

Sales Form

Agreement to List For Sale on Forest Enterprises Secondary Market

I/We, (Full Name: _____) ('Seller')

Address: _____

Phone: _____ (day) _____ (night) _____ (mob)

Fax: _____ Email: _____

I/We request Forest Enterprises Limited ('FEL') to list for sale on the FEL Secondary Market (number) _____ ('Shares') shares in the _____ ('Investment') described in the Share Certificate(s) attached according to the terms and conditions set out below.

I/We request that Offers received be officially communicated to us by _____ (please enter either fax or email and check that the fax and/or email details above are correct).

I/We acknowledge we have read and agree to be bound by the terms and conditions set out below.

Signed by (print full name) _____ [Signature] _____

If joint shareholders

Signed by (print full name) _____ [Signature] _____

TERMS AND CONDITIONS

1. TERM

The Seller agrees to list the Shares for sale on the FEL Secondary Market for a 4 (four) month period commencing from the date of receipt of this agreement by FEL ('Term'). If the Shares are not sold by the end of the Term, the Seller may pay a further Listing Fee and continue to have the Shares listed for sale for a further Term failing which the listing will lapse. The Seller may withdraw the Shares from sale at any time by notice in writing to FEL.

2. OWNERSHIP OF SHARES

The Seller acknowledges and warrants that it is the legal and beneficial owner of the Shares, that the Shares are the sole and unencumbered assets of the Seller, and that there are no outstanding amounts due and owing to the Investment.

3. OFFER AND ACCEPTANCE

Upon receipt of an offer for the shares, FEL will communicate the offer to the Seller in the manner nominated above. If the Seller wishes to accept the offer, less the brokerage payable, the Seller shall advise FEL accordingly by the advised 'Expiry Date' which will be approximately 3 days from date and time of communication of the offer. In the event that there are multiple sellers of shares in the same investment, offers received will be communicated to one seller at a time in order of listing determined by the date and time of receipt of this Sales Form by FEL. Each seller will have first refusal of an offer from when communicated until the Expiry Date (or earlier if the offer is declined before the Expiry Date).

4. LISTING FEE AND BROKERAGE

A Listing Fee of \$375 per parcel of 200 shares ('Parcel') is payable for each term that the Shares are listed for sale. From each successful sale, FEL will deduct a brokerage fee for each Parcel of \$350 plus 2% of the sale price above \$10,000.

5. DOCUMENTATION

This agreement should be forwarded to FEL with the separate signed Share Transfer Form(s), the Share Certificate(s) for the Shares, together with payment of the Listing Fee. In the event that the Shares are withdrawn from sale or the listing lapses, the Share Certificate will be returned to the Seller and the signed Transfer Form(s) destroyed.

6. INDEMNITY

The Seller agrees and acknowledges that any subsequent contract for the sale of the Shares is between the Seller and the Buyer, and whilst FEL will in the manner set out above co-ordinate and facilitate the process, FEL has no responsibility or liability to the Seller should the Buyer default in its obligations to complete the sale and transfer. The Seller shall indemnify FEL, its officers, agents and employees against any cost, claim, expense or damage incurred by FEL howsoever arising from the offer and/or sale of the Shares on the FEL Secondary Market.

