thin naturally.
- iv. Apply fertiliser as necessary, bearing in mind that a second rotation crop will need additional fertiliser to replace nutrient loss.

5.3. Second rotation by new planting:

- i. Assess number, quality and vigour of coppice shoots from stumps of harvested trees.
- ii. If the coppice is deemed unsatisfactory, replant the site as per 5.1 above, after removing the coppice using herbicide.

6. Productivity Monitoring

When planted on good soils with adequate rainfall, Tasmanian blue gum is a fast-growing tree by any standard. With continuous improvement in tree breeding and plantation practices, growth rates should continue to increase.

As WA Blue Gum Limited's plantation manager, WACAP Treefarms ensures plantation productivity is carefully monitored against site-related volume curves. These curves are developed by sampling growth on existing plantations on various soil types and in areas of different annual rainfall. Growth rates are measured and recorded as "mean annual increment" (average wood volume per hectare per year) for the range of site classifications.

WACAP Treefarms formally inspects its new and second rotation plantations monthly or as required for the first six months. Thereafter to the time of harvest, inspections are carried out approximately every six months.

Plantation wood volumes are determined in sample plots by measuring diameters at breast height and tree height. These measurements are undertaken at age 4.5 years and at 7.5 years. The first volume measurement signals any management action that may need to be undertaken, such as application of additional fertiliser. The second volume measurement gives a reliable forecast of expected yield at harvest time.

7. Risks

7.1. Drought:

Tasmanian blue gum does not tolerate drought. It is therefore important that plantations be established in areas of proven rainfall. The south-west of WA has been experiencing a reduction in annual rainfall for approximately five decades. Harsh lessons were learned when Tasmanian blue gum plantations were established during the 1990s and early 2000s in areas of inadequate annual rainfall.

To minimise the risk of tree death due to drought, WACAP Treefarms will only select properties within the 700mm rainfall isohyet. In addition, WACAP Treefarms conducts extensive soil surveying on candidate properties. Soil type and depth of soil are important factors with respect to soil moisture capacity and retention.

7.2. Salinity:

Rising saline ground water has been a significant issue in parts of the greater south-west, particularly in the drier wheat belt and sheep belt where native vegetation was extensively cleared during the middle decades of the last century.

Tasmanian blue gum does not thrive when soil salinities are greater than EC 50 mS/m. WACAP Treefarms is very aware of the risk of salinity and will take sample measurements when considered necessary, although this risk is unlikely given that Tasmanian blue gum plantations are not established in salt risk areas.

7.3. Fire:

Bushfire is a constant threat during the months of November through to April in the south-west of WA. Fortunately, Tasmanian blue gum plantations established on ex farmland where grasses are well controlled present a low fire hazard as there is minimal buildup of leaf litter, at least up to about age eight. On second rotation sites, residual harvesting debris can pose a fire risk for about two years until it decomposes.

WACAP Treefarms plays an active role in fire protection and suppression work as plantation manager for WA Blue Gum Limited. WACAP Treefarms is a member of the Plantation Industry

Fire Cooperative, under which Agreement all plantation companies in the south-west agree to fight bushfires in or threatening their plantations regardless of which member company's plantation/s are under threat.

It is also fortunate that Western Australia is a State which strongly supports prescribed burning to reduce forest fuels. This support starts with government agencies responsible for managing all State forests and National Parks. The extent of damage from bushfires, whether to lives, infrastructure or plantation assets, is consequently much less than that experienced in the eastern states.

To date, Tasmanian blue gum plantation losses in Western Australia have been relatively small. It is important to note that fire is an insurable risk.

7.4. Insects:

Tasmanian blue gum is a species with a medium to high risk of insect attack. In Western Australia, the most common insect pests are the eucalypt weevil and spring beetle. WACAP Treefarms staff are well trained in identification of insect pests and actively monitor plantations, particularly soon after planting. A range of treatments are used successfully to control insect outbreaks.

8. Harvesting, chipping and transport of product

WA Blue Gum Limited's plantations are typically harvested after 10 to 12 years. Harvesting is carried out using mechanical harvesting "heads" coupled to excavators. These efficient and productive machines are able to harvest stems down to a diameter of less than 50mm, thus maximising wood yields. The harvesting process also removes the bark which remains in the plantation, along with the branches, twigs and leaves, thus leaving an important amount of nutrient-rich biomass in the field.

The logs produced by the harvesting machine are picked up and carried ("forwarded") by a machine known as a forwarder to the plantation roadside. The logs are then either trucked to WACAP Treefarm's chipmill at Bunbury, or chipped

on site and the chips transported to the Albany Chip Terminal at the Albany port. With two export facilities to choose from, haulage costs can be minimised.

9. Market Outlook

It is expected that the Project 2025 plantations will be harvested after 10 to 12 years, or around 2035-2037. Depending on factors such as haulage distance and woodchip prices at that time, the logs (or chips) may be delivered to either Bunbury (W.A Chip & Pulp Co.) or Albany (ABP).

Given the history of demand in Asia for Tasmanian blue gum woodchips generally, and from Western Australia in particular, and provided there are no unforeseen circumstances which may have adverse effects on the industry, the financial viability of Tasmanian blue gum plantations grown on good sites in the south-west of Western Australia should remain strong. In addition, the following factors are relevant and should be considered:

- i. In the past, most export sales of woodchips were denominated in Australian dollars, thus establishing a meaningful nexus with the Australian inflation rate. Since 2014 however, China has become the dominant woodchip export partner and the Chinese/Japanese prices have converged and are now almost solely negotiated in US dollar terms. A rise in the Australian dollar would be expected to result in lower prices and a fall would be expected to result in price increases.
- ii. The cessation of commercial logging in native forests in Western Australia and in Victoria in 2024 means no native forest-sourced woodchips are now available to the market. "Ecological thinning" however in Western Australian regrowth native forests may eventually release some karri (*Eucalyptus diversicolor*) woodchips onto the market, but this is unlikely in the short term at least.
- iii. The demand for woodchips suitable for manufacture of paper products shows no signs of abating as the world population increases, despite the "paperless office". Small increases in living standards in countries such as China and India tend to

result in greatly increased consumption of paper products including writing paper, tissue paper and packaging paper.

- iv. Continuous improvement in Tasmanian blue gum tree breeding will lead to increased pulp yields and increased fibre quality.
- v. The south-west of Western Australia is located closer to Asian markets than most other Tasmanian blue gum-growing areas or countries, providing a significant shipping freight advantage.
- vi. Emerging markets for woodchips in India, Indonesia, Korea and Taiwan should provide further confidence to investors in Tasmanian blue gum plantations in Western Australia.

The information contained in this report has been gained as a result of my own enquiries and I have not relied on any representations made to me by the Project Manager, WAPRes, W.A Chip & Pulp Co., WACAP Treefarms or any other person or organisation.



John Clarke BSc(For)
Director, JC Forestry,
ABN 32934077281

Perth, WA
16 April 2025



9. Principal Agreements

This section contains a summary of various provisions of the Constitution and other principal agreements relating to the Project. All Growers are entitled to inspect and obtain a copy of the Constitution and principal agreements (other than the Head Lease and Plantation Service Agreement) free of charge from the registered office of the Responsible Entity during normal business hours. Growers should not rely on this summary but should refer to the documents themselves.

Please note that all capitalised terms in the body of this PDS are defined in Section 12 (Glossary of Terms) except those that appear in this Section 9. The capitalised terms that appear in this section are defined by reference to the particular agreement.

9.1. Summary of Constitution

a. Establishment of the Project

The Constitution is the document under which the Project is established and is registered with ASIC.

b. Parties

The parties to the Constitution are the Responsible Entity and each Grower. By signing the Application Form attached to this Product Disclosure Statement, the Applicant agrees to be bound by the terms of the Constitution as if the Applicant had signed the Constitution.

c. Application Moneys

To acquire an Interest in the Project, an Applicant must pay to the Custodian, on behalf of the Responsible Entity, the Application Moneys specified in the Constitution.

The Responsible Entity will maintain an account with a bank or other financial institution into which all Application Moneys will be deposited ("the Application Fund"). The Custodian will disburse the funds in the Application Fund for Establishment of the Plantation Allotments.

d. Project Property

The Custodian, on behalf of the Responsible Entity, will hold all Project Property for the

Growers for the term of the Project.

e. Distributions of Income

- i. All Harvest Income due to the Growers will be payable to the Responsible Entity and deposited into a Proceeds Fund. As soon as convenient after receipt of payment of any monies into the Proceeds Account, the Responsible entity will distribute such Harvest Income as follows:
 - a. first, the Project Manager will be paid by each Grower, by way of reimbursement for all costs, expenses and outgoings properly incurred in carrying out the Harvesting of the timber on the Plantation Allotments;
 - b. secondly, the Project Manager will be entitled to be paid by each Grower any amounts specified as payable to the Project Manager pursuant to the Project Agreements;
 - c. after payment of the Responsible Entity's remuneration under Clause 8 of the Constitution, the balance will be distributed pro rata to the Growers. In the case of Joint Growers, the balance will be distributed among them in equal shares.
- ii. The Responsible Entity will be entitled to deduct from the Harvest Income to be distributed to Growers any amounts owing to the Project Manager in respect of fees, rent and other expenses.

f. Fees and Charges

Under the Project Agreements, the Project Manager will be entitled to receive the following amounts:

- i. all tending fees and rent payable by the Growers;
- ii. any incentive fee which becomes payable;
- iii. any other amounts due (e.g. credit card fees); and
- iv. all payments authorised by a meeting of Growers to meet unforeseen expenses in relation to fertiliser or insect issues.

g. Register of Growers

The Responsible Entity will maintain a register of Growers containing the names and addresses of the Growers, a description of the Plantation Allotments leased by each Grower, the date when each Grower was entered in the Register, the date on which the person ceased to be a Grower and, if applicable, that they are Joint Growers.

h. Assignment of Interest

Subject to the terms of the Constitution and Project Agreements, each Grower may assign its rights and privileges under the Constitution and Project Agreements. Each assignment must be in writing in a form acceptable to the Responsible Entity and executed by the assigning Grower and by the assignee and delivered to the Responsible Entity.

i. Power to Borrow

The Responsible Entity may borrow for the purposes of the Project and may pledge the Project Property as security for the borrowings.

j. Indemnity

The Responsible Entity has a right of indemnity out of the Project Property in respect of:

- i. any liability incurred by the Responsible Entity in the proper performance of its duties under the Project; and
- ii. all fees payable and costs recoverable by the

Responsible Entity under the Constitution.

This indemnity continues after the Responsible Entity ceases to be the responsible entity for the Project, unless it is a result of negligence, fraud, breach of duty or breach of trust by the Responsible Entity.

k. No Right to Withdraw

Once a Grower's Interest has been registered, the Grower has no right to withdraw from the Project or to require the Responsible Entity to purchase its Interest.

l. Additional Powers of the Responsible Entity

- i. The Responsible Entity must not pay money from the Project Property unless authorised by the Constitution or the Corporations Act or where the payment is in respect of:
 - a. ordinary bank charges and statutory fees;
 - b. any payments which are required to be made in relation to investments made from money held in the Proceeds Fund or Application Fund from time to time (including stamp duty and transactional costs); or
 - c. payments authorised by an Ordinary Resolution of a meeting of Growers.
- ii. In addition to the powers under the Constitution and the Corporations Act, the Responsible Entity may do anything necessary for the proper and efficient establishment, management and development of the Project.

m. Other Activities of the Responsible Entity Subject to the Corporations Act

The Responsible Entity may:

- i. deal with itself in its capacity as manager, trustee or responsible entity of any other trust or scheme or in any other capacity; or
- ii. be interested in any contract or transaction with itself or any Grower in its capacity as manager, trustee or responsible entity of any other trust or managed investment scheme or in any other capacity.

n. Change of Responsible Entity

The Responsible Entity may only be changed in accordance with Division 2 of Part 5C.2 of the Corporations Act.

o. Meetings of Growers

- i. The provisions of Part 2G.4 of the Corporations Act apply to meetings of Growers.
- ii. The Responsible Entity may convene a meeting of Growers for such purpose as it sees fit.

p. Period of the Project

- i. Unless terminated earlier, the Project will terminate 15 years from the date of acceptance by the Responsible Entity of the last Application. However, the Growers may by Extraordinary Resolution extend the Project, provided that the Responsible Entity agrees to such extension.
- ii. Upon termination of the Project, all rights and obligations under the Project Agreements will terminate.

q. Winding Up of the Project

The Responsible Entity shall wind up the Project or cause the Project to be wound up in certain circumstances, including the following:

- i. the Project comes to the end of its term;
- ii. the Growers direct the Responsible Entity to wind up the Project by Extraordinary Resolution; and

- iii. the Responsible Entity considers that the purpose of the Project has been accomplished or cannot be accomplished and commences a process by giving notice to ASIC and the Grower of that opinion.

r. Amendment of the Constitution

The Constitution may be modified in accordance with the Corporations Act by the Responsible Entity. The Responsible Entity shall obtain the approval of a Special Resolution of Growers at a duly convened meeting of Growers in respect of any amendment to the Constitution unless the Responsible Entity reasonably believes the proposed amendment will not adversely affect the rights of any Grower.

9.2. Summary of Custody Agreement

Under the Custody Agreement dated 16 February 2016 and a letter agreement in relation to the Scheme dated 28 March 2025, the Responsible Entity has appointed Sandhurst Trustees Limited ACN 004 030 737 ("Custodian") to act as custodian of the Scheme's Project Property.

The Custodian is required to hold the Property in accordance with the Custody Agreement, the Corporations Act and relevant ASIC regulatory guides and will, with due diligence and skill, act at all times in the best interests of the Scheme:

- a. ensure the Property is at all clearly identifiable as property of the Scheme, held separately from other property of WABG, the Custodian and the property of any other managed investment scheme, held in a proper and safe manner and on trust;
- b. maintain proper custodial standards, including employing suitably qualified and experienced custodial staff and maintaining adequate administrative resources;
- c. act only in accordance with the Authorised Instruction of the Responsible Entity;
- d. comply with all financial requirements of a custodian of the property of a managed investment scheme;
- e. maintain up-to-date and accurate records in relation to the Scheme; and

- f. report any material events which may be of interest or concern to the Responsible Entity.

The Responsible Entity will pay to the Custodian an agreed annual fee and will indemnify the Custodian in respect of any liability it incurs as a result of performing its obligations under this agreement or acting in accordance with Authorised Instruction from the Responsible Entity.

The Custody Agreement may be terminated by either party with three months' written notice. The Custody Agreement may also be terminated by the non-defaulting party for an Event of Default or by the Responsible Entity if the Responsible Entity believes the Custodian is not complying with or unlikely to comply with any of its obligations under the Custody Agreement.

9.3. Summary of Project Management Contract

a. Parties

The Project Management Contract ("Contract") will be between each Grower (including Joint Growers) and the Project Manager.

b. Services to be Provided by Project Manager

The Project Manager will perform or cause to be performed all the Plantation Services in relation to the Land and the Plantation as are set out in the Plantation Development and Tending Plan ("Plan") and will do so in accordance with sound Silvicultural and environmental practices, including:

- i. the Establishment of the Plantation within the Establishment Period (including the carrying out of Coppicing activities, the provision of sufficient healthy Blue Gum seedlings to achieve the stocking rate/spacing set out in the Plan and the planting of the seedlings) for the purposes of felling and Harvesting;
- ii. managing the Plantation in a proper and skilful manner in accordance with the Plan; and
- iii. tending, maintaining and generally monitoring and caring for the Plantation so as to ensure as far as is reasonable the health and vigour of the Plantation.

c. Term of the Contract

The Contract will terminate when the whole of the Plantation has been Harvested for the first time. If all necessary approvals for the Establishment of the Plantation are not obtained within 17 months from the date of the Contract, the Grower may give notice to the Project Manager and the Contract will then be at an end and all amounts paid are to be refunded.

d. Reports by Project Manager

The Project Manager shall provide:

- i. a report not later than 22 December of each year, detailing since the commencement of the Contract, or thereafter since the last report, any changes to the Plan, the actual operations performed on the Land or to the Plantation, details of the health and vigour of the Plantation including details of any unforeseen outcomes which have affected the performance or viability of the Plantation, details of any foreseeable outcomes which are likely to affect the performance or viability of the Plantation, and the outcome of any inventory of volume assessments which have been taken; and
- ii. a report as soon as practicable following the completion of the Establishment of the Plantation setting out the area comprising the Establishment Area.

e. Assignments

- i. A Grower shall not assign or otherwise dispose of its rights and obligations under the Contract, unless the Grower provides to the Project Manager a guarantee and indemnity in a form approved by the Project Manager in respect of the performance by the proposed Assignee of each obligation of the Grower.
- ii. The Project Manager may assign its rights and obligations to a suitably qualified person who must covenant to perform all the responsibilities of the Project Manager. The Project Manager may contract to another person any of its responsibilities under the Contract.

f. Payments to the Project Manager

The Grower agrees to pay to the Project Manager all the amounts payable to the Project Manager, which are contained in the Project Management Contract (see also Section 5 - Fees and Costs).

g. Termination in the Event of Default

- i. The Project Manager will be entitled to terminate the Contract if the Grower defaults under the Contract and the default has continued, in the case of an obligation to pay money, for a period of 14 days and in any other case, for a period of 1 month after receipt by the Grower of written notice from the Project Manager specifying the default and requiring the default to be rectified.
- ii. The Grower will be entitled to terminate the Contract if the Project Manager becomes insolvent, ceases to carry on business or is in default of any obligation under the Contract and such default shall have continued for a period of 4 months after receipt by the Project Manager of written notice from the Grower specifying the default and requesting that the default be remedied.
- iii. Either party may terminate the Contract if the Sub-lease is terminated.

9.4. Summary of Sub-lease

a. Parties

The Sub-lease will be between WABG ("the Landholder") and each Grower (or in the case of Joint Growers, both the first and second Joint Growers with the Second Joint Grower being exclusively responsible for the payment of Rent), whereby the Landholder sub-lets the Leased Area to the Grower/Joint Growers. If the Second Joint Grower does not pay the Landholder any amount within 28 days after it has become due, the First Joint Grower is responsible for the payment of the outstanding amount(s).

b. Approval by Planning Commission

Where approval is required for the Sub-lease pursuant to Sections 136 and 140 of the Planning and Development Act 2005 (WA), the Sub-lease is entered into on the

basis that the approval is obtained within 17 months from the date of the Sub-lease.

c. Rent

The Grower, or in the case of Joint Growers, the second Joint Grower, will pay to the Landholder during the Term the Rent as follows:

- i. for the period until 30 June 2025 (if any) - nil;
- ii. for the year commencing 1 July 2025, the sum of \$650 (including GST) per hectare (Indexed), payable on 30 November 2025;
- iii. for the second and subsequent years of the Term, including any extended Term, the amount payable for the previous year adjusted by the increase (if any) in the Consumer Price Index (All Groups, Perth) during the preceding 12 months payable on 30 September in each year; and
- iv. subject to the right of the Grower to adjust the Establishment Area in accordance with Section 9.4(g) below.

In the event that the Project Harvest Date occurs after the expiry of the Term, a Grower's obligation to pay Rent will continue until the Project Harvest Date but reducing each year by the same proportion as the Project Land that has been Harvested by 30 June of the preceding year.

d. Grower's Covenants

The Grower's covenants include:

- i. to punctually pay the Rent;
- ii. to Establish, tend and manage the Plantation in a proper and skilful manner and in accordance with sound Silvicultural and environmental practices adopted within the forestry industry and, as and when appropriate, prepare, cultivate, spray herbicides and insecticides, fertilise and Harvest the Plantation and use the Leased Area solely for the purpose of the Plantation;
- iii. to comply with and obey all Acts and regulations, by-laws, orders, ordinances and rules made in respect of or applying to the use or occupancy of the Leased Area.

e. The Landholder's Covenants

The Landholder's covenants include:

- i. to permit the Grower, upon paying the Rent (or in the case of Joint Growers, the second Joint Grower paying the Rent), to peaceably and quietly enjoy the Leased Area during the Term, without any interruption by the Landholder or any person or persons claiming under or through the Landholder;
- ii. to comply with the provisions of the Head Lease;
- iii. to punctually pay all rates, taxes and other charges levied on the Landholder by any local or other Government Authority in respect of the Leased Area.

f. Further Covenants

The Landholder and the Grower agree (inter alia) that:

- i. each party shall have the right with the approval of the other party (which approval shall not be unreasonably withheld) to assign or otherwise dispose of its rights under the Sub-lease provided that the transferring party first obtains a deed of covenant by the proposed assignee or person who receives the disposal (the "Grantee") containing a covenant by the Grantee in favour of the non-transferring party that the Grantee will at all times during the Term observe and perform all or any of the covenants contained or implied in the Sub-lease to be observed or performed by the transferring party; and
- ii. the Plantation and all carbon and other environmental credits derived from the Plantation (if any) are and shall remain to the extent permitted by law, the property of the Grower until the end of the Term and the Grower shall be entitled to Harvest the Plantation and to retain all income from the sale thereof. Any corresponding debits arising out of the activities of the Grower will be debited to the Grower upon those debits occurring.

g. Damage to or Reduction in the Viability of the Plantation

- i. If the whole or a substantial part of the Plantation is damaged by fire or any other cause whatsoever or an independent forestry consultant commissioned by the Grower determines that it is no longer commercially viable to continue to operate the Plantation or any portion thereof, then the Grower shall be entitled to assess the extent of the damage to the Plantation and may terminate the Sub-lease or reduce the Establishment Area by the area which has been damaged or is no longer viable.
- ii. If the Sub-lease is terminated or the Establishment Area is reduced, the Grower shall, if so directed by the Landholder:
 - a. in the case of termination of the Sub-lease, Harvest and remove all stumps, Wood and debris from the Leased Area and reseed to pasture; or
 - b. in the case of reduction of the Establishment Area, Harvest and remove all stumps, Wood and Debris from the Leased Area which has been damaged or is no longer viable, and (if practicable) fence off and reseed to pasture that area.

h. Termination in the Event of Default

- i. The Landholder may terminate the Sub-lease if the Grower fails to perform or observe any covenants conditions or stipulations contained in the Sub-lease and such default shall have continued in the case of an obligation to pay money for a period of 14 days or in any other case for a period of one month after receipt by the Grower of written notice from the Landholder requiring the default to be rectified.
- ii. The Grower shall be entitled to terminate the Sub-lease if the Landholder is in default of any obligation under the Sub-lease and such default shall have continued for a period of one month after receipt by the Landholder of written notice from the Grower requesting that the default be remedied.

i. Summary of Agreement to Sub-lease (if applicable)

The Agreement to Sub-lease will be between WABG and the Grower, or in the case of Joint Growers, both the first and the second Joint Grower, where not all Project Land is available for that Grower/ Joint Growers on or before 30 June 2025.

- i. The parties undertake to enter into a Sub-lease of the Land on or before the Starting Date, which date shall be no later than 30 September 2026.
- ii. WABG will promptly apply for and obtain all approvals from all relevant authorities for the use of the Land for the purposes of the Project.
- iii. The Grower irrevocably authorises WABG to complete the Sub-lease by inserting relevant details.
- iv. The parties will obey, and are bound by, all the provisions of the Sub-lease from the Starting Date.
- v. WABG may assign any of its obligations under the Agreement or enter into a contract to sell or transfer its interest in the Land provided that any assignee or purchaser agrees to assume the obligations of WABG and the assignee or purchaser is a respectable and solvent person capable of performing the obligations of WABG under the Agreement.

j. Summary of Head Lease

The Project Manager leases the Project Land from various farmers directly or indirectly. In all instances, the head lease with the Project Manager is on arm's length commercial terms and is to be registered with Landgate, the Western Australian Office of Titles, thereby protecting the Project Manager's and ultimately the Grower's interest in the Project Land.

9.5. Summary of Plantation Services Agreement

a. Parties

The Plantation Services Agreement is between the Project Manager and WACAP Treefarms Pty Ltd ("Forestry Contractor").

b. Services to be Provided by the Forestry Contractor

The Forestry Contractor will perform all the services in relation to each Plantation in accordance with sound Silvicultural and environmental practices adopted within the forestry industry, including:

- i. the Establishment of the Plantation (including the carrying out of Coppicing activities and the acquisition and planting of sufficient healthy Blue Gum seedlings to achieve the minimum survival rate set out in the Plantation Development and Tending Plan); and
- ii. the tending of the Plantation in a proper and skilful manner in accordance with the Plantation Development and Tending Plan.

c. Term of the Agreement

The Agreement shall terminate upon the first to occur of the completion of the Harvest of the Plantation or the termination of the Head Lease.

9.6. Summary of Wood Purchase Agreement

a. Parties

The Wood Purchase Agreement is between each Grower, WABG, as representative of the Growers, and W.A. Chip & Pulp Co. ("the Purchaser").

b. Sale and Purchase of Wood

WABG agrees to sell and the Purchaser agrees to purchase all wood for woodchipping or any other use by mutual agreement for a higher yield return subject to the terms and conditions set out in the Agreement.

c. Purchase Price

- i. The Proposed Purchase Price for wood notified to WABG by the Purchaser must be a fair and reasonable price for each grade of wood taking into account, inter alia:
 - a. the price or prices being paid by the Purchaser for wood of the same or similar species, quantity and quality in Western Australia;
 - b. the price or prices being paid by other bona fide wood processors for wood

of the same or similar species, quantity and quality in Western Australia; and

- c. relevant information supplied by any party including statistics or indices relevant to wood prices published from time to time by the Australian Bureau of Agricultural and Resource Economics and Sciences, the Australian Bureau of Statistics or any other government authority or industry body.

- ii. If WABG does not approve the Proposed Purchase Price and obtains an alternative offer in writing from a genuine buyer to purchase that grade of wood on substantially the same terms and conditions as the offer from the Purchaser but at a higher price than the Proposed Purchase Price then the Purchaser shall have an option for one month from the date of delivery to the Purchaser of the alternative offer to purchase the wood for such higher price. In certain circumstances WABG may sell that wood to another buyer on the terms and conditions of the alternative offer.

d. Harvesting and Delivery

- i. WABG shall Harvest and deliver the wood taking due and proper care for the safe-keeping and handling of the said wood until it has been delivered. Alternatively, WABG may engage an External Contractor or the Purchaser may Harvest and deliver the wood pursuant to the quote for such services provided at the time of the notification of the Proposed Purchase Price;
- ii. Where the Purchaser Harvester and delivers the wood, the Purchaser shall be entitled to deduct from the Purchase Price a fee not exceeding 5% of the Purchase Price minus the costs of Harvesting and delivery, for planning, administering and supervising the Harvest and Delivery of the wood;
- iii. Ownership of and risk in relation to the wood shall pass to the Purchaser only upon the delivery of the wood to the facility or facilities nominated and accepted by the Purchaser.

e. Termination in the Event of Default

- i. WABG on behalf of any Grower and any Grower, shall be entitled to terminate the Agreement if the Purchaser is in default of any obligation under the Agreement and such default shall have continued, in the case of an obligation to pay money, for a period of 14 days or in any other case, for a period of 1 month after receipt by the Purchaser of written notice from WABG specifying the default and requiring the default to be rectified.
- ii. The Purchaser shall be entitled to terminate the Agreement if the Grower is in default of any obligation under the Agreement and such default shall have continued for a period of 1 month after receipt by the Grower of written notice from the Purchaser specifying the default and requesting that the default be remedied.

9.7. Summary of Joint Growers Agreement (if applicable)

a. Parties

Where there are Joint Growers, each of them will be the parties.

b. Responsibilities

The First Joint Grower is responsible for all the fees payable in respect of all activities associated with the Establishment of the Plantation. The Second Joint Grower is responsible for the payment of all rent, tending and insurance fees. If the Second Joint Grower is in default of any payments due by it to the Landholder for a period exceeding 28 days, the First Joint Grower is liable for the aggregate outstanding debt including any interest accrued.

The First Joint Grower and the Second Joint Grower are responsible, in equal shares, for the expenses of harvesting, transportation of the Wood, and for the incentive fee and any other fees payable to the Project Manager under the Project.

c. Entitlements

Each party is entitled to an equal share of the benefits and the receipts (including all carbon and other environmental credits, if any, and insurance) arising from the joint participation of the parties in the Project.

10. Directors of WABG

Anthony Henry May **OAM B.Ec LL.B**

Mr May has been a solicitor in practice for over 40 years. For more than 30 years he has advised many clients who have become involved in forestry operations in various locations throughout Australia. He has also advised some of the largest forestry public company groups in relation to aspects of their activities.

Mr May has been an active grower of both softwood and hardwood timber on his own account and is a director of a number of timber growing companies. He has been a member of Forestry Australia (formerly known as the Australian Forest Growers) for about 25 years and was a member of the Committee of the Melbourne branch. He was a member of the Board of the National Association of Forest Industries (now called Australian Forest Products Association) for five years. He is now the deputy chairman of the Growers' Chamber of the AFPA. He has represented the forestry sector in negotiating with the Australian Government over taxation and regulatory issues on a number of occasions, including most recently in relation to the design and implementation of the Division 394 legislative package. He was for over 25 years a member of the Council of Monash University and for much of that time was a trustee of the University Superannuation Scheme. He was a member of the Council of the Law Institute of Victoria for over 20 years. He has been a director of WABG since its inception.

Angela Palermo

Ms Palermo was a senior member of the administration team at Herbert Geer Solicitors and for 16 years was involved with the firm's mortgage system, accounting and special projects. She has undertaken and supervised much of the back office functions for WABG since its commencement. She has also provided services for other primary production enterprises for over 20 years. She is fully familiar with modern administrative practices and systems.

David Sydney Butterfield **CA FTI**

Mr Butterfield is a Chartered Accountant with twenty-four years of experience in funds management, including specialised practice in licenced Australian Financial Services Licensing and Managed Investment Schemes. He has been a Responsible Manager for various AFS licenced entities with involvement in scheme development, structuring, transaction management and compliance. He was an executive director of a company with a Responsible Entity AFSL for around 6 years.

Prior to that, Mr Butterfield was involved in pooled investments. He structured and helped fund numerous Australian television and film productions over a significant period. This work was done under the Prescribed Interests regime.

11. Additional Information

11.1. Material Contracts

The following agreements have, or will be, entered into as a result of an Applicant becoming a Grower in the Project:

- a. Constitution referred to in Section 9.1;
- b. Custody Agreement referred to in Section 9.2;
- c. Project Management Contract referred to in Section 9.3;
- d. Sub-lease Agreement (and, if relevant, the Agreement to Sub-lease) and any head-lease or sub-lease to the Project Manager referred to in Section 9.4;
- e. Plantation Services Agreement referred to in Section 9.5;
- f. Wood Purchase Agreement referred to in Section 9.6; and
- g. Joint Growers Agreement referred to in Section 9.7 (if applicable).

11.2. Inspection of documents

The following documents are available for inspection during normal business hours at the registered office of the Responsible Entity at Level 6, 140 William Street, Melbourne, Victoria (except to the extent that there is unreasonable prejudice to the Responsible Entity):

- a. this Product Disclosure Statement;
- b. the Memorandum and Articles of Association of WABG;
- c. the Constitution and agreements referred to in Section 9 of this PDS;
- d. the consents referred to in Section 11.3 of this PDS.

11.3. Consents of Experts and Disclaimers

The following parties have given, and have not before the date of the PDS withdrawn, their consent to being named in this PDS in the form and context in which they are named and, in the case of Mr J. Clarke, to the inclusion of his Independent Forestry Report in the form and context in which it is included, in accordance with the Corporations Act:

- a. Mr J. Clarke;
- b. WACAP Treefarms Pty Ltd;
- c. W.A. Chip & Pulp Co.;
- d. Sandhurst Trustees Limited;
- e. Madgwicks; and
- f. Albany Financial Pty Ltd.

Persons proposing to participate in the W.A. Blue Gum Project 2025 as Growers should note that Marubeni Corporation, W.A. Chip & Pulp Co. and WACAP Treefarms Pty Ltd (other than as set out in sub-paragraph) have not:

- i. been involved in the preparation of this PDS;
- ii. authorised or caused the issue of this PDS;
- iii. been involved as a promoter of the W.A. Blue Gum Project 2025 or the PDS;
- iv. performed any function in a professional advisory or other capacity for WABG or in relation to the issue or proposed issue of interests under this PDS; or
- v. taken any responsibility for the correctness of any disclosure in this PDS of terms of contracts to which Marubeni Corporation, WACAP Treefarms or W.A. Chip & Pulp Co. are a party.



Neither Marubeni Corporation nor W.A. Chip & Pulp Co. is associated with WABG or any other party referred to in this PDS (except as disclosed). W.A. Chip & Pulp Co. is a contractor to WABG for the provision of the afforestation services detailed in the summary of Wood Purchase Agreement contained in this PDS.

References to any of Marubeni Corporation, W.A. Chip & Pulp Co., and WACAP Treefarms Pty Ltd ought not be taken as an endorsement by any of them of the W.A. Blue Gum Project 2025 or a recommendation of participation by an intending Grower.

11.4. Interests of the Custodian

The Custodian has no interest in relation to the Project, in the promotion of the Project, or in the property proposed to be acquired for the purposes of the Project, other than the remuneration to which the Custodian is entitled in its capacity as Custodian. Without limiting the generality of the foregoing no amount has been paid or agreed to be paid to the Custodian in cash or otherwise by any person:

- a. to induce the Custodian to act in that or another capacity; or
- b. for other services rendered by the Custodian in connection with the Project

other than the amounts of that remuneration that have accrued or will accrue to the Custodian from time to time under the Custody Agreement.

11.5. Interests of the Responsible Entity and Project Manager

Neither the Responsible Entity nor the Project Manager holds any Interests in the Project but are entitled to the costs and/or fees as described in this PDS. It is the policy of the Responsible Entity that the Responsible Entity and its related parties should not ever own more than 5% in aggregate of the total interests in the Project (except interests acquired through defaulting Growers).

12. Glossary of Terms

In this PDS, unless the contrary intention appears, the following words have the following meanings:

Agreement to Sub-lease

means (when applicable) an agreement to sub-lease between WABG and the Grower, or in the case of Joint Growers, both Joint Growers, pursuant to which that Grower agrees to take a sub-lease of property on which to Establish Plantations, details of which are set out in Section 9.4

Applicant

means a person who has duly completed and submitted an Application to the Responsible Entity

Application

means a duly completed Application Form pursuant to which an Applicant applies for an Interest in the Project

Application Form

means the application form attached to and accompanying this PDS

Application Fund

means the bank account opened by the Custodian in the name of the Project for the purpose of receiving all Application Moneys

Application Money

means the amount which every Applicant is required to pay in order to be issued an Interest in the Project (i.e. the Establishment Fee of \$7,000 (including GST) per hectare, the minimum amount being \$35,000 (including GST) being the amount required to Establish 5 hectares of Plantations)

ASIC

means the Australian Securities and Investments Commission

ATO

means the Australian Taxation Office

Board

means the Directors

Commissioner

means the Commissioner of Taxation

Compliance Plan

means the compliance plan of the Project

Constitution

means the constitution (as defined in Section 9 in the Corporations Act) of the Project

Coppicing

means the process by which new shoots from the stumps of recently Harvested trees (not being trees that are part of the Project) are managed by professional foresters and may be culled to produce a new tree crop, and Coppice and Coppiced each have a corresponding meaning

Corporations Act

means the Corporations Act 2001 (Cth)

Custodian

means Sandhurst Trustees Limited ACN 004 030 737 or such other custodian of the Project as may be appointed from time to time

Directors

means the directors of W.A. Blue Gum Limited ACN 060 179 982

Division 394

means Division 394 of the ITAA 1997

Establishment

means all seasonally dependent agronomic activities (including all Silvicultural activities) until and including the Coppicing and/or planting of the Plantation and the application of fertilisers and herbicides at that time, and Establish, Established and Establishing have a similar meaning

Establishment Fee

means \$7,000 per hectare

Establishment Period

means the period described in Division 394 of the ITAA 1997 ending no later than 18 months after the end of the year of income in which the Application Money is paid

Eucalyptus Globulus (or E Globulus)

means Tasmanian Blue Gum tree

Forestry Contractor

means WACAP Treefarms

Grower

means a person who holds an Interest in the Project (and in the case of Joint Growers, both of them) and whose name has been entered into the register of Growers

Guide

means ASIC Regulatory Guide 232

Harvest

means the cutting down, felling or logging of trees and the extraction or removal of the trees so cut down, felled or logged to a loading point, whether conducted as one operation or more than one operation, and Harvested and Harvesting have a similar meaning

Independent Forestry Expert

Mr John Clarke

Indexed

means adjusted by the percentage increase (if any) in the Consumer Price Index (All Groups, Perth) most recently published by the Australian Bureau of Statistics for the previous 12 months or, if the Consumer Price Index is no longer published, such other replacement or substitute as is used by the Australian Bureau of Statistics as the measure of inflation in Australia

Interest

means the combined interest of a Grower in a Plantation and in that Grower's Project Agreements

ITAA 1936

means the Income Tax Assessment Act 1936 (Cth)

ITAA 1997

means the Income Tax Assessment Act 1997 (Cth)

Joint Growers

means two Applicants who are participating in the Project as Joint Growers in accordance with a Joint Growers Agreement

Joint Growers Agreement

means an agreement between Joint Growers, details of which are set out in Section 9.6

Loan Agreement

means an agreement between a Grower and Albany Financial Pty Limited for the Grower to borrow up to 80% of the Application Money

MAI

means Mean Annual Increment being a measure of the rate of growth of trees

PDS

means this document, other than Part C

Plantation Development and Tending Plan

means a plan for the tending of each Plantation which is to be annexed to a Plantation Services Agreement

Plantations

means the plantations of Tasmanian Blue Gum trees to be Established on the Project Land to be leased by the Growers

Proceeds Fund

means the bank account opened by the Custodian in the name of the Project for the purpose of receiving all sale proceeds from the sale of the timber from the Plantations

Project

means the W.A. Blue Gum Project 2025

Project Agreements

means the Sub-lease, Project Management Contract and Wood Purchase Agreement and, if relevant to a particular Grower, an Agreement to Sub-lease

Project Harvest Date

means the date on which the Harvesting of all the trees in the Project is completed for the first time

Project Land

means land in the south-west of Western Australia generally between Bunbury and Albany, and their surrounding areas, on which the Project will be situated

Project Management Contract

means a contract to be entered into by each Grower and the Project Manager in relation to the Establishment and tending of the Plantations, details of which are set out in Section 9.3

Project Manager

means W.A. Blue Gum Limited ACN 060 179 982, as trustee of the W.A. Blue Gum Management Trust, in its capacity as Project Manager of the Project

Project Property

means “scheme property” as defined in the Corporations Act and includes all Australian monies, Authorised Investments and Harvest Income but does not include any property vested in a Grower including the Tasmanian Blue Gum (*Eucalyptus globulus*) trees established on a Grower’s Plantation Allotment until such property is pooled in accordance with the terms of the Constitution

Purchaser (or Wood Purchaser)

means W.A. Chip & Pulp Co. Pty Ltd

Responsible Entity

means W.A. Blue Gum Limited ACN 060 179 982 as the responsible entity for the Project as a registered scheme under the Corporations Act

Silviculture

means the practice of controlling the Establishment, growth, composition, health and quality of forests

Sub-lease

means a sub-lease between the Project Manager and each Grower pursuant to which each Grower sub-leases Project Land on which to Establish Plantations, details of which are set out in Section 9.4

W.A. Chip & Pulp Co.

means W.A. Chip & Pulp Co. Pty Ltd ACN 008 720 518

WABG

means W.A. Blue Gum Limited ACN 060 179 982

WACAP Treefarms

means WACAP Treefarms Pty Ltd ACN 009 378 607

Wood Purchase Agreement

means an agreement for the sale of the timber from the Plantations, details of which are set out in Section 9.6

13. How to Participate

Please read the following instructions carefully.

If you wish to participate in the project you must:

1. Complete and sign the Application Form in Section 14.
2. Complete and sign the Power of Attorney in Section 15 in accordance with the relevant State law and in the presence of an adult witness.
3. Where the Applicant requires finance from Albany Financial Pty Ltd (refer to Section 3.5) complete the Application for Finance in Section 16.
4. Where the Applicant is a company, the Guarantor for the company must complete the Power of Attorney in Section 17.
5. Complete and sign the Investor Identification Form in Section 18.
6. Make the bank cheque for the subscription payable to SANDHURST TRUSTEES LIMITED ACF WA BLUE GUM PROJECT 2025 or provide your full credit card details.
7. Forward the Application Form, bank cheque (or provide your full credit card details), Power of Attorney and Investor Identification Form to W.A. Blue Gum Limited, Level 6, 140 William Street, Melbourne Vic, 3000 Attention: Mr Tom May.
8. Ensure that:
 - a. Your name(s) and address(es) are correct.
 - b. The number of Hectares and the Application Money in A\$ are specified.
 - c. The Application Form is signed and dated.
 - d. The Power of Attorney is signed and dated.
 - e. If applicable, the Application for Finance is signed and dated.
 - f. The Target Market Determination Questionnaire is completed, signed and dated.
 - g. In the case of a Grower being a Company, the Company executes its application in accordance with its Constitution and the Corporations Act.
 - h. A bank cheque is enclosed (or full credit card details are provided).

14. Application Form

W.A. Blue Gum Project 2025 ARSN 685 870 688

W.A. Blue Gum Limited ACN 060 179 982 AFS Licence Number 246264

I/We hereby apply to W.A. Blue Gum Limited for the Project Agreements in relation to the number of hectares detailed below.

Number of hectares (Minimum Number - 5 hectares): _____ ha

Application Money (AU\$):

The Application Money is \$7,000 (including GST) for each hectare. \$ _____

Your Acknowledgements

By signing the Application Form, you:

- a. acknowledge you have read in its entirety the PDS for the W.A. Blue Gum Project 2025 to which the Application Form relates.
- b. agree to be bound by the provisions of the Constitution, as amended from time to time, of the Project and the Project Agreements.
- c. acknowledge that the Responsible Entity has the right to accept or reject your application in whole or in part.
- d. agree that acceptance of your application may be constituted by execution of the Project Agreements by the directors of WABG severally as your attorneys on your behalf without communication of such acceptance to you.
- e. acknowledge that by becoming a party to the Constitution and the Project Agreements you irrevocably appoint the directors of WABG severally as your attorneys to enter into any agreement for the sale of the wood.
- f. authorise the directors of WABG severally as your attorneys to place your name(s) on the Register in respect of the area leased pursuant to your application.
- g. declare that you are not a "US Person", as that term is defined under regulations of the US federal securities laws (FATCA), and will not hold an Interest in the Project on behalf of a US Person.
- h. declare you have completed and will submit with this Application Form an Investor Identification Form and that all details given in that Investor Identification Form are true and correct.
- i. declare that you understand any Product Ruling for the Project is not a sanction, endorsement or guarantee of commercial success of the Project by the Commissioner of Taxation, and that the Commissioner of Taxation recommends that Growers consult an independent financial (or other) adviser for information on the commercial viability of the Project.

PLEASE COMPLETE IN BLOCK LETTERS

Your Details:

Sole/First Applicant or First Joint Grower

Dr/Mr/Mrs/Ms/Miss: First Name: Surname:
Date of Birth:
Company Name (if a company):
Residential/Site Address:
Suburb/Town City: State: Postcode:
Mailing Address (if different from above):
Suburb/Town City: State: Postcode:
ACN (if a company): ABN:
Tax File Number: Are you registered for GST: Yes ☐ No ☐
Tel Work: Tel Home:
Mobile: Email:

Are you applying as Joint Grower (see Part A of the PDS)? Yes ☐ No ☐
Are you applying as a trustee? Yes ☐ No ☐
If yes please state the name of the trust or superannuation fund:
(If applicable) Is the trust or superannuation fund registered for GST: Yes ☐ No ☐

Sole/First Applicant or First Joint Grower Sign Below

Individual Applicant:

Date of Signing:
Signature:
Signature of Witness:
Name of Witness:
Address:

Company Applicant:

Date of Signing:
Are you the sole director? Yes ☐ No ☐
Executed in accordance with its Constitution and section 127 of the Corporations Act 2001 (Cth) by:
Director: Director/Secretary:
Print Name: Print Name:

(If applicable) Second Applicant or Second Joint Grower

Dr/Mr/Mrs/Ms/Miss:		First Name:		Surname:	
Date of Birth:					
Company Name (if a company):					
Residential/Site Address:					
Suburb/Town City:		State:		Postcode:	
Mailing Address (if different from above):					
Suburb/Town City:		State:		Postcode:	
ACN (if a company):		ABN:			
Tax File Number:		Are you registered for GST:	Yes ☐	No ☐	
Tel Work:		Tel Home:			
Mobile:		Email:			
Are you applying as Joint Grower (see Part A of the PDS)?			Yes ☐	No ☐	
Are you applying as a trustee?			Yes ☐	No ☐	
If yes please state the name of the trust or superannuation fund:					
(If applicable) Is the trust or superannuation fund registered for GST:			Yes ☐	No ☐	

(If applicable) Second Applicant or Second Joint Grower Sign below

Individual Applicant:

Date of Signing:	
Signature:	
Signature of Witness:	
Name of Witness:	
Address:	

Company Applicant:

Date of Signing:			
Are you the sole director?	Yes ☐ No ☐		
Executed in accordance with its Constitution and section 127 of the Corporations Act 2001 (Cth) by:			
Director:		Director/Secretary:	
Print Name:		Print Name:	

Method of Payment

Bank Cheque Enclosed:

☐

All Cheques Must Be Payable To Sandhurst Trustees Limited Acf WA Blue Gum Project 2025

Or Credit Card:

☐

Please Charge My:

☐ Visa

☐ Bankcard

☐ Mastercard

Card Number:

Expiry Date:

CVV Number (Last 3 digits on the back of your card):

Name on Credit Card:

For the Amount of

Signature of Card Holder:

Date:

This Application form and Power of Attorney must not be circulated or distributed unless attached to a copy of this Product Disclosure Statement. No project agreements will be entered into on the basis of this Product Disclosure Statement later than 30 June 2025.

15. Power of Attorney

I/We the person(s) or company named below (the Grantor), HEREBY APPOINT(S) any person being a Director of W.A. Blue Gum Limited from time to time to be the Grantor's Attorney (the Attorney) to exercise, subject to any conditions and limitations specified in Clause 2 below, the authority conferred on the Attorney hereby and to do on the Grantor's behalf anything the Grantor has lawfully authorised the Attorney to do.

1. In the exercise of the authority conferred by this Power of Attorney, the Attorney is authorised to execute any assurance or other document or to do any other act whereby a benefit is conferred on the Attorney.
2. This Power of Attorney is expressly limited to conferring on the Attorney authority to:
 - a. Enter into and execute on the Grantor's behalf a Sub-lease (and if relevant an Agreement to Sub-lease), Project Management Contract, Joint Grower's Agreement and Wood Purchase Agreement ("the Project Agreements") as referred to in the Product Disclosure Statement for the W.A. Blue Gum Project 2025 and a Loan Agreement (if applied for) with Albany Financial Pty Ltd and:
 - i. date the said Project Agreements and the Loan Agreement (if applied for) and complete as appropriate any blank spaces in the Schedules thereto; and
 - ii. make and initial any alterations to the Project Agreements and the Loan Agreement which are not prejudicial in the opinion of the Attorney to the Grantor's interests.
 - b. Without limiting the foregoing and following make, do and sign all such acts, deeds and things as may be necessary to give effect to procure the stamping of the said Project Agreements and

the Loan Agreement (if applied for).

- c. Alter, modify, add to or cancel the provisions of the Project Agreements and the Loan Agreement (if applied for) provided that such alteration, modification, addition or cancellation:
 - i. in the opinion of the Attorney does not and is not likely to adversely affect the interests of the Grantor;
 - ii. is in the opinion of the Attorney, or of a barrister or solicitor instructed by the Attorney, necessary or expedient to comply with the provisions of any statute, ordinance, rule, regulation or by-law which may be passed and which affects projects of the nature of the Project, or is a requirement of any competent statutory authority; or
 - iii. is in the opinion of the Attorney made to correct a manifest error or is of a formal, technical or administrative nature only; or provided that in the case of any proposed alteration, modification, addition or cancellation which in the opinion of the Attorney may adversely affect the rights of the Grantor, such alteration, modification, addition or cancellation may be effected only if it has been approved by an ordinary resolution of Growers at a meeting of Growers convened for the purposes of passing that resolution.
 - d. Appoint one or more substitute attorneys to exercise the powers granted to the Attorney and to revoke any appointment of any substitute attorney or attorneys made under the relevant document.
3. The Grantor agrees that the Grantor shall indemnify and keep indemnified the Attorney against all claims demands, costs, damages,

losses and expenses, however arising consequent upon the exercise of the Power of Attorney hereby granted, and further agrees to ratify and confirm whatever the Attorney shall do in the exercise of the power hereby granted.

4. This Power of Attorney will be governed by and construed in accordance with the laws of Victoria.

5. Words and expressions used in this Power of Attorney have the same meanings as in the Constitution unless the contrary requires.
6. This Power of Attorney is irrevocable until the expiration of the Project under the Constitution.

Executed as a Deed Poll on the _____ day of _____
Sole/First Grantor sign below

Individual:

Date of Signing: _____
Signature: _____
Signature of Witness: _____
Name of Witness: _____
Address: _____

Company:

Date of Signing: _____
Are you the sole director: Yes ☐ No ☐
Executed in accordance with its Constitution and section 127 of the Corporations Act 2001 (Cth) by:

Director: _____
Print Name: _____
Director/Secretary: _____
Print Name: _____

16. Application for Finance

*I/We hereby apply to ALBANY FINANCIAL PTY LTD for finance in relation to this Application by completing the Direct Debit Request section below. (*delete if not applicable)

What amount of finance is requested from Albany Financial Pty Ltd?

(Refer to Section 3.5 of Part B of this Product Disclosure Statement)

Direct Debit Request

Request and Authority to Debit the Account named below to pay Albany Financial Pty Ltd:

Surname or Company Name:

Given name or ACN/ABN:

Address:

I/We hereby request and authorise Albany Financial Pty Ltd (User ID:320134) to arrange for any amount Albany Financial Pty Ltd may debit or charge me/us to be debited through the Bulk Electronic Clearing System (“BECS”) from an account held at the financial institution identified below subject to the terms of the Service Agreement and any further instructions provided below.

Financial Institution

Name of Financial Institution at which the Account is Held:

Address:

State: Postcode:

Account Name:

Branch Number (BSB):

Account Number:

Service Agreement

I/We understand and acknowledge that:

1. The financial institution may, in its absolute discretion, at any time by notice in writing to me/us, terminate this request as to future debits.
2. Albany Financial Pty Ltd may, by prior notice in writing to me/us within 10 days, vary the timing of future debits.
3. Where the due date does not fall on a business day and I/we am/are uncertain whether sufficient cleared funds will be available to meet the direct debit, I will contact the financial institution directly and ensure that sufficient cleared funds are available.
4. I/We can modify or defer this regular Direct Debit Request at any time by giving Albany Financial Pty Ltd 10 days' notice, in writing. I/We need to do this by the 1st day of the month for the change I/we are requesting to take effect in that month.
5. I/We can stop or cancel the regular Direct Debit Request at any time by giving Albany Financial Pty Ltd 10 days' notice in writing. I/We need to do this by the 1st day of the month for cancellation to take effect in that month.
6. If at any time I/we feel that a direct debit against my/our nominated account is inappropriate or wrong it is my/our responsibility to notify Albany Financial Pty Ltd as soon as possible.
7. If I/we believe there has been an error in debiting my/our account, I/we will notify Albany Financial Pty Ltd directly and confirm by notice in writing with Albany Financial Pty Ltd as soon as possible so that Albany Financial Pty Ltd can resolve my/our query more quickly. If Albany Financial Pty Ltd concludes as a result of its investigations that my/our account has been incorrectly debited, it will respond to my/our query by adjusting my/our account accordingly. Albany Financial Pty Ltd will also notify me/us in writing of the amount by which my/our account has been adjusted. If Albany Financial Pty Ltd concludes as a result of its investigation that my/our account has not been incorrectly debited it will respond to my/our query by providing me/us with reasons and with evidence of its finding.
8. Direct debiting through BECS is not available on all accounts. I/We can check my/our account details against a regular statement or check with the financial institution as to whether I/we can request a direct debit from my/our account.
9. It is my/our responsibility to ensure that there are sufficient cleared funds in my/our nominated account to honour the Direct Debit Request. I/We understand that the Direct Debit Request will be automatically cancelled if three direct debit payments are dishonoured because of insufficient funds within a 12 month period. Albany Financial Pty Ltd will give me/us 10 days' notice in writing if they intend to cancel my/our Direct Debit Request. Albany Financial Pty Ltd will also charge the cost of dishonoured direct debits against my/our account.
10. Albany Financial Pty Ltd may need to pass on details of my/our Direct Debit Request to their sponsor bank in BECS to assist with the checking of any incorrect or wrongful debits to my/our nominated account.

I/We acknowledge that I/we have read and understand the terms and conditions governing the direct debit agreement between me/us and Albany Financial Pty Ltd as set out above.

The first direct debit may be made on the 15 July 2025 and at monthly intervals thereafter, unless otherwise agreed.

By signing below I/we hereby certify that I/we are authorised signatories to the account named above and have the authority to enter into this Direct Debit Request.

Date of Signing:

Signature:

Print Name:

Sole/First Applicant or First Joint Grower Sign Below

Individual Applicant:

Date of Signing:

Signature:

Signature of Witness:

Name of Witness:

Address:

Company Applicant:

Date of Signing:

Are you the sole director?

Yes

☐

No

☐

Executed in accordance with its Constitution and section 127 of the Corporations Act 2001 (Cth) by:

Director:

Director/Secretary:

Print Name:

Print Name:

(If applicable) Second Applicant or Second Joint Grower Sign below

Individual Applicant:

Date of Signing:

Signature:

Signature of Witness:

Name of Witness:

Address:

Company Applicant:

Date of Signing:

Are you the sole director?

Yes

☐

No

☐

Executed in accordance with its Constitution and section 127 of the Corporations Act 2001 (Cth) by:

Director:

Director/Secretary:

Print Name:

Print Name:

17. (If Applicable) Power of Attorney for Guarantee and Indemnity where the applicant is a company

Whereas:

- a. The person named below (the Grantor) is a director of the company named below (the Company).
- b. The Company has executed an application form to become a Grower.
- c. At the request of the Grantor, W.A. Blue Gum Limited has agreed to accept the Company as a Grower.
- d. (If applicable) At the request of the Grantor, Albany Financial Pty Ltd has agreed to enter into a loan agreement between Albany Financial Pty Ltd and the Company (the Loan Agreement).
- e. In consideration for the promises provided, the Grantor has agreed to provide a Guarantee and Indemnity in respect of the Company's obligations under the Project Agreements (as defined in the Constitution for the WA Blue Gum Project 2025) and, where relevant, the Loan Agreement.

The Grantor, HEREBY APPOINT(S) any person being a Director of W.A. Blue Gum Limited from time to time to be the Grantor's Attorney (the Attorney) to exercise, subject to any conditions and limitations specified in Clause 2 below, the authority conferred on the Attorney hereby and to do on the Grantor's behalf anything the Grantor has lawfully authorised the Attorney to do.

1. In the exercise of the authority conferred by this Power of Attorney, the Attorney is authorised to execute any assurance or other document or to do any other act whereby a benefit is conferred on the Attorney.
2. This Power of Attorney is expressly limited to conferring on the Attorney authority to:
 - a. Enter into and execute on the Grantor's behalf a Guarantee and Indemnity of the Company's obligations under the Project

Agreements (the Project Guarantee) and, where relevant, a separate Guarantee and Indemnity of the Company's obligations under the Loan Agreement (the Loan Guarantee):

- i. date the said Project Guarantee and, where applicable, the Loan Guarantee, and complete as appropriate any blank spaces in the Schedules thereto; and
 - ii. make and initial any alterations to the Project Guarantee and, where applicable, the Loan Guarantee, which are not prejudicial in the opinion of the Attorney to the Grantor's interests.
- b. Without limiting the foregoing and following make, do and sign all such acts, deeds and things as may be necessary to procure the stamping of the said Project Guarantee and, where applicable, the Loan Guarantee.
- c. Alter, modify, add to or cancel the provisions of the Project Guarantee and, where applicable, the Loan Guarantee provided that such alteration, modification, addition or cancellation:
 - i. in the opinion of the Attorney does not and is not likely to adversely affect the interests of the Grantor;
 - ii. is in the opinion of the Attorney, or of a barrister or solicitor instructed by the Attorney, necessary or expedient to comply with the provisions of any statute, ordinance, rule, regulation or by-law which may be passed and which affects projects of the nature of the Project, or is a requirement of any competent statutory authority; or
 - iii. is in the opinion of the Attorney made to correct a manifest error or is of a formal, technical or administrative nature only.
- d. Appoint one or more substitute attorneys to exercise the powers granted to the

Attorney and to revoke any appointment of any substitute attorney or attorneys made under the relevant document.

3. The Grantor agrees that the Grantor shall indemnify and keep indemnified the Attorney against all claims demands, costs, damages, losses and expenses, however arising consequent upon the exercise of the Power of Attorney hereby granted, and further agrees to ratify and confirm whatever the Attorney shall

do in the exercise of the power hereby granted.

4. This Power of Attorney will be governed by and construed in accordance with the laws of Victoria.
5. Words and expressions used in this Power of Attorney have the same meanings as in the Constitution unless the contrary requires.
6. This Power of Attorney is irrevocable until the expiration of the Project under the Constitution.

Name of Grantor:

Name of Company:

Executed as a Deed Poll on the day of

Grantor Sign Below:

Date of Signing:

Signature:

Signature of Witness:

Name of Witness:

Address:

18. Investor Identification Form

The following is a guide to help complete the W.A. Blue Gum Limited (WABG) Investor Identification Form. If you have previously completed this form and there have been no changes to the information you provided at that time, you do not need to complete this form again.

If you have any queries with completing the Form please contact WABG on 1300 888 511 or info@wabbluegum.com.au.

Applicant Details

Please use the same details for the Applicant's name to be completed in the Form as completed for a relevant Application Form.

If you are a Joint Grower, you will need to complete a separate Form for each Joint Grower.

If you are an association, government body or another type of entity not listed above, you will need to contact WABG about completing a different form.

Tax File Number

Please insert the tax file number of each Applicant. Although Applicants do not legally have to provide their tax file number, we may be required to deduct amounts from distributions to those Applicants who do not provide tax file number details.

Lodgement

Please return the completed form with attachments (where applicable) to WABG at: W.A. Blue Gum Limited

Address: Level 6, 140 William Street, Melbourne VIC 3000

Telephone: 1300 888 511

Email Address: info@wabbluegum.com.au

Personal Information Collection Statement

WABG collects information from investors via this Form in its capacity as Responsible Entity.

To assist WABG in operating its investment projects, issuing interests in its projects, performing its duties as a Responsible Entity and processing and administering applications and investments, information relating to you may be disclosed to other WABG entities, to regulators (where it is required by law) or to third parties such as administrators, custodians, registry and/or identity verification service providers who assist and provide services to our business. By signing and/or submitting this Form, you consent to all such disclosures by WABG.

If you do not provide the information requested in this Form or provide incomplete or inaccurate information, WABG may not be able to accept or process your application or may be limited in the services it can provide.

WABG's Privacy Policy sets out details of how it will collect, store, manage, use and disclose information it collects from you. The Privacy Policy is available at www.wabbluegum.com.au. The Privacy Policy also contains information about how you can access and seek correction of the information held by WABG, and how you can complain about a breach of the Privacy Act or any registered code under the Privacy Act that binds WABG.

WABG may be required by law to collect certain information from you and/or disclose your information. For example, it is required to collect and disclose certain information in order to comply with the identification and verification requirements imposed under the Anti-Money Laundering and Counter Terrorism Financing Act.

For queries or information regarding privacy matters please contact:

W.A. Blue Gum Limited

Address: Level 6, 140 William Street, Melbourne VIC 3000

Telephone: 1300 888 511

Email Address: info@wabbluegum.com.au

Please use **black** pen and print in **CAPITAL LETTERS** and ☒ where appropriate

1. Contact details of person completing the form

Please provide your contact details.

Title			
Given name(s)			
Surname			
Phone			
Email			
Postal address			
Suburb	State	Postcode	
Country			

Australian Driver's Licence No:

Are you a Politically Exposed Person²? ☐ Yes ☐ No

B Joint investor

Title			
Given name(s)			
Surname			
Date of Birth	/ /		
Email			

Residential address ☐ Same as other investor, or specify below

Suburb	State	Postcode	

Are you an Australian resident for tax purposes?

☐ Yes ☐ No, if no specify country

TFN or TFN exemption code

Australian Driver's Licence No:

Occupation

Are you a Politically Exposed Person²? ☐ Yes ☐ No

C Company or corporate trustee

Full company name/ corporate trustee name as registered by ASIC

TFN or TFN exemption

ACN

Registered office address (not a PO Box)

Suburb State Postcode

Principal place of business address (if different)

Suburb State Postcode

Business activities

Is the company/corporate trustee a proprietary or public company?

☐ Proprietary ☐ Public

If you are public company, provide the name of the relevant market and details of its listing

If you are proprietary company, provide the full name of each director

Director 1 name

Director 2 name

Director 3 name

Director 4 name

² A **Politically Exposed Person** includes a head of state or government, government minister or senior politician, senior government official, judge, governor of a central bank or any other person who holds a position of influence with a reserve bank, senior foreign representative, high ranking member of the armed forces or board chair or senior executive of a state owned enterprise **or the immediate family member or associate of any such persons**

2. Applicant Details

Entity type	Complete section:
☐ Individual investor / joint holding	A + B
☐ Australian Proprietary Company	C + E
☐ Australian Public Company (or wholly owned subsidiary)	C
☐ Unregulated trust ¹ with corporate trustee	C + D + E
☐ Unregulated trust ¹ with individual trustee	A + D + E
☐ Australian Regulated trust ¹ with corporate trustee	C + D
☐ Australian Regulated trust ¹ with individual trustee	A + D
☐ Australian-Registered Foreign Company	E + F
☐ Foreign Company Unregistered in Australia	E + G
☐ Other (e.g. sole traders, partnerships)	Please contact us

Then **ALL** entities should complete sections 4 and 5 plus the Verification Details.

A Individual investor or individual trustee

Title			
Given name(s)			
Surname			
Date of Birth	/ /		
Email			

Residential address

Suburb State Postcode

Are you an Australian resident for tax purposes?

☐ Yes ☐ No, if no specify country

TFN or exemption code [provide to ensure tax is not deducted from an investment]

Occupation

¹ A **Regulated trust** includes a self managed super fund, registered retail managed investment scheme and a wholesale managed investment scheme that doesn't make small scale offerings. Other trusts, such as a Family Discretionary Trust, are **Unregulated Trusts**.

D Trusts

Trustee No. 1 Name
Trustee No. 1
Address
Suburb State Postcode

Trustee No. 2 Name
Trustee No. 2 Address
Suburb State Postcode

Are there additional trustees?

- ☐ Yes. Please attach a separate page to this form with the details.
☐ No

Trust name
ABN, TFN of TFN exemption
Type of trust
Country in which trust was established

Only complete the remaining part of section D if the trust is an Unregulated Trust¹

Do the terms of the trust identify the beneficiaries by reference to membership of a class?

- ☐ Yes, what are the terms?

OR

- ☐ No, please provide the full name of each beneficiary

Are there additional beneficiaries?

- ☐ Yes. Please attach a separate page to this form with the details. No ☐

Full name of settlor of trust

You do not need to provide the name of the settlor if you are a Regulated Trust or if the settlor of the trust is now deceased or if the settlor contributed to the trust at the time of its establishment a material asset contribution of less than \$10,000.

E Beneficial Ownership (Foreign or Domestic Companies or Trusts)

Are there Beneficial Owners of the Company/Trust?

Beneficial Owner means a natural person (**not a company, trust or other entity**) who ultimately 'Owns' or 'Controls' the entity making this application.
'Owns' means ownership (either directly or indirectly) of **25% or more** of the entity.
'Control' includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies.

- ☐ **Yes** - Please complete the remainder of this section.

Please note that if the ownership or control of the Company/ Trust making this application is also a Company or Trust, you will need to look through those entities until you reach a level of natural persons. If you require additional space, please attach a separate page to this form with the details

- ☐ **No, I certify that there are no Beneficial Owners of the Company/Trust** - Please go to section 3.

Beneficial Owner 1
Name
Date of Birth / /
Residential address
Suburb State Postcode

Are you a Politically Exposed Person¹?

- ☐ **Yes** ☐ **No**

Beneficial Owner 2

Name
Date of Birth / /
Residential address

Suburb State Postcode

Are you a Politically Exposed Person¹?

- ☐ **Yes** ☐ **No**

Beneficial Owner 3

Name
Date of Birth / /
Residential address

Suburb State Postcode

Are you a Politically Exposed Person²?

- ☐ **Yes** ☐ **No**

Beneficial Owner 4

Name
Date of Birth / /
Residential address

Suburb State Postcode

Are you a Politically Exposed Person²?

- ☐ **Yes** ☐ **No**

F Australian-Registered Foreign Company

Full company name as
registered by ASIC
TFN or TFN exemption
ARBN

Registered office address in Australia (not a PO Box)

Suburb State Postcode

Principal place of business address in Australia (if different)

Suburb State Postcode

Country in which company was incorporated or registered

Business activities

If also registered by a foreign registration body is the entity registered as a private or public company or some other type of company?

- ☐ Proprietary/Private

- ☐ Public
- ☐ Other

If the entity is registered by a foreign registration body and is a proprietary/private company, provide the full name of each director

Director 1 name

Director 2 name

Director 3 name

Director 4 name

G Foreign Company Unregistered in Australia

Full company name

TFN or TFN exemption

ARBN

Registered office address in Australia (not a PO Box)

Suburb State Postcode

Principal place of business address in Australia (if different)

Suburb State Postcode

Country in which company was incorporated or registered

Business activities

Are you registered by a foreign registration body?

- ☐ No
- ☐ Yes

If No, please provide the full address of the principal place of business of the company in its country of formation or incorporation.

If Yes, please complete the following 3 questions:

Any identification number issued to the company by the relevant foreign registration body upon the company's formation, incorporation or registration

The full address of the company in its country of formation, incorporation or registration as registered by the relevant foreign registration body

Are you registered as a private or public company or some other type of company?

- ☐ Private
- ☐ Public
- ☐ Other (please specify)

If Private please, provide the full name of each director

Director 1 name

Director 2 name

Director 3 name

Director 4 name

Electronic Verification

WABG may use the personal information collected about investors or borrowers for any purpose stated in its Privacy Policy and on this Form as well as for the purposes of verifying investor and borrower identity in accordance with WABG's obligations under Anti Money Laundering Laws.

When conducting customer identification using electronic means:

- WABG may disclose personal information about individuals (generally borrowers only) to a credit reporting agency for the purposes of providing an assessment as to whether the personal information matches (in whole or part) personal information contained in a credit information file in the possession or control of the credit reporting agency.
- The credit reporting agency may provide WABG with the assessment.
- The credit reporting agency may use the personal information about the individual, and the names, residential addresses and dates of birth contained in credit information files of other individuals, for the purpose of preparing the assessment. Other uses of your personal information by the credit reporting agency are restricted under Privacy laws.

You may consent to WABG providing your personal information to a credit reporting agency for electronic verification purposes by signing the declaration below.

Please note if this consent is not signed, you may need to provide WABG with additional certified copies of documents so that we can verify your identity manually.

I/we consent to WABG providing my/our personal information to a credit reporting agency for the purposes of conducting customer identification.

Individual Investor / Director / Trustee Name and signature

Individual Investor / Director / Trustee Name and signature

Individual Investor / Director / Trustee Name and signature

Beneficial Owner 1 Name and signature

Beneficial Owner 2 Name and signature

Beneficial Owner 3 Name and signature

Beneficial Owner 4 Name and signature

4. Declaration

I/we declare and agree that:

- My/our application is true and correct.
- I/ we confirm that if signed under power of attorney, the attorney verifies that no notice of revocation of that power has been received.
- I/we acknowledge that WABG and its related bodies corporate may disclose and use personal information as contemplated in the personal information collection in this form and WABG's Privacy Policy available at www.wabluegum.com.au
- I/we understand and agree that, even if all information requested on this form has been provided and received by WABG prior to the cut-off time for receiving instructions, the processing of my/our application may be postponed or delayed while WABG verifies and considers information, in which case my/our application will be processed at the price applicable for the business day as at which all information has been received and verified.
- I/we will provide to WABG or its nominee any information that WABG reasonably requires in order to enable WABG to comply with all its obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and its associated rules and regulations (in force from time to time).
- I/we acknowledge that the information collected by WABG (including in this form) may be used for identification purposes, including via a third party verification service, to enable WABG to comply with all its customer identification obligations under the Act and associated rules and regulations referred to above.
- I/we confirm that all the above details I have provided are true and correct and I have read the Privacy Policy on the WABG website and consent to the handling and disclosure of my personal information as described in the Privacy Policy.

Signature 1

Name

Date

Title

If a company officer or trustee, specify your title

☐ Director ☐ Sole director and company secretary

☐ Trustee ☐ Other (please specify)

Signature 2

Name

Date

Title

If a company officer or trustee, specify your title

☐ Director ☐ Sole director and company secretary

☐ Trustee ☐ Other (please specify)

Investor type	Signature Required
Individual	• Signature of each applicant
Company	• signature by two directors, or • by a director and a secretary, or • if there is only one director by that sole director
Minor	• signature of each trustee/individual • if trustee is a company see above
Trusts	• signature of each trustee/individual • if trustee is a company see above
Superannuation Funds	• signature of each trustee • if trustee is a company, see above
Partnerships	• signature of each applicant
Deceased Estates	• signature of the executor

Verification Details

To be completed by all individuals listed in sections A, B and E of section 2 'Applicant details'

OPTION 1 — provide ONE certified copy of one primary identification document

- ☐ **Valid Australian state or territory driver's licence** containing a photograph of the person
- ☐ **Australian passport** (a passport expired within the preceding two years is acceptable)
- ☐ **Card issued by a state or territory** for the purposes of providing a person's age containing a photograph of the person
- ☐ **Valid foreign passport** or similar travel document containing a photograph and the signature of the person (and if applicable, an English translation by an accredited translator)

**OPTION 2 — provide TWO certified copies of secondary identification documents
One from A and one from B**

Category A

- ☐ Australian birth certificate
- ☐ Australian citizenship certificate
- ☐ Foreign citizenship certificate (and if applicable, an English translation by an accredited translator)
- ☐ Foreign birth certificate (and if applicable, an English translation by an accredited translator)
- ☐ Pension card issued by Centrelink
- ☐ Health card issued by Centrelink
- ☐ Valid Medicare card

Category B

- ☐ **A document issued by the Commonwealth** or a state or territory within the preceding 12 months that records the provision of financial benefits
- ☐ **A document issued by the ATO** within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or the Commonwealth to the individual), which contains the individual's name and residential address (block out any TFN references)
- ☐ **A document issued by a local government body or utilities provider** within the preceding three months which records the provision of services to that address or to that person (must contain the individual's name and residential address)
- ☐ **Australian marriage certificate**

To be completed by all entities who completed subsection C of section 2 'Applicant details'

In respect of a private domestic company please provide a copy of one identification document

- ☐ A "current and historical" company information extract from the ASIC Connect website
- ☐ A current search of the Australian Business Register database
- ☐ A certified copy of a certificate of registration

In respect of a domestic listed company or its majority owned subsidiary and a company licensed and subject to the regulatory oversight of a Commonwealth or State regulator please provide a copy of one identification document

- ☐ A "current and historical" company information extract from the ASIC Connect website
- ☐ A search of the relevant domestic stock exchange

- ☐ A public document issued by the applicant
- ☐ A search of the licence or other records of the relevant regulator

To be completed by all entities who completed subsection D of section 2 'Applicant details'

**To be completed by Trust Applicants.
Individual trustees also must complete the "individuals" verification details, and Corporate trustees must also complete the "corporate" verification details.**

**OPTION 1 — Regulated Trusts
Provide a copy of one identification document**

- ☐ A search extract from the ASIC, ATO or relevant regulator's website (e.g. 'Super Fund Lookup' at superfundlookup.gov.au)
- ☐ A certified full copy or extract of the trust deed

**Option 2 — Unregulated Trusts
Provide an original certified copy of one identification document**

- ☐ A certified full copy or extract of the trust deed
- ☐ A letter from a solicitor or qualified accountant that confirms the name of the trust and settlor (if relevant);
- ☐ An original bank statement in the name of the trust issued within the last 12 months;

To be completed by all entities who completed subsections F and G of section 2 'Applicant details'

If you are an Australian-Registered Foreign Company please provide a copy of one identification document from each of Section A and Section B below.

If you are an Unregistered Foreign Company please provide one of the identification documents from Section B below only.

Section A

- ☐ A "current and historical" company information extract from the ASIC Connect website
- ☐ A certified copy of a certificate of registration
and

Section B

- ☐ A company information extract from the relevant foreign registration body's website
- ☐ A certified copy of a certificate of registration issued by the relevant foreign registration body

19. Target Market Determination Questionnaire

W.A. Blue Gum Limited (ABN 91 060 179 982)

Target Market Determination Questionnaire

Background

This Questionnaire and the responses to it are designed to assist W.A. Blue Gum Limited (WABG) in determining whether you are likely to meet the Target Market Determination (TMD) target market for the forestry managed investment scheme being the establishing, maintaining, tending and harvesting of Tasmanian Blue Gum in southwest Western Australia (Project) offered by WABG under WABG's current registered Product Disclosure Statement (PDS).

WABG, as the Responsible Entity for the Project, must take reasonable steps to ensure that the proceeds of the Project are distributed in a way that is consistent with WABG's current TMD (version 2) for the Project. We may have previously provided you with a copy of the TMD or you can find a copy of the TMD on our website at <https://wabluegum.com.au/>

You should read the PDS and TMD and consider your objectives, financial situation and needs before deciding whether the Project is appropriate for you. You should also consider obtaining personal financial advice from a licenced financial planner.

This Questionnaire should be completed by you and returned to WABG. If you do not return a completed questionnaire, a WABG representative will call you and obtain your answers to the Questionnaire by telephone.

WABG is not authorised to provide personal financial advice. WABG's acceptance of your application does not in any way reflect an opinion or view by WABG about the investment's suitability for you.

Screening Questions

	Yes	No
1. Are you a Sophisticated Investor? You are a sophisticated investor if:- • you or entities that you control have a minimum of \$500,000 invested in the Project; or, • you provide us with a current Sophisticated Investor certificate issued by a qualified accountant in accordance with Section 708(8)(c) and Section 761G(7)(c) of the Corporations Act. If you answer YES to this question and provide us with the necessary documentation you are exempt from completing the following questions.	☐	☐
2. Are you looking for a delayed income derivation together with tax-deductible contributions? (The Project does not provide capital growth but instead seeks to generate returns in the long term)	☐	☐
3. Are you looking for an investment with a long-term timeframe? The Project requires an initial investment to facilitate the planting, maintenance and harvesting of Tasmanian Blue Gum trees which will take approximately 10 to 12 years to mature. Please note that, due to the nature of the Project, you are not entitled to withdraw your funds from the Project at any time.	☐	☐
4. Are you comfortable that there is a risk that you may lose a part or whole of your investment in the Project and returns are not guaranteed? (The Project does not provide a guaranteed return on investment. While WABG believes that the Project will generate returns, its profitability is not guaranteed)	☐	☐
5. Are you aware that the Project does not provide capital growth, capital preservation or guaranteed capital? Capital growth means the increase in the value of an investment over time. Capital preservation means the retention of capital value in an investment. The Project provides returns on the basis of the pooled proceeds of the sale of Tasmanian Blue Gum. There is no guarantee that your share of the proceeds will meet or exceed the amount you invested in the Project.	☐	☐
6. Please indicate the approximate percentage that your investment in the Secured Notes will or does represent of the total value of all assets you have available for investment (including your investment in the Secured Notes), but excluding your residential home: ☐ < 25% ☐ 25 – 50% ☐ 50 – 100% ☐ I prefer not to provide this information.	☐	☐
7. Please indicate your assessment of your personal risk/return profile where risk represents your ability and willingness to bear some loss, and return represents your desire to take on greater risk in the expectation of achieving a higher return: ☐ Low - you typically prefer defensive assets such as cash and fixed income. ☐ Medium - you typically prefer a balance of growth assets such as shares, property and alternative assets and defensive assets such as cash and fixed income. ☐ High - you typically prefer predominately growth assets such as shares, property and alternative assets with only a smaller or moderate holding in defensive assets such as cash and fixed income. ☐ Very High - you typically prefer growth assets such as shares, property and alternative assets.		

Additional Information

If you have answered “No” to any of questions 2-5, this Product may not be suitable for you. Before proceeding with your investment in the Product, we recommend you do one or more of the following:

- a. Review the target market determination for the product which can be found online at <https://wabluegum.com.au/> or by contacting WABG to request a copy.
- b. Review the PDS which we have provided or contact us to request a copy
- c. Seek advice from your licensed financial adviser, stockbroker or other investment professional.

Signing by Investors

When completed by the investor/s:

Signed:
Print Name:
Investor #1 Status:
[Director/ Trustee/ Individual Investor/ Other]
Date:

Signed:
Print Name:
Investor #2 Status:
[Director/ Trustee/ Individual Investor/ Other]
Date:

Office Use for WABG

Processed by: WABG Representative:

Date:

Part C: W.A. Blue Gum Project 2025

Financial Services Guide

Dated: 5 May 2025

W.A. Blue Gum Limited

ABN 91 060 179 982

AFS License Number 246264

1. About this document

This Financial Services Guide ('FSG') is an important document, which we are required to give to you under the requirements of our Australian Financial Services Licence. It provides you with information about W.A. Blue Gum Limited (the 'Company', 'we', 'us' or 'our') to help you decide whether to use the financial services we provide. This FSG explains the services we can offer to you and the types of products we offer. It also explains how we (and other related persons) are remunerated for these services, and includes details of our internal and external complaints handling procedures and how you can access them.

To invest in any of our financial products you must complete the application form attached to the Product Disclosure Statement ('PDS'). The PDS contains information about the particular product and will assist you in making an informed decision about that product.

We only provide general financial product advice and you must seek independent personal financial product advice to meet your individual financial situation. Personal financial product advice is advice that takes into account one or more of your objectives, financial situation and needs.

2. Who are we?

The Company is licensed under the Corporations Act to provide these services to you. Our Australian Financial Services Licence Number is 246264.

We do not act as a representative of any other licensee in relation to the services we provide to you.

You can contact us by:

- calling 1300 888 511;
- writing to us at Level 6, 140 William Street, Melbourne VIC 3000;

- emailing us at info@wablugum.com.au; or
- visiting our website at www.wablugum.com.au. W.A. Blue Gum Limited is an unlisted public company which was incorporated on 19 May 1993. The Company is the Responsible Entity of a managed investment scheme, W.A. Blue Gum Project 2025 ARSN 685 870 688. The scheme involves the sale of Tasmanian Blue Gum (Eucalyptus Globulus) Harvested in the south-west of Western Australia.

3. What financial services and products do we offer?

The Company is authorised to offer the following financial services:

- provide general financial product advice in respect of interests in the W.A. Blue Gum Project 2025 ARSN 685 870 688; and
- deal in a financial product by:
 - issuing, applying for, acquiring, varying or disposing of interests in the W.A. Blue Gum Project 2025 ARSN 685 870 688;
 - applying for, acquiring, varying or disposing of deposit and payment products
 - (limited to basic deposit products and deposit products other than basic deposit products) and general insurance products on behalf of another person;
- operate the registered managed investment scheme, W.A. Blue Gum Project 2025 ARSN 685 870 688.

We do not provide financial planning services and only provide general financial product advice in respect of interests in the W.A. Blue Gum Project 2025 ARSN 685 870 688. We will not give you personal financial advice if you contact us by phone or in writing.

4. Compensation arrangements

We hold a professional indemnity insurance policy which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act. Subject to terms and conditions, the policy covers claims in connection with the professional services provided by our employees and representatives, even where subsequent to these actions they have ceased to be employed by or act for us.

5. How can you transact with us?

You must complete the Application Form in the PDS. Before signing the Application Form, applicants should read the PDS.

The Application Form must not be circulated or distributed unless attached to a copy of the PDS.

You can contact us in writing or another method as agreed by us.

6. How are we paid for the services we provide?

The Company does not receive any fees, nor do we charge you additional fees, for providing general financial product advice.

7. What commissions, fees or other benefits are received by directors and employees?

Employees of the Company who give you general financial product advice do not receive payments or commissions for the giving of that advice. These employees and our Directors may receive salaries, bonuses and other benefits from us.

8. The PDS or offer document for the particular product will disclose further details

You may receive advice in relation to the products we offer from financial advisers who do not work for this Company. These advisers may receive remuneration from us. The adviser's remuneration is included in the fees you pay when subscribing in our product. The amount of this remuneration is

set out in the PDS. Your adviser is also required to set out the remuneration and commissions they receive in a Statement of Advice ('SOA'), which they must give to you. Some of these advisers may be representatives of other licensees.

The Company may pay amounts not exceeding an amount equivalent to 10% in total of the Establishment Fee to eligible recipients who refer Growers to the Project, in accordance with the Corporations Act. This amount may be paid over a period of one or more years.

9. What should you do if you have a complaint?

You have the right to enquire into or complain about the operation of our product and service to the extent that it relates to you or your subscription. We have established procedures to ensure all enquiries and complaints are properly considered and dealt with. If you have an enquiry or complaint, please telephone or email us.

If you are not satisfied with our handling of your complaint you may lodge a complaint with the Australian Financial Complaints Authority. AFCA can be contacted by telephone on 1800 931 678 or by writing to Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne Vic 3001.

10. Privacy

We respect your privacy and are totally committed to upholding your rights to privacy protection under the Privacy Act and the Australian Privacy Principles.

This Privacy Statement provides a summary of how we collect, use and disclose personal information.

Your personal information is information or an opinion which can be used to personally identify you. We only collect personal information that is necessary and relevant for us to provide our services. Subject to any legal requirements, we handle personal information in accordance with the purpose of its collection. Accordingly, failure to provide any personal information which we request may affect our ability to meet our obligations to you.



We take reasonable steps to ensure that the personal information collected and held by us is protected from misuse, loss, unauthorised access, modification or disclosure. We also endeavour to ensure that the personal information we hold about you is up to date, complete and accurate. If you believe that any personal information we hold about you is inaccurate, incomplete or out-dated, please notify our Privacy Officer.

Privacy Officer:

Mr A. H. May

Phone: 1300 888 511

**Address: Level 6 140 William Street
Melbourne VIC 3000**



W.A. Blue Gum Limited

ACN 060 179 982
AFS License 246264

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