

Whisky Barrel Order Form

I would like to buy the following number of Nant Single Malt Whisky Barrels: (4 Year Maturation Period)

✓	Quantity	Price	Return	Total
<input type="checkbox"/>	1 Barrel @ 9.5% compounded annually	\$5500.00 Incl. GST	Guaranteed buyback of \$7188.00 +GST (if applicable)	_____
<input type="checkbox"/>	2 Barrel @ 9.5% compounded annually	\$11,000.00 Incl. GST	Guaranteed buyback of \$14,376.00 +GST (if applicable)	_____
<input type="checkbox"/>	3 Barrel @ 9.5% compounded annually	\$16,500.00 Incl. GST	Guaranteed buyback of \$21,564.00 +GST (if applicable)	_____
<input type="checkbox"/>	4 Barrel @ 9.5% compounded annually	\$22,000.00 Incl. GST	Guaranteed buyback of \$28,752.00 +GST (if applicable)	_____
<input type="checkbox"/>	5 Barrel @ 9.5% compounded annually	\$27,500.00 Incl. GST	Guaranteed buyback of \$35,940.00 +GST (if applicable)	_____
				Total Amount Due _____

Payment Arrangements

I have read and understood the Nant Estate Barrel offer and acknowledge the terms and conditions outlined in this document.

I have attached a Cheque payable to Nant Estate Pty Ltd., PO Box 4 Bothwell, Tasmania, 7030

I have made an electronic funds transfer to the National Australia Bank
BSB: 084 004 Account number: 57 618 0235

Registered Owner's Name

Contact Person

Address

Suburb

State

Postcode

Daytime Contact Number

Mobile

Fax

Email Address

Signature

Terms and Conditions

Every buyer has different objectives and we ask that you consult your independent advisor before making this purchase. Please contact The Nant Estate if you have any questions regarding this offer.

1. The Offer

1.1 Nant Estate Pty Ltd is offering whisky connoisseurs the opportunity to purchase a 100 litre barrel of Tasmanian single malt whisky (the "Barrel") to be produced by the Nant Distillery exclusively for the Nant Estate Pty Ltd. The Nant Estate Pty Ltd retains the right not to accept any application received.

1.2 The Purchase Price of the barrel includes:

- (a) 100 litres Tasmanian single malt whisky;
- (b) the barrel;
- (c) storage;
- (d) ongoing quality monitoring;
- (e) transport between the Nant Distillery and the bond store;
- (f) management fee;
- (g) auditing costs,
- (h) insurance and
- (i) initial testing and recording.

1.3 The Barrel will be held in store and aged for a minimum of four years. (the "Maturation Period").

1.4 At the end of the Maturation Period the Buyer may at their discretion sell the Barrel to the Nant Distillery at the rate of return contained in the Order form.

2. Purchase Price

The purchase price for the whisky is \$5000 + GST as contained in the Application Form and selected by the Buyer.

3. Guaranteed Return

The Nant Estate Pty Ltd guarantees to buy back the whisky barrel as a put option from the buyer at a return equivalent to 9.5% compounded annually from the date that cleared funds are received in full and not from the date the barrel is produced. At the end of the Maturation Period, the Buyer may elect to purchase a new barrel with their returns.

4. Angel's Share

4.1 The Buyer acknowledges that during the Maturation Period the Volume of the Barrel will decrease due to evaporation of alcoholic vapour (the "Angels' Share"). This is usually about 2% per year.

5. Insurance

5.1 The Buyer agrees that the Barrel is at the risk of the Buyer from:

- (a) the date of this Agreement if the Barrel has been manufactured;
- (b) the date of the manufacture of the Barrel if the Barrel has not been manufactured at the date of this Agreement; and that insurance of the Barrel is included in the purchase price. It is recommended that the purchaser take out additional insurance if they deem it to be necessary.

6. Excise

6.1 In some circumstances the Buyer may elect to retain some of the whisky for personal consumption. If the Buyer takes possession of some of the whisky, the Buyer will be liable for the excise and bottling charges. The Nant Estate will buy back the remainder of the whisky at the specified return less the amount retained by the buyer.

7. Risks

- 7.1 Existence of Barrel: The existence of the barrel is paramount to the protection of the buyer's purchase. Each buyer will be advised of their production slot and will receive a unique cask identification number and registration certificate for their barrel on production.
- 7.2 Security of the Barrel: For security the Nant Estate Pty Ltd will hold your Barrel in a bonded store on the estate, registered with the Australian Taxation Office. The Nant Distillery will also provide each Buyer with a registration certificate upon production of the Barrel. By prior appointment a buyer may attend the Nant Distillery to view the register and their barrel.
- 7.3 Solvency: Each buyer holds title to their individual barrel of whisky. The ownership of the barrel is transferred from the Nant Estate Pty Ltd to the buyer on the date of production of the whisky.

If the company were to become insolvent, the buyer would be able to take possession of their barrel and transfer it to another bonded store, or the administrator could sell their barrel for them. Should the buyer retain their whisky not in a bonded store, excise would be due and payable on the whisky.

7.4 Quality of the Whisky: The Nant Distillery has engaged Bill Lark, of the Lark Distillery to provide expert opinion on the production process and warehousing to ensure the whisky is produced to the highest possible standards using our production process. There is no guarantee as to the final whisky flavour as each barrel is unique in character.

7.5 Maturation: The duration of maturation will vary depending on the date that your whisky has been barrelled due to production schedules but will generally be between 4 years and 5 years.

8. Application Form and Conditions

8.1 Applications can be made by completing the Nant Estate Pty Ltd Whisky Order Form (the "Order Form") and returning it and the purchase price to: The Nant Estate Pty Ltd PO Box 4 Bothwell Tasmania. 7030.