

Report to Creditors and Growers

under Section 445F of the Corporations Act 2001

Forest Enterprises Australia Limited

(Subject to Deed of Company Arrangement)

(Receivers and Managers Appointed)

ACN 009 553 548

("FEA")

FEA Plantations Limited

(Subject to Deed of Company Arrangement)

(Receivers Appointed)

ACN 055 969 429

("FEAP")

18 June 2013

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Deed Administrators

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1 EXECUTIVE SUMMARY

This is a Report by Brian Silvia and Peter Krejci, the Deed Administrators of Deeds of Company Arrangement (“DOCAs”) executed by FEA and FEAP (“the Companies”).

The DOCAs are interim “Holding DOCAs” executed in 2010 and which expire on 29 June 2013. Their operation was extended to 31 May 2013 by resolutions of Meetings of the Companies’ Creditors held on 27 March 2013. On 17 May 2013, the Federal Court made orders that the DOCAs be extended to 22 June 2013, and on 11 June 2013, the Federal Court made orders for their further extension to 29 June 2013.

The Deed Administrators now seek the approval of the Creditors of the Companies, including investors in the 1994 to 2009 Managed Investment Schemes (“Growers”), to new proposed final Deeds of Company Arrangement, called in this Report the “Operative DOCAs”. The Operative DOCAs will allow effect to be given to a proposed settlement of litigation between the Companies, the Deed Administrators, the Companies’ Receivers and the Companies’ Banks regarding the respective entitlements of unsecured Creditors, Growers and the Banks. The proposed settlement is described in detail in the Report, as is how the Operative DOCAs will operate, and is called the “Proposed Settlement”.

The Operative DOCAs are based on an Implementation Deed mentioned in our last Report. The Operative DOCAs are available by following “Forest Enterprises Australia Group of Companies” at the following link:

<http://briferrier.com.au/current-matters/?page=2>

The terms of the Implementation Deed are confidential and cannot be released. The Implementation Deed has however been provided to and approved by the Companies' Committees of Inspection, who represent the Creditors and Grower Investors.

This Report covers Notices of separate Meetings of the Creditors of the Companies, which we have convened for Friday, 28 June 2013 at 10.30am and 12.30pm respectively.

Two other Companies in the FEA Group, FEA Carbon Pty Limited (“FEAC”) and Tasmanian Plantation Pty Limited (“TP”), are also subject to holding DOCAs. They are not under our control as Deed Administrators of FEA and FEAP. More is said about them in this Report.

We note that the Committees of Inspection have reviewed and support the terms of the Operative DOCAs as well as the Implementation Deed.

Should the Operative DOCAs not be accepted by Creditors, we recommend that the Companies be placed in liquidation, as they are insolvent and should not be returned to their directors. In the Deed Administrators' view, the adoption of the Operative DOCAs will provide a far better return to Creditors and Growers than if the Companies were to enter into liquidation.

The estimated return to Growers under the DOCA and Liquidation scenario is as follows:

Estimated Return to Growers in Liquidation and DOCA Scenarios

Project	Liquidation	DOCA	
		Low (\$/woodlot)*	High (\$/woodlot)
1995	Nil	238.78	1,425.21
1996	Nil	648.58	3,328.61
1997	Nil	745.88	3,233.14
1998	Nil	776.27	3,413.84
1999	Nil	233.84	1,258.59
2000	Nil	315.08	1,917.72
2001	Nil	45.98	836.15
2002	Nil	39.16	161.79
2003	Nil	39.16	161.79
2004	Nil	39.16	161.79
2005	Nil	39.16	161.79
2006	Nil	39.16	161.79
2007	Nil	39.16	161.79
2008	Nil	39.16	161.79
2009	Nil	39.16	161.79

*Under "DOCA Low", distribution per unit are following the repayment of the grower contributions received during the VA and DOCA periods and any applicable premium

2 INTRODUCTION

The Deed Administrators of FEA and FEAP have convened Meetings of the Creditors of the Companies to allow them (which includes Growers) to consider proposed Operative DOCAs which reflect a Proposed Settlement and restructuring of the assets, liabilities and corporate structures of the FEA Group, including the Managed Investment Schemes operated by the Group. In the Deed Administrators' view, the Proposed Settlement results in the distribution of the assets of the Group and Schemes in a way that resolves factual uncertainties, currently the subject of litigation, to the commercial advantage of all the parties.

3 THE SETTLEMENT

The Operative DOCAs reflect a commercially confidential Implementation Deed between the Companies, the Deed Administrators, the Companies' Receivers and the Companies' Banks.

The Proposed Settlement provides for the consensual compromise and resolution of all claims between the Companies, the Deed Administrators, the Companies' Receivers and the Companies' Secured Creditors ("Banks"). The Proposed Settlement affects all Creditors and Growers in both Companies, and therefore this Report should be read carefully.

The Operative DOCAs are available by following "Forest Enterprises Australia Group of Companies" at the following link:

<http://briferrier.com.au/current-matters/?page=2>

The Operative DOCAs will be implemented in two parts, as follows:

- First, immediately after the Operative DOCAs are executed following the Meetings of Creditors on 28 June 2013, the Operative DOCAs will operate as holding DOCAs. The holding phase will preserve the rights of the Creditors whilst the Deed Administrators and Receivers undertake the steps necessary to carry into effect other elements of the Implementation Deed embodying the Proposed Settlement. This phase will end on the 'Operative Date', that is, once those steps have been taken;
- Second, once the Operative Date is reached, the 'further varied DOCA' included as Annexure A to the holding DOCA will automatically come into force. This DOCA establishes the dividend pools and related provisions under the Proposed Settlement.

The Deed Administrators and Receivers have agreed to this two-phase process as it is the most efficient way of bringing the terms of the Proposed Settlement into effect, without the need for further Meetings of Creditors. Creditors and Growers are encouraged to read the proposed Operative DOCAs attached to this Report. The terms included in the DOCAs are the terms of the Proposed Settlement and if there is any discrepancy between this Report and the DOCAs, the DOCAs will prevail.

The Proposed Settlement recognises the rights of the Schemes and the various creditor groups, and provides for returns to each group based on those rights. Under the Proposed Settlement, the Banks and Receivers have agreed to release assets to Creditors that could normally be retained by the Banks under their security, to improve the returns to unsecured Creditors and Growers.

The Deed Administrators consider the Proposed Settlement provides a fair, practical and timely outcome for all Creditors and Growers and recommend that you vote in favour of the Operative DOCAs.

Execution of the Operative DOCAs is only the first step necessary to implement the Proposed Settlement. Further steps include the calling of Grower Meetings for Schemes 1995 to 2001 and for the Timberlands Fund.

Estimates of the returns to individual Schemes and for Creditors are set out later in this Report.

The main terms of the Proposed Settlement and how they affect the different Creditor and Grower groups are set out below.

3.1 UNSECURED CREDITORS OF FEA AND FEAP, INCLUDING RESIDUAL LEASE LIABILITIES (EXCLUDING GROWERS)

- A fund will be established by the parties to pay a dividend to unsecured Creditors.
- The fund will receive 20% of the net proceeds collected from the FEA Grower Loans, up to \$2 million. The Grower Loans are an asset otherwise available to the Banks under their Securities.
- The fund will pay a maximum dividend of 10 cents in the dollar.
- The final dividend will depend on the final value of admitted unsecured creditor claims as the distribution pool is capped at \$2 million because of a cap on the contribution to the Fund. If creditor claims are \$20 million and \$2 million is recovered, the dividend will be 10 cents in the dollar. If the claims are \$80 million, but only \$1 million is recovered from the Loan Book, the dividend will be 1.25 cents.
- If the Banks' entitlements are paid in full, then should a final dividend to 2002 to 2009 Growers (described below) be more than the dividend paid to unsecured Creditors, then unsecured Creditors will receive a "top up" dividend to ensure they receive a dividend equal to the 2002 to 2009 Growers;
- Upon the implementation of the Proposed Settlement, Unsecured Creditor claims of all kinds will be discharged, and dividends will be paid from the Fund.

3.2 TIMBERLANDS FUND

- A meeting of Investors will be called to vote on the sale of assets in this Fund.
- The assets of the Fund, which comprise land, will be offered for sale under the same process as FEA's own land, so as to maximize overall value and minimize cost.
- All Investors will receive a distribution from the Fund in proportion to their unit-holdings.
- Protections have been introduced to ensure that non-FEA Investors are protected and receive fair value on the sale of the assets.
- Once the distribution is made, Timberlands Fund investors will not participate further in the Proposed Settlement.

3.3 1994 SCHEME

- All woodlots in this Scheme have been harvested.
- A final distribution will be paid to Growers in this Scheme and they will not participate further in the Proposed Settlement.

3.4 1995 TO 2001 SCHEMES

Growers in each scheme will be requested in meetings to be held in July 2013 to vote in favour of the individual scheme restructurings, where it is proposed that one of the following may occur:

- In the first instance, the land owned by entities in the FEA Group ("Internal Land") and the trees planted on the Internal Land will be offered for sale together, with a share of the net proceeds being paid to Growers. In this Report, this is called a "One-line Sale". Alternatively,
- A Macquarie Group entity ("Macquarie") may become the Responsible Entity of the Schemes and continue them until harvest, sale or wind-up, under a lease with a new owner of the Internal Land. If Macquarie is to be appointed, the Schemes will need to amend their Constitutions and related documents to provide for more commercially practical lease and management arrangements. We call this the "Macquarie Transition". As a matter of timing, Growers Meetings convened for the purpose of considering the proposed amendments will need to be convened well before the outcome of the concurrent land/tree sale process is determined.

The Internal Land is owned by FEA Group entities under the control of the Banks, who have security over the land and the Companies themselves. There is no doubt the Banks are entitled to sell the land, although there is a legal dispute about whether, if they sell the land, it will remain encumbered by one or more leases entered into for the benefit of the Schemes. The Proposed Settlement overcomes this uncertainty by allowing the land and the Scheme assets to be offered for sale, with purchasers having the option to bid for either the land, or the land plus Scheme assets, as proposed to be varied under the Macquarie Transition.

Growers at the July 2013 Growers Meetings will in fact vote on providing the "path" for both alternative sale processes to proceed. The alternative outcome of the processes of course will depend on the offers received. Grower approval for the necessary scheme documents enabling the replacement/appointment of a new responsible entity and/or sale of the unencumbered properties will be necessary.

The Sale Process will be managed by Deloitte and Gresham, a firm of Investment Advisors approved by both the Banks and the Deed Administrators.

It is not practical for FEAP, the current Responsible Entity, to continue to carry the Schemes on given the uncertainty about Growers' rights and the leases on the land, addressed below. If the One-line Sale path is followed, FEAP will remain the Responsible Entity of the Schemes, which will continue in "run off". If the Macquarie Transition proceeds, then it is intended that the Schemes will continue to harvest, although, in certain circumstances the timber may be sold at any earlier time or the Schemes may be wound-up prior to harvest.

Under the One-line Sale path:

- A distribution will be made to all Growers in the Schemes.
- Trees planted on “external” land in Tasmania, that is land not owned by a company in the FEA Group, will be harvested in any case.
- Growers who have made voluntary and/or compulsory management and rent contributions since the appointment of the Deed Administrators will have those contributions repaid to them from tree sales proceeds as a priority payment before a general distribution to Growers is made. Contributions for insurance will not be refunded, as Growers who paid their insurance received the benefit of the having their investment insured.
- Contributions will be repaid with an interest component, as detailed later in this Report.
- All Growers, including those with arrears of contributions (except for FEA Limited woodlots) will participate for dividend.

Under the Macquarie Transition:

- Those Growers with outstanding compulsory contributions will have to pay those contributions to participate as Growers in the Schemes moving forward. Non-payment may result in forfeiture or assignment of their interest in the Schemes.
- The land in Tasmania will be offered for sale with new Scheme leases in place on conditions that may be considered favourable from the lessee’s perspective.

As the Proposed Settlement (under both scenarios) provides that the Schemes are released from any outstanding arrears of “internal” rent, that is, rent in respect of land owned by an FEA entity, the funds currently held in escrow by the Deed Administrators will be available to be used to fund Scheme expenses until the land is realised and a new Responsible Entity is in place.

Under either alternative, 2002 - 2009 Scheme Growers' voluntary and compulsory payments currently have no intrinsic value. However, these contributions assisted in the achievement of a settlement for the benefit of Growers in Schemes 1995-2001. Without this funding, the Deed Administrators would not have been in a position to pursue the current litigation which resulted in the Mediation and the Proposed Settlement. These contributions will therefore be repaid as priority payments.

The 1995 – 2001 Grower Schemes alternative sale processes will be implemented in this way:

- Growers will be asked to resolve to agree that FEAP can either sell the assets of the Schemes or appoint Macquarie as the replacement Responsible Entity of the Schemes on revised terms as to charges and leases subject to the outcome of the sales process. The process that will ultimately be adopted will depend upon the offers received by potential buyers.
- If the Growers do not vote in favour of these resolutions, the Implementation Deed will fail and the schemes will almost certainly be liquidated and there will be little or no prospect of realising value in the Schemes.

3.5 2002 TO 2009 SCHEMES

The most recent assessments indicate that the trees in these Schemes now have a negative net present value, that is, the projected value of the trees at harvest will not meet the costs involved in occupying

and managing the land they are planted on until harvest. We have reviewed these assessments against plausible scenarios for the Schemes, and, regrettably, consider the assessments to be robust. The assessments are the result of a number of factors including:

- The plantations are, on average, in less favourable climates than northern Tasmania;
- There is less infrastructure both for harvest and for export of the wood products near the plantations;
- The plantations are less accessible to established forestry operators;
- The prices of wood products have been, and remain, depressed; and
- The plantations are, inevitably, less mature than the older plantations.

The above variables may change in time with the Schemes becoming more “attractive” however until the present financial scenario changes these Schemes have restricted viability.

It is therefore proposed that these Schemes be liquidated.

- A Fund will be established from the proceeds of a pool of non-Scheme assets to ensure that a distribution will be made to these Growers;
- The Deed Administrators will admit Growers as Creditors of the Fund;
- Those Growers who made voluntary contributions to support their Schemes will have these contributions returned (excluding insurance).
- The timing of the return will be subject to the outcome of the sale of the full estate.

The fund will come from the following assets:

- The proceeds of Grower woodlots in the 1995 to 2001 Schemes currently held by FEA will be paid into the Fund;
- The proceeds of trees planted alongside the 1995 to 2001 Schemes that were not allocated as woodlots will be paid into the Fund on sale or harvest;
- Should the 1995 to 2001 Schemes continue to harvest, the Fund may receive the benefit of any woodlots that have been assigned to the Administrators;
- If the banks are fully repaid from the sale of land and trees and recovery of the Grower Loans, any surplus funds will be paid into the Fund;
- Should the 1994 to 2001 Schemes owe any money to the General Fund, this will be paid into this Fund;
- A share of the net sale proceeds of the FEA’s share of the Timberlands Fund will be paid into the Fund. This is a contribution made by the Banks, as this asset would otherwise be available to them through their security over FEA. This payment is dependent on all land and trees being sold and the schemes liquidated; and

- The Deed Administrators will seek to sell the formerly listed corporate shell of FEA. Should they be successful, the proceeds from the sale will be contributed to the Fund. This will not be available if the structure is sold to a potential buyer in the course of the sale of the land.

As noted above, this comprehensive Proposed Settlement provides for a distribution to all Creditors at or above the assets available to this group of Creditors. The Deed Administrators consider that, whilst the return to Growers in these Schemes is low compared to Growers' initial contributions, the return under the Proposed Settlement is better than could be obtained under any realistic alternative scenario in the commercial circumstances facing the FEAP Schemes, and in particular it is better than would be obtained from a straight liquidation or if the Growers were exposed to the further prolonged uncertainty inherent in continuing the present litigation without funding.

The Deed Administrators recommend that all classes of Creditors vote for the Operative DOCAs at the upcoming meetings of Creditors.

4 NOTICE OF MEETINGS OF CREDITORS

We have convened separate Meetings of the Creditors of FEA and FEAP ("the Meetings"). The Meetings will deal with the business set out in the respective Notices of the Meetings. The Creditors of each company will consider the separate resolutions put to the respective Meetings.

Audio feeds will be provided by webcast as detailed in the Notices of Meetings. Telephone conference facilities will not be available at these meetings. It is only possible to attend the meetings in person or by appointing a proxy.

- The Meeting of FEAP Creditors, including Growers, has been convened as follows:

Notice of this Meeting is attached as **Annexure 1**.

- The Meeting of FEA Creditors, including Growers, has been convened as follows:

Notice of this Meeting is attached as **Annexure 2**.

4.1 Proxy and Proof of Debt forms

Annexure 3 and **Annexure 4** are the Proxy and Proof of Debt forms for the FEAP Creditors Meeting and **Annexure 5** and **Annexure 6** are the Proxy and Proof of Debt Forms for the FEA Creditors Meeting.

Proof and Proxy forms should be returned to the offices of BRI Ferrier in Sydney by 10am Thursday, 27 June 2013.

Creditors need only lodge Proof of Debt Forms if they have not done so previously during the Voluntary or Deed Administrations. Creditors and Growers are encouraged to call the Deed Administrators to confirm whether a Proof of Debt form has been received and registered.

Creditors wishing to participate in the Meetings, but who cannot attend personally, should complete the relevant Proxy form. Representatives of corporate Creditors attending the Meetings should also complete the respective Proxy Forms.

The Deed Administrators wish to encourage Creditors, including Growers, to complete and return the relevant forms so that the widest possible range of views is represented at the Meetings, which will have an important influence on the Companies' future and in particular whether the terms of the Operative DOCAs are adopted.

The Deed Administrators have previously determined that, in their view, Growers are likely to be contingent Creditors of the Companies and are entitled to submit Proxies and Proof of Debt claims against both FEA and FEAP.

Landlords, Secured and Unsecured Creditors are entitled to participate in both Meetings to the extent that they are Creditors of each of the Companies.

The resolution proposed by the Joint and Several Deed Administrator as Chairman at each Meeting will be to resolve that the Operative DOCA be executed forthwith. If Creditors pass this resolution, no further resolutions will be put to the Meetings.

If Creditors do not accept the Operative DOCAs, the Deed Administrators will propose a resolution that each company be placed in liquidation.

It will not be possible to adjourn these meetings because of the proximity of the expiration of the Holding DOCAs to the meeting.

The DOCAs of both FEA and FEAP are due to expire on 29 June 2013. The Deed Administrators recommend that Creditors resolve to accept the Operative DOCA.

5 BACKGROUND TO SETTLEMENT WITH BANKS AND RECEIVERS

As Growers and Creditors will recall from our past Reports (available online at www.briferrier.com.au), the Deed Administrators and Receivers have been engaged in litigation to determine:

- Whether the Receivers were entitled to terminate the leases of land owned by TP and/or FEA and FEAC on which the Schemes have been established. This would have allowed the Receivers to sell the land and trees for the principal benefit of the Banks.
- If the Receivers were not able to terminate those leases, what rent was payable by the Responsible Entity of the Schemes to the Receivers, both for the terms of the Administrations and going forward. This involved determination of which of several alternative lease arrangements applied, and if so, to which Scheme(s) they related;
- Whether, independently of the Receivers' termination, the Deed Administrators and Responsible Entity were entitled to relief against forfeiture of the leases and therefore whether the Responsible Entity could continue to occupy the land for the purposes of continuing the operation of the Schemes; and
- Whether any of a range of other factors relating to "related-party transactions" between the parts of the FEA Group affected the answers to the questions listed above.

Proceedings were issued in the current form in September 2011 and so far a hearing date has not been set. The Deed Administrators still consider there to be a strong case, especially for the 1995 to 2001 Growers. However, the Deed Administrators and by extension the Growers face a number of significant challenges in this litigation, including:

- Meeting the on-going costs of funding the litigation;
- Making adequate provision for any adverse costs order should the Deed Administrators not succeed;
- The uncertain timeframe, including the possibility that one or both of the parties Appeal any decision to a higher court;
- If the Court determined that a specific lease applied and that certain rent was due and payable, how the Schemes could fund ongoing rent payments, especially in respect of the later, non-contributory Schemes;
- The 2003 to 2009 Schemes are “deferred funded” Schemes. The costs of operating these Schemes could exceed \$30 million each year, and Grower voluntary contributions have been only a fraction of this amount;
- At current market prices and given the available infrastructure trees in the 2002 to 2009 Schemes presently have a negative net present value, and it would be impossible to justify spending potentially \$30 million a year, even if the funds were available. We note that the timber market has deteriorated significantly over the last 18 months.
- The Deed Administrators have been able to obtain insurance on an individual woodlot basis so far, allowing those Growers who pay their insurance, to be insured, while others who do not make contributions carry their own risk. We are advised that this will no longer be the case going forward, exposing complying, contributing Growers to the failure of other Growers to fund insurance contributions.
- Many Growers in the 1995 to 2001 Schemes have not been making their compulsory contributions, placing added burden on the Schemes and those Growers who have continued to fund.

Around the time of the extension of the Holding DOCAs in September 2012, the Banks, Receivers and Deed Administrators agreed to mediate the matters in dispute between them in a bid to resolve the disputes and enable the assets to be realised for the benefit of Creditors and Growers (“the Mediation”). Given the complexity of the issues, the Mediation commenced in late November 2012 and continued over a number of months. All parties participated in these discussions in good faith. It is a term of the Mediation, as is usual with Mediations, that what is said is confidential and the parties do not discuss what has occurred in them: this is reflected in what is called by lawyers “Mediation Privilege”.

We can fairly, and without breaching confidence, report that Mediation involved a free and forthright exchange of opinions about the parties’ respective rights and commercial positions. Agreement was not reached about the underlying issues. However, the parties were able, with the assistance of the Mediator, to identify opportunities to bypass their disagreements to reach a commercially justified

resolution, embodied in the Proposed Settlement, which represents a genuine commercial compromise.

The Deed Administrators pressed for and ultimately obtained the following from the Mediation:

- For the 1995 to 2001 Schemes, that the Tasmanian land (with the high value trees) be offered for sale with a Macquarie entity potentially as replacement Responsible Entity.
- Should a better offer be received for the land and trees in Tasmania on an unencumbered basis, that Growers in those Schemes receive a share of the sales proceeds which will be allocated based on the net present value of the trees. This will enable the repayment of contributions to all Growers and a return to the 1995 to 2001 Schemes;
- Sale of the Timberlands Fund and contribution from the sale proceeds to investors in the Fund;
- That the Proposed Settlement will be binding once conditions are met, so that no party can later renege on the settlement once it becomes effective to ensure finality for all Growers and Creditors;
- Securing assets for the benefit of Unsecured Creditors, and the Growers in the 2002 to 2009 Schemes that would otherwise be unavailable to them; and
- Repayment of all Grower contributions since the appointment of the Administrators in all Schemes in priority to general Scheme distributions.

Without waiving Mediation Privilege or breaching confidence, and through a regime agreed with the Receivers, the Deed Administrators have reported on its course to the Committees of Inspection and have been guided by their views. The Committees have approved the Proposed Settlement.

To improve the return to Creditors and Growers in the 2002 to 2009 Schemes, the Deed Administrators have agreed to forgo their claim for remuneration approved in the FEA Voluntary Administration and Deed of Company Arrangement for the period 14 April 2010 to 31 March 2013. This represents a contribution to the Proposed Settlement in excess of \$440,000.

We consider that the Proposed Settlement treats all classes of Growers and Creditors fairly, and provides a better return to them than liquidation. It also removes the uncertainty of the current litigation, with the attendant risks of loss, uncertain duration and on-going significant legal and professional costs for all parties.

5.1 IMPLEMENTATION DEED

The comprehensive Proposed Settlement between the Companies, the Deed Administrators, the Banks and the Receivers has been documented in a commercially confidential Implementation Deed (the “Implementation Deed”). The Implementation Deed contemplates the following:

- Creditors and Growers approving the proposed Operative DOCAs;
- Growers in the 1995 to 2001 Schemes varying the Schemes’ Constitutions and approving a process through which either the land and trees will be sold or a Macquarie entity will be

appointed as the replacement Responsible Entity and consequential amendments to the Scheme constitutions and leasing and management agreements will be made;

- Investors in the Timberlands Fund approving the sale of the assets of their Scheme;
- The Deed Administrators working with the Receivers to offer the FEA estate for sale and deliver clean title on the New South Wales and Queensland Estates;
- The sale of the Tasmanian land in the 1995 to 2001 Schemes with the Schemes leases in place, or, if a better offer is received for the Tasmanian estate on an “unencumbered” basis, with Growers sharing in the proceeds;
- The Banks and Receivers making assets available to the Deed Administrators to enable the dividend pools to be established;
- The Banks and Receivers causing TP and FEAC to adopt new DOCAs (at their cost) to implement the Proposed Settlement.

Many of the above mentioned steps are process driven. However, the Companies’ Creditor and Growers votes are an important part of the process for the carrying out of the Implementation Deed. The Scheme Meetings for the 1995 to 2001 Schemes referred to will be held in July 2013.

Should the proposed Operative DOCAs not be adopted, it is likely that the Companies will enter liquidation. This will end the terms of the Proposed Settlement. The Liquidators will need to negotiate a new, and probably less favourable, settlement with the Banks and Receivers, or find means to carry on the litigation. Both options are, in our view, unattractive, and unlikely to result in any improvement in the return to Creditors or Growers.

The Banks, Receivers and Deed Administrators are bound by the Implementation Deed subject to conditions precedent.

5.2 MACQUARIE REPLACEMENT RESPONSIBLE ENTITY PROPOSAL

As we have reported in the past, Macquarie originally submitted a proposal to the Deed Administrators to become the Responsible Entity of the 1995 to 2002 Schemes subject to certain terms and conditions. Macquarie has revised that proposal, omitting the 2002 Scheme, which has now been assessed as unviable in the current market.

The Settlement proposal has been approved by the Committees of Inspection and the Deed Administrators. The Macquarie Transition involves:

- Resolution of the dispute about the leases of “Internal Land”, either through settlement or litigation;
- Growers in each Scheme voting to amend the Constitutions and related project documents for the Schemes;
- Growers who do not meet their outstanding contributions having their interests assigned;

- A break fee being paid to Macquarie if a different settlement is reached with the Banks and Receivers that does not result in them becoming the RE. No fee is payable if the Deed Administrators lose the litigation which is otherwise “stayed”; and
- Macquarie providing funding support for the 1995 to 2001 Schemes should back rent be payable in any settlement. There was a cap on the facility.

The availability of the Macquarie Transition proposal was one factor that allowed the Proposed Settlement to be achieved. It also provides the only practical option for the 1995 to 2001 Schemes to continue to harvest. For reasons given previously, it is not practical for the Deed Administrators to conduct the business of FEAP on a continuing basis.

The summaries of information, including estimates of projected returns provided in the sections below reflect Macquarie’s indicative revision of the fee structures in the 1995 to 2001 Schemes. More information about those fee structures will be included in the Notice of Meeting and Explanatory Memorandum sent to Growers when Scheme meetings are called. The Deed Administrators consider the fee structures to be fair, given the current circumstances and the funding support provided to the Schemes.

Should a Macquarie entity be appointed Responsible Entity of the Schemes and the land be sold with the leases in place, the Growers will have clear entitlement to their trees, a complete break from past disputes, and will be able to move forward on a clean basis. FEAP will no longer be involved in the ongoing management of the Schemes.

6 RETURN SUMMARIES FOR CREDITOR GROUPS

6.1 1994 SCHEME

So far, Growers in this Scheme have received two distributions from the Deed Administrators totalling \$410,000 or \$876 per woodlot. This Scheme had also made a distribution to Growers before external administration appointments to the FEA Group.

All the trees within this scheme have been harvested, and the Deed Administrators currently hold \$288,377 in the Scheme custodial account.

The 1994 Scheme will not participate in the other parts of the Proposed Settlement; however the Proposed Settlement removes any claims that the Receivers could have over the funds held in the Scheme.

It is intended that a final distribution be made to Growers by mid-August 2013. This will total approximately \$225,000, with the balance of funds held used to liquidate the Scheme. This will provide a further return per woodlot of \$481.

Once the final distribution has been paid, the Scheme will be wound up.

6.2 TIMBERLANDS FUND

A minority of the units in the Timberlands Fund are held by external or “third party” Investors, with the balance of the units held by FEA. This means FEA is, in a vote of unit-holders, able to pass a special

resolution to change the Constitution of the Fund. FEA has also provided a loan to the Fund, which is required to be repaid before any return is made to investors.

Once the land is sold and the distribution paid, the Fund will be liquidated.

A meeting of the Investors in Timberlands will be called in July 2013 to approve the sale of the assets of the Fund. We note that the Receivers, who control FEA, control a majority of units sufficient to pass any resolutions, and in fact could call a meeting on their own terms, but for the terms of the Implementation Deed.

We consider that the sale of the land and the trees held by FEA, together with the sale of the balance of the FEA Group estate will provide the best return to investors. The Timberlands land and trees will be offered as its own parcel in the sale process.

The estimated return to the Timberlands Fund third party investors is as follows:

Total Estimated Return to Timberlands Fund "Third Party" Investors		
	Low (\$)	High (\$)
Timberlands Fund	1,600,000	2,000,000

6.3 1995 TO 2001 SCHEMES

As mentioned above, under the Proposed Settlement, there are two possible outcomes for these Schemes, being:

- The land and trees in Tasmania are sold in a “One-line sale”, and the Growers in these Schemes will receive a distribution derived from the sale proceeds (sale proceeds after full repayments of the banks will flow to the 2002 – 2009 Grower pool);
- The land in the Tasmanian Estate is sold subject to amended Schemes under the Macquarie Transition proposal with the Schemes to continue to operate until harvest.

We pause to note that until the land is sold, it will remain essential that Growers continue to make their compulsory contributions. These will, we contemplate, be refunded in priority to general grower distributions should the land and trees be sold.

Under both approaches the trees on “external” leased land are to be harvested. Should the estate internal trees be sold, the Deed Administrators may seek to amend the structure of the Schemes to make management more efficient.

As the dispute with the Receivers has now been resolved, the Deed Administrators will use the funds currently held in escrow to support the Schemes. This is in accordance with the terms provided to Growers in December 2011 when the Escrow was established.

The two outcomes will lead to two different sets of processes, and distribution estimates.

6.3.1 One-line Sale - Land and Trees sold

Should a better offer be received for the land and trees together, the Receivers will be allowed to sell the land and trees unencumbered, with Growers receiving a share of the proceeds as agreed and approved by the Committee.

The first of the two components above will be distributed through a “cascade” to the 1995 to 2001 Schemes. Any proceeds after full repayment of the Banks will be paid into the Fund established for the 2002 to 2009 Growers. The sharing was agreed as it approximates the net present value of the currently standing timber.

The cascade, or order of payments of the proceeds of the sale of the land and trees will be as follows:

1. Deed Administrators’ fees and expenses, including Macquarie;
2. Refund of Voluntary Contributions paid by 1995 to 2001 Growers, plus interest;
3. Refund of Compulsory Contributions paid by 1995 to 2001 Growers, plus interest;
4. Refund of Voluntary and Compulsory Contributions paid by 2002 to 2009 Growers;
5. Proportionate Grower returns in the 1995 to 2001 Schemes based on the net present value of the 1995 to 2001 Schemes.

The cascade has been determined to ensure Growers who have continued to fund the Schemes since the appointment of the Administrators receive the return of their funds in priority to general Grower returns.

The division of the sales proceeds has been based on net present value, this being the only fair way to allocate proceeds shares among Growers in different Schemes. Shared Scheme expenses since Administration have also been allocated on the same basis to ensure a fair distribution.

The estimated returns to Growers from the one line sale are summarised as follows:

Total Estimated Return to Growers under One Line Sale Proposal

Total	Low (\$)	High (\$)
Total Distribution after costs	18,684,061	33,278,202
Repayment of 95 to 01 Contributions*	17,189,724	17,189,724
Repayment of 02 to 09 Contributions	6,550,170	6,550,170
Net Returns to Growers	<u>\$42,423,955</u>	<u>\$57,018,095</u>

*Repayment to 95 to 01 Growers includes a payment of a premium if applicable

The estimated return per unit in each Scheme is summarised as follows:

**Estimated Return to Growers per woodlot under
One Line Sale Proposal**

Project	Low (\$/woodlot)	High (\$/woodlot)
1995	239	605
1996	649	1,408
1997	746	1,461
1998	776	1,520
1999	234	446
2000	315	656
2001	46	198

*The Estimated Returns do not include the repayment of Growers Contributions

6.3.2 Schemes Continue under the Macquarie Transition

Under this approach, provided the necessary resolutions are passed and any conditions precedent are satisfied, the Growers continue in their individual Schemes, and the Schemes will transition to a position where Macquarie will act as the Responsible Entity. Only the Tasmanian Internal and External land will continue in the Schemes. The Scheme documents will require significant amendment. If these amendments are not made, then the Scheme assets and land are likely to be sold on a One-line Sale basis.

Under the Macquarie Transition, Growers with woodlots in NSW or Queensland will remain members of the Scheme and will be entitled to a proportional interest in the harvest proceeds. Future Grower contributions will be adjusted to reflect their relevant proportional interests. Growers will be invoiced for the operating costs of the Schemes with the Macquarie Responsible entity fees linked to harvest.

The Schemes will be released from any liability for arrears of rent claimed by the Receivers from April 2010 until the land is sold. This represents a significant benefit to these Schemes, and is a significant element of the Proposed Settlement. This helps offset the costs of the administration and litigation since that time.

Growers who have made Voluntary Contributions will be entitled to a refund of their Voluntary Contributions (which will accrue interest) out of harvest proceeds.

All Growers will need to make all outstanding contributions to participate going forward. Those who do not may be forfeited out of the Schemes or have their interests assigned and receive no return.

The “cascade” or order of priority for payments out of the harvest proceeds to Growers under this approach is as follows:

1. Payment of harvest costs and fees;
2. Payment of the Macquarie Responsible Entity fees;
3. Payment of outstanding Schemes expenses;
4. Distributions to Growers.

Growers will be asked to approve the appointment of a Macquarie entity and the necessary changes to the Schemes' Constitutions and project agreements in July 2013.

Based on the indicative fee structure, projected Growers return per woodlot or interest in each Scheme is summarised as follows:

**Estimated Return to Growers per woodlot under
Macquarie Proposal**

Project	Low (\$/woodlot)	High (\$/woodlot)
1995	296	1,425
1996	1,661	3,329
1997	1,741	3,233
1998	1,819	3,414
1999	1,013	1,259
2000	1,403	1,918
2001	810	836

*Estimated Grower Returns under Macquarie Proposal will be paid out over 1-5yrs (depending on the Scheme) and Growers' ongoing funding will be required to achieve these returns.

6.4 SCHEMES 2002 TO 2009 DIVIDEND POOL

As noted earlier this Report, the Schemes cannot, for the reasons given, continue until harvest. They have no positive value for the Growers in the Schemes when the following is taken into account:

- The Deed Administrators were not granted special leave to appeal to the High Court in relation to the availability of set off to meet rent payable on leases of Internal Land. While there are other grounds on which the Deed Administrators have continued to press the interests of Growers, the cost of doing so is likely to be substantial, and will likely require the Deed Administrators to obtain further funding sufficient to pursue those claims, and where the pursuit of the claims is risky, likely to take a long time and to consume funds that will not be recouped even if the claims are successful;
- The Deed Administrators sought to persuade the Court that no lease payments needed to be made until harvest. While the Deed Administrators remain of the view that this is a rational and possible outcome of the litigation, there are considerable uncertainties around whether the Court will be persuaded to accept this interpretation of the documents. Any other interpretation – and there are several possibilities, including that the leases were either ineffective from the outset or that an above-market rent was payable – means that the Schemes are not viable on any view as to the cost of maintenance, harvest and sale.
- The Schemes do not have sufficient funds to make any lease payments, nor are they in a position to pledge their assets as security to raise sufficient funds, because the total payments required exceed the value of the standing timber;
- Current timber prices would not meet the average cost of transportation of cut timber to suitable export processing facilities; and

- The majority of Growers have been unwilling to make voluntary payments to support their Schemes.

The Deed Administrators have determined that the best outcome for Growers is that the Schemes be wound up and the Forest Rights Deeds surrendered. This will enable the Receivers to sell the land unencumbered.

The Receivers will then be excluded from participating in any dividend from this pool and the unsecured Creditors' pool. The Deed Administrators will shortly be taking action to wind up these Schemes which will include an application to Court.

To provide a return to Growers in these Schemes, the Deed Administrators have worked with the Banks and Receivers to set up a fund derived from a pool of assets from other FEA Group assets subject to the Banks' securities. The value of the assets will vary, depending on overall recoveries received for assets, including whether the 1995 to 2001 Schemes continue to harvest.

Under a liquidation scenario, these assets would not be available to the Growers and it is unlikely that the Growers in these Schemes would receive a return.

6.4.1 Admission of Grower Claims

The Deed Administrators will not require Growers to lodge a formal Proof of Debt to participate in this Fund. The Deed Administrators will admit Growers as Creditors of this Fund for amounts equal to their initial contribution.

This process will ensure that all Grower claims are admitted whilst removing the need for all Growers to complete proofs of debt. However, nothing prevents Growers, in particular those in Schemes 2002-2009, from lodging a Proof of Debt if they wish to.

We are aware some Growers have received offers of representation from a lawyer trading as DC Legal. In our view, there is no benefit in Growers retaining DC Legal, particularly where there will be no need to file a formal Proof of Debt.

6.4.2 Return of Voluntary Contributions

Many, although not a majority of Growers, paid Voluntary Contributions to support their Schemes. These funds have been used to meet the costs of pursuing the action against the Receivers and to pay insurance on a woodlot basis.

Under the Proposed Settlement, the Deed Administrators will repay these Voluntary Contributions other than insurance payments. The timing of payment will depend on the outcome of the sales process, and whether the 1995 to 2001 Schemes will continue until harvest.

The order of the events will be as follows:

- If the 1995 to 2001 Schemes continue to harvest – these schemes will contribute on harvest to a Fund held by the Deed Administrators. These funds will then be paid to voluntary contributors. The timing is dependent on harvest.
- If the 1995 to 2001 Scheme trees are sold with Land – funds will be withheld from the sale proceeds to repay the voluntary contributions.

Without the Voluntary Contributions of the later Schemes, the Proposed Settlement, and in particular the release of the Receivers' claim for "Internal Rent" would not have been possible. It is therefore appropriate that the early Schemes fund the repayment of these contributions.

6.4.3 Summary of Grower Returns from the Dividend Pool

The following assets have been made available for this dividend fund:

- Grower woodlots in the 1995 to 2001 Schemes currently held by FEA will be paid into the fund;
- The proceeds of trees planted alongside the 1995 to 2001 Schemes that were not allocated as woodlots are paid into the 2002-2009 Scheme Fund on sale or harvest
- Should the 1995 to 2001 Schemes continue to harvest, the fund may take over any forfeited woodlots subject to meeting any outstanding liabilities, with the distributions to be paid into the fund from those interests;
- If the Banks are fully repaid from the sale of land and trees and recovery of the loan book, any surplus funds will be paid into the fund;
- Should the 1995 to 2001 Schemes owe any money to the General Fund, this will be paid into the fund from harvest proceeds; and
- The Deed Administrators will seek to sell the corporate shell of FEA. If successful, the proceeds from the sale will be paid into the fund. Note that this will not be available if it is sold to a potential buyer in the course of the sale of the land.
- A share of the proceeds of the sale of the land in the Timberlands Fund. This will not affect the distribution to Investors in the Timberlands Fund, as it is derived from the Banks' share of the sale proceeds. This is dependent on the sale of the trees in the 1995 to 2001 schemes.

The value of each asset will vary significantly, depending on the outcome of the sales process and the ultimate value of the trees.

6.5 UNSECURED CREDITORS AND RESIDUAL LEASE LIABILITIES

A distribution pool is being established to provide a return to unsecured Creditors. The Banks and Receivers have agreed to share 20% of loan book collections, capped at a total of \$2 million into the dividend pool, or a 10% dividend. This will be paid over monthly by the Receiver. Depending on the speed at which collections occur, more than one dividend may be paid.

The Banks and Receivers are excluded from participating in any dividend.

Should sufficient funds be recovered in the dividend pool in the 2002 to 2009 Schemes which would mean that those Growers receive more than the dividend paid to unsecured Creditors, unsecured Creditors will participate in any additional distribution to ensure that they receive the same overall percentage dividend.

No Administration fees will be deducted from this pool, and 100% will be paid out to Creditors.

This is a combined dividend pool for both FEA and FEAP unsecured Creditors. Nearly all creditor claims arise in FEA, as FEA was operating the Schemes on behalf of FEAP, however there are a limited number

of FEAP Creditors. Also with the leasing arrangements, whilst many were signed by FEAP, some were signed, or guaranteed by, FEA. Landlords will only be able to prove once.

In a liquidation scenario, it is likely that unsecured Creditors would not receive any return, as there are no assets presently available to unsecured Creditors.

All unsecured Creditors will need to submit a formal proof of debt to participate in the dividend.

6.5.1 Determination of Unsecured Creditor Claims

These claims mainly relate to trade and supplier claims. A formal Proof of Debt will be required with supporting documentation. This formal Proof of Debt will be sent to known Creditors when the Deed Administrators have received sufficient funds from the Receiver to warrant calling for proof.

At this stage unsecured Creditors do not have to take any further action. If you have received this report, then you are included in the Creditors register.

6.5.2 Determination of Residual Lease Liabilities

The non-FEA Group leases in the 1997 to 2001 Schemes in Tasmania will continue (if they have not been terminated) under the Macquarie and one-line sale proposals. We are proposing to negotiate with individual landlords over the coming months to move the leases to FEAP, as the effect of the *Corporations Act* is to automatically vest Scheme Property in any new Responsible Entity.

For non-FEA leases in the 2002 to 2009 Schemes, FEAP will work with landlords to surrender the leases and remove the Forestry Rights Deeds encumbering their land titles. This will in effect transfer the trees on the land to the landlords. Many landlords in the later schemes have already sought to take this action.

In determining whether a landlord has a residual claim against FEA or FEAP, a landlord is required to mitigate its loss. In mitigating their losses, the Deed Administrators must take into account:

- The value of the trees being assumed by the landlord;
- The ability of the landlord to lease the land to a third party;
- The earliest harvest date of the trees, if the lease was to continue, as leases terminate on harvest; and
- A number of external land lords had trees removed from their properties

It is presently the Deed Administrators' view that landlords in the 2002 to 2006 Schemes will have no residual claim against FEA or FEAP after taking into account the above factors.

For landlords in the 2007 Schemes, the Deed Administrators propose to admit landlords for up to 15% of outstanding and future lease claims, and for landlords in the 2008 Scheme they will be admitted for up to 25% of outstanding and future lease claims.

Landlords will be required to submit a new formal Proof of Debt if they wish to participate in the dividend.

Should any landlord disagree with the Deed Administrators' adjudication of their loss, they are entitled to lodge a Proof of Debt for what they consider their claim to be. The Deed Administrator will then make a determination on the individual claim. After this determination, if the landlord still considers the determination to be incorrect they can challenge the determination under the procedures normally used in liquidations.

6.5.3 Dividend Summary

The dividend for unsecured Creditors and Landlord claims depends on:

- Loan book collections;
- Total unsecured creditor claims. These are presently estimated at \$20 million, however this could increase; and
- The cap of 10 cents in the dollar.

The estimated low and high range for dividend payments is as follows:

Estimated Dividend to Unsecured Creditors and Landowners		
Class of Creditor	Low	High
Unsecured Creditors and Landowners	6 cents	10 cents

7 DEED ADMINISTRATORS' RECOMMENDATION

The Deed Administrators recommend that all Creditors and Growers vote in favour of the Operative DOCAs annexed to this report.

The proposed Operative DOCAs provide a superior return to all classes of Creditors when compared to liquidation or any known plausible alternative scenario for the restructuring of the affairs of the FEA Group.

The Deed Administrators do not recommend returning the Companies to the control of the Directors. Both FEA and FEAP are insolvent, and the Directors would be obligated to place the Companies back into either Voluntary Administration or Liquidation.

Should the Creditors and Growers not approve the new DOCAs, the current DOCAs will expire on 29 June 2013, and the Companies will have to be placed in Liquidation.

8 DEED ADMINISTRATORS' SUMMARY ACCOUNT OF RECEIPTS AND PAYMENTS

During the Administration, there have been no Receipts and Payments for FEA; all of its known assets are the subject of charges in favour of the Banks.

A detailed analysis of FEAP's Receipts and Payments up to 31 May 2013 is attached as **Annexure 7**.

9 REMUNERATION

9.1 DEED ADMINISTRATORS

Should Creditors vote to extend the DOCAs, then we propose to continue to seek approval of their remuneration by the Committees of Inspection.

9.2 LIQUIDATORS

If the Companies proceed into Liquidation, we propose that the responsibility for considering and approving Remuneration should be left to Committees of Inspection. It will be necessary to form new Liquidation Committees at the Meetings if the Companies proceed into Liquidation. The Committees, which as noted are representative of Creditors and Grower-Investors, can, as a small group, operate more effectively and apply greater scrutiny to these issues than can a large body of Creditors.

If the Deed Administrators become the Liquidators, we would seek to be remunerated in the same way as has been adopted in the Deed Administration, which is to say on a Time-Cost basis at an agreed Scale. Further information about Remuneration and disclosures has been set out in past Reports to the Creditors. Information about the process of approval is available here:

[http://www.asic.gov.au/asic/pdflib.nsf/LookupByFileName/Approving_fees_guide_for_creditors.pdf/\\$file/Approving_fees_guide_for_creditors.pdf](http://www.asic.gov.au/asic/pdflib.nsf/LookupByFileName/Approving_fees_guide_for_creditors.pdf/$file/Approving_fees_guide_for_creditors.pdf)

10 BRI FERRIER KEY CONTACTS

All BRI Ferrier staff can be contacted on 02 8263 2300. The principal contacts are Mr Matthew Jacobs and Mr James Sekhas.



BRIAN SILVIA
Deed Administrator

Encl.

Annexure 1

FORM 529
CORPORATIONS ACT 2001

Subregulation 5.6.12(2)

NOTICE OF MEETING OF CREDITORS TO VARY DEED OF COMPANY ARRANGEMENT

FEA PLANTATIONS LIMITED
(SUBJECT TO DEED OF COMPANY ARRANGEMENT)
(RECEIVERS APPOINTED)
ACN 055 969 429
("THE COMPANY")

NOTICE is given that a Meeting of the Creditors of the Company will be held at the Grand Chancellor Hotel, 29 Cameron Street, Launceston, Tasmania, 7250 on Friday, 28 June 2013 at 10:30am for the purpose of Section 445F of the Corporations Act 2001.

The Meeting will also be broadcasting live on the internet from the following website:

<http://www.brrmedia.com/event/112558/>

AGENDA

1. To receive and discuss the Deed Administrators' Report to Creditors dated 18 June 2013.
2. To consider the following motion:

"The Deed of Company Arrangement for the Company is varied so that from the passing of this resolution:

- (1) it operates according to the terms of the document entitled "Varied Deed of Company Arrangement of FEAP" made available on the website of BRI Ferrier through this page <http://briferrier.com.au/current-matters/?page=2>, which incorporates as schedule A the document titled "Further Varied Deed of Company Arrangement of FEAP"; and*
- (2) upon the occurrence of the Operative Date [as that term is defined] and the satisfaction of any other conditions set out in the document titled "Varied Deed of Company Arrangement of FEAP", it operates according to the terms of the document titled "Further Varied Deed of Company Arrangement of FEAP"*

If the preceding motion does not pass, to consider the following motions:

- a) "That the Company be wound up"*
- and
- b) "That a Committee of Inspection be appointed"*

Any other business that may be lawfully brought forward.

We attach a proxy form that should be used by Creditors in the following circumstances:

- i. Creditors who are unable to attend the meeting but wish to appoint someone to vote on their behalf.
- ii. Representatives of Creditors that are companies.

In this case the Creditor company should:

- i. Execute the proxy under its common seal; or
- ii. Have the proxy signed by 2 directors or by a director and the secretary; or
- iii. Have the sole director sign the proxy if applicable; or
- iv. Have the proxy signed by someone authorised under seal, or by the directors, or sole director, as applicable to sign, and if required by the Chairman of the meeting, provide evidence that the person signing the proxy form is empowered to sign.

In accordance with Regulation 5.6.23(1) of the Corporations Regulations, Creditors will not be entitled to vote at this meeting unless they have previously lodged particulars of their claim against the Company with the Deed Administrators.

Particulars or proofs lodged in the past are effective for this meeting. You only need to provide further particulars now if you wish to participate in this meeting and have not previously provided them.

Creditors' proxies and/or proof of debt forms must be delivered to this office by 10am on Thursday, 27 June 2013 in the post, by facsimile on (02) 8263 2399, or via email to fea@briferriernsw.com.au (with "Proxy" and/or "Proof of Debt" in subject line).

DATED this 18th day of June 2013.



BRIAN SILVIA

Joint and Several Deed Administrator

BRI FERRIER (NSW) PTY LTD

Level 30

264 George Street

Sydney NSW 2000

Annexure 2

FORM 529
CORPORATIONS ACT 2001

Subregulation 5.6.12(2)

NOTICE OF MEETING OF CREDITORS TO VARY DEED OF COMPANY ARRANGEMENT

FOREST ENTERPRISES AUSTRALIA LIMITED
(SUBJECT TO DEED OF COMPANY ARRANGEMENT)
(RECEIVERS AND MANAGERS APPOINTED)
ACN 009 553 548
("THE COMPANY")

NOTICE is given that a Meeting of the Creditors of the Company will be held at the Grand Chancellor Hotel, 29 Cameron Street, Launceston, Tasmania, 7250 on Friday, 28 June 2013 at 12.30pm for the purpose of Section 445F of the Corporations Act 2001.

The Meeting will also be broadcasting live on the internet from the following website:

<http://www.brrmedia.com/event/112560/>

AGENDA

1. To receive and discuss the Deed Administrators' Report to Creditors dated 19 June 2013.
2. To consider the following motion:

"The Deed of Company Arrangement for the Company is varied so that from the passing of this resolution:

- (1) it operates according to the terms of the document entitled "Varied Deed of Company Arrangement of FEA" made available on the website of BRI Ferrier through this page <http://briferrier.com.au/current-matters/?page=2>, which incorporates as schedule A the document titled "Further Varied Deed of Company Arrangement of FEA"; and*
- (2) upon the occurrence of the Operative Date [as that term is defined] and the satisfaction of any other conditions set out in the document titled "Varied Deed of Company Arrangement of FEA", it operates according to the terms of the document titled "Further Varied Deed of Company Arrangement of FEA"*

If the preceding motion does not pass, to consider the following motions:

- a) "That the Company be wound up";*
and
- b) "That a Committee of Inspection be appointed"*

Any other business that may be lawfully brought forward.

We attach a proxy form that should be used by Creditors in the following circumstances:

- i. Creditors who are unable to attend the meeting but wish to appoint someone to vote on their behalf.
- ii. Representatives of Creditors that are companies.

In this case the Creditor company should:

- i. Execute the proxy under its common seal; or
- ii. Have the proxy signed by 2 directors or by a director and the secretary; or
- iii. Have the sole director sign the proxy if applicable; or
- iv. Have the proxy signed by someone authorised under seal, or by the directors, or sole director, as applicable to sign, and if required by the Chairman of the meeting, provide evidence that the person signing the proxy form is empowered to sign.

In accordance with Regulation 5.6.23(1) of the Corporations Regulations, Creditors will not be entitled to vote at this meeting unless they have previously lodged particulars of their claim against the Company with the Deed Administrators.

Particulars or proofs lodged in the past are effective for this meeting. You only need to provide further particulars now if you wish to participate in this meeting and have not previously provided them.

Creditors' proxies and/or proof of debt forms must be delivered to this office by 10am on Thursday, 27 June 2013 in the post, by facsimile on (02) 8263 2399, or via email to fea@briferriernsw.com.au (with "Proxy" and/or "Proof of Debt" in subject line).

DATED this 18th day of June 2013.



BRIAN SILVIA

Joint and Several Deed Administrator
BRI FERRIER (NSW) PTY LTD
Level 30
264 George Street
Sydney NSW 2000

Annexure 3

Please indicate if you are a Creditor, Grower or Landlord and send to BRI Ferrier by 10am on Thursday, 27 June 2013.

Email: fea@briferriernsw.com.au (Please include "Proxy" in subject line);
 Fax: 02 8263 2399; Post: GPO Box 7079 Sydney NSW 2001

FORM 532

Regulation 5.6.29

Corporations Act 2001
 APPOINTMENT OF PROXY

FEA PLANTATIONS LIMITED
 (SUBJECT TO DEED OF COMPANY ARRANGEMENT)
 (RECEIVERS APPOINTED)
 ACN 055 969 429

*I/*We (1)..... (Grower number if applicable)
 of a creditor of FEA Plantations Limited, appoint
 (2)..... or in his or her absenceas
 *my/our general/special proxy to vote at the Meeting of Creditors of the Company to be held at the Grand
 Chancellor Hotel, 29 Cameron Street, Launceston, Tasmania, 7250, on Friday, 28 June 2013 at 10:30am, and at
 any adjournment of that meeting.

To vote as follows: (3)

(Not required if a general proxy)

RESOLUTION		FOR	AGAINST	ABSTAIN
1	"The Deed of Company Arrangement for the Company is varied so that from the passing of this resolution: (1) it operates according to the terms of the document entitled "Varied Deed of Company Arrangement of FEAP" made available on the website of BRI Ferrier through this page http://briferrier.com.au/current-matters/?page=2 , which incorporates as schedule A the document titled "Further Varied Deed of Company Arrangement of FEAP"; and (2) upon the occurrence of the Operative Date [as that term is defined] and the satisfaction of any other conditions set out in the document titled "Varied Deed of Company Arrangement of FEAP", it operates according to the terms of the document titled "Further Varied Deed of Company Arrangement of FEAP"			
2	<i>(Only if Resolution 1 is not passed)</i> That the Company be wound up.			
3	<i>(If Creditors resolve that the Company be wound up)</i> That a Committee of Inspection be appointed.			

A specific proxy operates as a general proxy in respect of any other resolution put to the meeting of creditors. **If you do not want your specific proxy to operate in this way, please tick this box.**

The person so appointed as *my/*our *general/*special proxy is herewith authorised to accept nomination as a member of the Committee of Inspection, should he or she be so nominated or appointed.

HOW TO COMPLETE THIS FORM

1. Insert the creditor's name, address and grower number (if applicable).
2. Insert the name of the person appointed as proxy. If left blank, the proxy will be treated as in favour of the Chairman.
3. To vote tick the box next to the desired option.

DATED (4) Signature

(If Company - Sign under Seal)

Proxies should be returned to the offices of BRI Ferrier, GPO Box 7079, SYDNEY NSW 2001 by 10am on Thursday, 27 June 2013.

Annexure 3

Please indicate if you are a Creditor, Grower or Landlord and send to BRI Ferrier by 10am on Thursday, 27 June 2013.

Email: fea@briferriernsw.com.au (Please include "Proxy" in subject line);

Fax: 02 8263 2399; Post: GPO Box 7079 Sydney NSW 2001

CERTIFICATE OF WITNESS (5) -(to be completed only where person giving proxy is blind or incapable of writing)

I,of.....certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him before he attached his signature or mark to the instrument.

DATED thisday of 2013

Signature of Witness.....

Description

Place of Residence

Annexure 4

FORM 535
CORPORATIONS ACT 2001

Subregulation 5.6.49(2)

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

FEA PLANTATIONS LIMITED
(SUBJECT TO DEED OF COMPANY ARRANGEMENT) (RECEIVERS APPOINTED)
ACN 055 969 429

To the Deed Administrators of FEA Plantations Limited

1. This is to state that the company was, on 14 April 2010 and still is, justly and truly indebted to⁽¹⁾
.....
..... (Grower number if applicable.....) for
.....dollars andcents.

Particulars of the debt are:

Date	Consideration ⁽²⁾	Amount \$	GST incl \$	Remarks ⁽³⁾
------	------------------------------	--------------	----------------	------------------------

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following:⁽⁴⁾

3.^{(5)*} I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

3.^{(5)*} I am the creditor's agent authorised in writing to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this day

Signature of Signatory.....

NAME IN BLOCK LETTERS(Please indicated if you are a creditor, grower or landlord.)

Occupation

Address.....

See Directions overleaf for the completion of this form

OFFICE USE ONLY

POD No:		ADMIT - Ordinary	\$
Date Received:	/ /	ADMIT - Preferential	\$
Entered into IPS/Computer:		Reject	\$
Amount per RATA	\$	H/Over for Consideration	\$
PREP BY/AUTHORISED		TOTAL PROOF	\$
DATE AUTHORISED / /			

Annexure 4

Directions

- * Strike out whichever is inapplicable.
- (1) Insert full name and address (including ABN) of the creditor and, if applicable, the creditor's partners. If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor.
- (2) Under "Consideration" state how the debt arose, for example "goods sold and delivered to the company between the dates of", "moneys advanced in respect of the Bill of Exchange".
- (3) Under "Remarks" include details of vouchers substantiating payment.
- (4) Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

Date	Drawer	Acceptor	Amount	Date Due
	\$	¢		

-
- (5) If proof is made by the creditor personally, strike the two (2) paragraphs numbered 3.
-

Annexures

- A. If space provided for a particular purpose in a form is insufficient to contain all the required information in relation to a particular item, the information must be set out in an annexure.
- B. An annexure to a form must:
- (a) have an identifying mark;
 - (b) and be endorsed with the words:

"This is the annexure of *(insert number of pages)* pages marked *(insert an identifying mark)* referred to in the *(insert description of form)* signed by me/us and dated *(insert date of signing)*; and
 - (c) be signed by each person signing the form to which the document is annexed.
- C. The pages in an annexure must be numbered consecutively.
- D. If a form has a document annexed the following particulars of the annexure must be written on the form:
- (a) the identifying mark; and
 - (b) the number of pages.
- E. A reference to an annexure includes a document that is with a form.

Annexure 5

Please indicate if you are a Creditor, Grower or Landlord and send to BRI Ferrier by 10am on Thursday, 27 June 2013.

Email: fea@briferriernsw.com.au (Please include "Proxy" in subject line);
 Fax: 02 8263 2399; Post: GPO Box 7079 Sydney NSW 2001

FORM 532
 Corporations Act 2001
 APPOINTMENT OF PROXY

Regulation 5.6.29

FOREST ENTERPRISES AUSTRALIA LIMITED
 (SUBJECT TO DEED OF COMPANY ARRANGEMENT)
 (RECEIVERS AND MANAGERS APPOINTED)
 ACN 009 553 548

*I/*We (1)..... (Grower number if applicable)
 of a creditor of Forest Enterprises Australia Limited, appoint
 (2)..... or in his or her absenceas
 *my/our general/special proxy to vote at the Meeting of Creditors of the Company to be held at the Grand
 Chancellor Hotel, 29 Cameron Street, Launceston, Tasmania, 7250, on Friday, 28 June 2013 at 12:00pm, and at
 any adjournment of that meeting.

To vote as follows: (3)

(Not required if a general proxy)

RESOLUTION		FOR	AGAINST	ABSTAIN
1	"The Deed of Company Arrangement for the Company is varied so that from the passing of this resolution: (1) it operates according to the terms of the document entitled "Varied Deed of Company Arrangement of FEA" made available on the website of BRI Ferrier through this page http://briferrier.com.au/current-matters/?page=2 , which incorporates as schedule A the document titled "Further Varied Deed of Company Arrangement of FEA"; and (2) upon the occurrence of the Operative Date [as that term is defined] and the satisfaction of any other conditions set out in the document titled "Varied Deed of Company Arrangement of FEA", it operates according to the terms of the document titled "Further Varied Deed of Company Arrangement of FEA"			
2	<i>(Only if Resolution 1 is not passed)</i> That the Company be wound up.			
3	<i>(If Creditors resolve that the Company be wound up)</i> That a Committee of Inspection be appointed.			

A specific proxy operates as a general proxy in respect of any other resolution put to the meeting of creditors. **If you do not want your specific proxy to operate in this way, please tick this box.**

The person so appointed as *my/*our *general/*special proxy is herewith authorised to accept nomination as a member of the Committee of Inspection, should he or she be so nominated or appointed.

HOW TO COMPLETE THIS FORM

1. Insert the creditor's name, address and grower number (if applicable).
2. Insert the name of the person appointed as proxy. If left blank, the proxy will be treated as in favour of the Chairman.
3. To vote tick the box next to the desired option.

DATED (4) Signature

(If Company - Sign under Seal)

Proxies should be returned to the offices of BRI Ferrier, GPO Box 7079, SYDNEY NSW 2001 by 10am on Thursday, 27 June 2013.

Annexure 5

Please indicate if you are a Creditor, Grower or Landlord and send to BRI Ferrier by 10am on Thursday, 27 June 2013.

Email: fea@briferriernsw.com.au (Please include "Proxy" in subject line);

Fax: 02 8263 2399; Post: GPO Box 7079 Sydney NSW 2001

CERTIFICATE OF WITNESS (5) -(to be completed only where person giving proxy is blind or incapable of writing)

I,of.....certify that the above instrument appointing a proxy was completed by me in the presence of and at the request of the person appointing the proxy and read to him before he attached his signature or mark to the instrument.

DATED thisday of 2013

Signature of Witness.....

Description

Place of Residence

Annexure 6

FORM 535
CORPORATIONS ACT 2001

Subregulation 5.6.49(2)

FORMAL PROOF OF DEBT OR CLAIM (GENERAL FORM)

FOREST ENTERPRISES AUSTRALIA LIMITED
(SUBJECT TO DEED OF COMPANY ARRANGEMENT) (RECEIVERS AND MANAGERS APPOINTED)
ACN 009 553 548

To the Deed Administrators of Forest Enterprises Australia Limited

1. This is to state that the company was, on 14 April 2010 and still is, justly and truly indebted to⁽¹⁾
.....
..... (Grower number if applicable.....) for
.....dollars andcents.

Particulars of the debt are:

Date	Consideration ⁽²⁾	Amount \$	GST incl \$	Remarks ⁽³⁾

2. To my knowledge or belief the creditor has not, nor has any person by the creditor's order, had or received any manner of satisfaction or security for the sum or any part of it except for the following.⁽⁴⁾
- 3.^{(5)*} I am employed by the creditor and authorised in writing by the creditor to make this statement. I know that the debt was incurred for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.
- 3.^{(5)*} I am the creditor's agent authorised in writing to make this statement in writing. I know that the debt was incurred and for the consideration stated and that the debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

DATED this day

Signature of Signatory.....

NAME IN BLOCK LETTERS(Please indicated if you are a creditor, grower or landlord.)

Occupation

Address.....

See Directions overleaf for the completion of this form

OFFICE USE ONLY

POD No:		ADMIT - Ordinary	\$
Date Received:	/ /	ADMIT - Preferential	\$
Entered into IPS/Computer:		Reject	\$
Amount per RATA	\$	H/Over for Consideration	\$
PREP BY/AUTHORISED		TOTAL PROOF	\$
DATE AUTHORISED / /			

Annexure 6

Directions

- * Strike out whichever is inapplicable.
- (1) Insert full name and address (including ABN) of the creditor and, if applicable, the creditor's partners. If prepared by an employee or agent of the creditor, also insert a description of the occupation of the creditor.
- (2) Under "Consideration" state how the debt arose, for example "goods sold and delivered to the company between the dates of", "moneys advanced in respect of the Bill of Exchange".
- (3) Under "Remarks" include details of vouchers substantiating payment.
- (4) Insert particulars of all securities held. Where the securities are on the property of the company, assess the value of those securities. If any bills or other negotiable securities are held, specify them in a schedule in the following form:

Date	Drawer	Acceptor	Amount	Date Due
	\$	¢		

-
- (5) If proof is made by the creditor personally, strike the two (2) paragraphs numbered 3.
-

Annexures

- A. If space provided for a particular purpose in a form is insufficient to contain all the required information in relation to a particular item, the information must be set out in an annexure.
- B. An annexure to a form must:
- (a) have an identifying mark;
 - (b) and be endorsed with the words:

"This is the annexure of *(insert number of pages)* pages marked *(insert an identifying mark)* referred to in the *(insert description of form)* signed by me/us and dated *(insert date of signing)*; and
 - (c) be signed by each person signing the form to which the document is annexed.
- C. The pages in an annexure must be numbered consecutively.
- D. If a form has a document annexed the following particulars of the annexure must be written on the form:
- (a) the identifying mark; and
 - (b) the number of pages.
- E. A reference to an annexure includes a document that is with a form.

FEA Plantations Limited as Responsible Entity
Summary Receipts and Payments
as at 31 May 2013

	Grand Total	FEAP General Fund	Scheme Total	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009-2010		
Receipts to 31 May 2013																					
Grower Receipts	22,790,818.79	-	22,790,818.79	0.02	210,478.66	208,441.16	489,387.80	1,050,818.25	10,996,344.30	1,392,870.56	832,782.96	580,282.59	15,743,466.70	387,312.94	606,317.44	1,180,310.23	1,367,108.17	1,147,139.82	2,066,655.80	202,287.65	7,047,312.08
Other Receipts																					
Cash at bank at appointment	2,383,257.02	-	2,383,257.02	577,480.45	107,413.30	1,613.65	0.00	22,827.30	1,308,997.82	469,307.41	-	-	2,383,257.02	-	-	-	-	-	-	-	332,948.94
Harvest proceeds	922,394.98	-	922,394.98	802,664.14	-	-	27,671.76	92,148.14	-	-	-	-	922,394.98	-	-	-	-	-	-	-	-
Pre-appointment Grower Insurance Claim (Wind and fire damage)	407,675.36	-	407,675.36	-	28,474.52	1,483.64	1,730.54	5,080.36	107,810.26	272,017.08	407,675.36	-	407,675.36	-	-	-	-	-	-	-	358,700.40
Unallocated grower receipts	516,157.96	-	516,157.96	11.00	1,401.46	6,064.99	2,450.58	2,450.36	10,322.41	16,437.09	6,739.45	-	516,157.96	4,334.38	18,784.56	81,646.60	41,460.11	57,079.78	99,074.47	3,014.13	36,740.43
Pre-appointment debtor	74,930.74	1,887.64	72,843.11	-	-	-	-	-	8,195.95	5,148.48	7,688.30	1,101.29	35,955.48	2,204.52	7,038.65	9,056.38	9,119.33	1,738.45	5,103.30	1,960.10	36,447.63
Bank interest	397,766.44	153.37	397,613.07	20,656.55	1,483.06	99.73	157.23	886.36	54,427.90	5,114.89	1,573.14	582.08	96,951.94	5,174.04	6,827.15	18,137.27	17,667.28	15,975.71	35,295.97	1,960.10	100,697.43
Recovery of solicitor trust funds	82,780.35	-	82,780.35	-	-	-	-	-	-	-	-	-	82,780.35	-	-	-	-	-	-	-	-
Refund of Internal Rent from FEAP General Fund	47,052.00	-	47,052.00	-	-	-	-	-	-	-	-	-	47,052.00	-	-	-	-	-	-	-	-
Refund of Administrator's Remuneration to FEAP General Fund	389,930.88	-	389,930.88	-	46,302.48	284.00	-	-	-	-	-	-	389,930.88	-	-	-	-	-	-	-	-
Refund of Administrator's Remuneration to FEAP General Fund	15,427.37	-	15,427.37	-	-	-	-	-	-	-	-	-	15,427.37	-	-	-	-	-	-	-	-
Refund of Administrator's Disbursements to FEAP General Fund	360,445.55	-	360,445.55	-	-	-	-	-	-	-	-	-	360,445.55	-	-	-	-	-	-	-	-
Refund inaccuracy paid by GP to 1999 Scheme	360,445.55	-	360,445.55	-	-	-	-	-	-	-	-	-	360,445.55	-	-	-	-	-	-	-	-
GST Refund	181,139.79	202,083.89	3,382.28	4,864.16	820.42	2,012.19	3,030.30	-	360,445.55	-	-	-	14,099.35	11,020.08	15,646.20	10,250.62	37,764.57	42,300.24	110,156.22	7,027.63	278,074.54
GST Receivable	69.24	-	69.24	-	-	-	-	-	-	-	-	-	69.24	-	-	-	-	-	-	-	-
Total Other Receipts	4,928,956.78	428,596.81	5,464,969.42	1,412,994.62	185,658.98	10,698.41	9,729.95	181,568.43	2,165,729.94	532,831.21	26,790.72	8,485.62	4,524,058.83	22,723.02	48,291.98	118,983.29	106,311.29	123,861.19	295,229.96	11,601.78	731,920.99
General Fund Receipts from Schemes on Appointment																					
Recovery of group GST payable	82,152.36	-	82,152.36	-	-	-	-	-	-	-	-	-	82,152.36	-	-	-	-	-	-	-	-
Recovery of group GST payable - September 2011	441,325.96	-	441,325.96	-	-	-	-	-	-	-	-	-	441,325.96	-	-	-	-	-	-	-	-
Rent recovered from schemes (Cash) FY 2011	11,200.00	-	11,200.00	-	-	-	-	-	-	-	-	-	11,200.00	-	-	-	-	-	-	-	-
Rent recovered from MS Schemes	1,074,017.34	-	1,074,017.34	-	-	-	-	-	-	-	-	-	1,074,017.34	-	-	-	-	-	-	-	-
Recovery of management fees prior to 1/4/12	386,931.36	-	386,931.36	-	-	-	-	-	-	-	-	-	386,931.36	-	-	-	-	-	-	-	-
Recovery of pre-appointment debtors (by way of offset against funds held)	348,110.24	-	348,110.24	-	-	-	-	-	-	-	-	-	348,110.24	-	-	-	-	-	-	-	-
Payment of remuneration on account of rent (except for 1994 which is a direct cost of Scheme harvest)	687,748.54	-	687,748.54	-	-	-	-	-	-	-	-	-	687,748.54	-	-	-	-	-	-	-	-
Payment of disbursement on account of rent (except for 1994 which is a direct cost of Scheme harvest)	354,005.74	-	354,005.74	-	-	-	-	-	-	-	-	-	354,005.74	-	-	-	-	-	-	-	-
Refund of Administrator's Remuneration	46,802.48	-	46,802.48	-	-	-	-	-	-	-	-	-	46,802.48	-	-	-	-	-	-	-	-
Reimbursement for refund insurance paid by GP to Scheme 1999	360,445.55	-	360,445.55	-	-	-	-	-	-	-	-	-	360,445.55	-	-	-	-	-	-	-	-
Reimbursements of insurance by MS Schemes to General Fund	2,381.96	-	2,381.96	-	-	-	-	-	-	-	-	-	2,381.96	-	-	-	-	-	-	-	-
Reimbursements of Government Charges by MS Schemes to General Fund	2,237.48	-	2,237.48	-	-	-	-	-	-	-	-	-	2,237.48	-	-	-	-	-	-	-	-
Reimbursements of Professional Costs by MS Schemes to General Fund	4,388.67	-	4,388.67	-	-	-	-	-	-	-	-	-	4,388.67	-	-	-	-	-	-	-	-
Reimbursements of Legal Costs by MS Schemes to General Fund	231,530.91	-	231,530.91	-	-	-	-	-	-	-	-	-	231,530.91	-	-	-	-	-	-	-	-
Total General Fund Receipts from Schemes	3,187,099.31	-	3,187,099.31	-	-	-	-	-	-	-	-	-	3,187,099.31	-	-	-	-	-	-	-	-
TOTAL RECEIPTS	13,609,479.42	4,013,666.71	17,623,146.13	1,412,994.62	385,932.62	219,139.59	9,499.07	1,263,186.83	13,162,074.24	1,925,701.77	83,581.44	588,668.21	15,287,525.53	410,035.96	654,609.42	1,399,293.52	1,473,139.44	1,271,210.07	3,378,885.76	3,303,888.47	7,789,232.17
Payments Made to 31 May 2013																					
Payments Allocated to Scheme Pools																					
Factory insurance	2,035,903.33	-	2,035,903.33	10,403.00	31,298.33	30,015.14	15,137.06	30,000.00	708,998.24	129,507.95	120,047.01	37,254.77	1,333,661.50	39,268.06	71,069.70	149,849.31	190,528.28	168,219.67	246,338.10	34,511.84	902,221.84
Insurance - Public Liability and Workers Compensation	120,031.43	-	120,031.43	400.23	407.27	717.42	14,151.32	1,284.54	26,714.44	3,860.31	2,344.25	1,111.18	90,980.97	2,662.91	5,271.17	11,147.49	13,255.95	11,465.77	20,828.21	4,468.95	69,810.46
Insurance (No GST)	5,080.00	-	5,080.00	27.11	13.98	43.30	77.19	1,437.12	3,711.87	681.72	681.72	1,863.13	12,816.38	128.08	248.21	518.92	616.05	512.66	966.24	129.08	1,139.16
External Rent	1,090,657.77	-	1,090,657.77	-	-	-	-	-	15,041.06	594,205.11	814,616.59	110,577.79	42,016.38	14,696.64	1,690,657.77	-	-	-	-	-	-
External Rent (No GST)	798,234.44	-	798,234.44	-	-	-	-	-	68,394.75	221,841.86	493,437.83	-	798,234.44	-	-	-	-	-	-	-	-
Internal rent paid (Cash) FY2011 via FEAP General Fund	11,200.00	-	11,200.00	-	-	-	-	-	-	-	-	-	11,200.00	-	-	-	-	-	-	-	-
Internal rent paid (Cash) FY2011	9,906.55	-	9,906.55	-	-	-	-	-	1,382.37	4,085.57	-	-	9,906.55	-	-	-	-	-	-	-	-
Internal rent FY2011 - paid to FEAP General Fund by schemes	1,074,017.34	-	1,074,017.34	-	-	-	-	-	1,843.00	5,410.00	-	-	1,074,017.34	-	-	-	-	-	-	-	-
Internal rent FY2011 - applied by FEAP in respect of Administrators Fees by exercise of Administrator Lien	2,552,435.25	-	2,552,435.25	17,680.43	15,955.26	14,851.33	45,600.70	97,500.00	1,852,029.04	256,486.00	106,396.15	90,266.35	2,552,435.25	-	-	-	-	-	-	-	-
Internal rent FY2011 - applied by FEAP in respect of Administrators Fees by exercise of Administrator Lien	637,139.42	-	637,139.42	-	-	-	-	-	561,199.22	44,139.17	1,051.51	19,940.70	637,139.42	-	-	-	-	-	-	-	-
Administration Remuneration	1,028,669.37	-	1,028,669.37	-	-	-	-	-	-	-	-	-	1,028,669.37	-	-	-	-	-	-	-	-
Deed Administration Remuneration	4,448,097.98	-	4,448,097.98	6,024.82	31,793.55	4,693.43	7,394.79	18,968.25	1,382,763.51	310,910.38	-	-	80,398.88	1,637,384.77	140,955.10	264,289.89	548,734.55	538,145.05	405,119.15	963,838.71	1,164,543.37
Forestry maintenance FY2011	256,060.91	-	256,060.91	-	-	-	-	-	15,617.47	40,460.12	24,707.91	1,697.62	256,060.91	-	-	-	-	-	-	-	-
Forestry maintenance FY2012	134,246.18	-	134,246.18	-	-	-	-	-	801.91	93,104.93	10,464.84	8,199.48	1,346,248.18	-	-	-	-	-	-	-	-
Forestry maintenance FY2013	47,739.08	-	47,739.08	-	-	-	-	-	38,098.64	5,914.70	2,536.71	248.18	47,739.08	-	-	-	-	-	-	-	-
Forestry maintenance FY2013 (No GST)	12,381.92	-	12,381.92	-	-	-	-	-	355.80	7,850.07	2,867.29	1,193.95	12,381.92	-	-	-	-	-	-	-	-
Forestry manager fee FY2011	152,802.24	-	152,802.24	1,935.34	4,111.48	4,230.57	5,560.62	10,196.27	89,498.75	18,811.06	13,565.54	3,380.01	152,802.24	-	-	-	-	-	-	-	-
Forestry assessment FY2012	58.49	-	58.49	-	-	-	-	-	-	-	-	-	58.49	-	-	-	-	-	-	-	-
Total Payments Allocated to Scheme Pools	15,313,951.82	-	15,313,951.82	86,971.13	189,276.49	63,019.69	295,052.30	992,719.03	7,642,465.18	932,821.45	341,628.99	277,019.39	16,171,229.29	218,873.14	415						