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Hamilton Chase

Hamilton Chase Select Investment Fund

ARSN 618 490 494

Product Disclosure Statement

7 January 2019

Trustee
Melbourne Securities
Corporation Limited

ACN 160 326 545
AFSL No. 428289



Fund Manager
Hamilton-Chase Pty Ltd

ACN 614 420 807
Authorised Representative No. 1253335
of Momentum Wealth Management
Corporation Pty Ltd
ACN 168 372 870 AFSL No. 454895



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Important Information

This Product Disclosure Statement is dated 7 January 2019 and has been issued by Melbourne Securities Corporation Limited ACN 160 326 545 AFSL No.428289, the responsible entity and trustee (**Responsible Entity** or **Trustee**) of the Hamilton Chase Select Investment Fund ARSN 618 490 494 (**Fund**). Hamilton-Chase Pty Ltd ACN 614 420 807 (**Fund Manager**) has been appointed as the Fund Manager of the Fund. The Fund Manager is a Corporate Authorised Representative No. 1253335 of Momentum Wealth Management Corporation Pty Ltd ACN 168 372 870, holder of AFSL No. 454895.

The Fund is a registered managed investment scheme. This document relates to the offer (**Offer**) of interests in the Fund consisting of Units in the Cash Trust and the Sub-Trusts established, or to be established, in the Fund. A supplementary disclosure document (**SPDS**) will be issued with details in respect of each Sub-Trust. Before investing in the Fund or a Sub-Trust, Investors must read the SPDS in its entirety in conjunction with this PDS in its entirety and complete the attached application form.

The information in this document is of a general nature only and in preparing this document and making the Offer, neither the Fund Manager nor the Trustee has taken into account the investment objectives, financial situation or particular needs of individual Investors. Investors should obtain their own independent advice and consider the appropriateness of the Offer having regard to their objectives, financial situation and needs. It is important that Investors read the entire document before making any investment in the Fund. In particular, in considering the prospects of the Fund, Investors should consider the risk factors that could affect the financial performance of the Fund. The significant risk factors affecting the Fund are summarised in Section 5 of this document.

No person is authorised to give any information or to make any representation in connection with the Offer which is not contained in this document. Any information or representation not contained in this document may not be relied on as having been authorised by the Trustee in connection with the Offer or the Fund.

An investment in the Fund does not represent a deposit with or a liability of the Fund Manager or the Trustee and is not covered by the deposit or protection provisions available to depositors that make a deposit with an Australian ADI. An investment in the Fund is subject to investment risk, including possible delays in repayment and loss of income or capital invested.

None of the Trustee, the Fund Manager or any of their directors, advisers, agents or associates in any way guarantee the performance of the Fund, any return of capital or any particular rate of return on an investment in the Fund and, to the maximum extent permitted by law, they each deny liability for any loss or damage suffered by any person investing in the Fund. Investors should note that the Fund includes a number of Sub-Trusts. The assets of one Sub-Trust are not available to satisfy liabilities in another Sub-Trust.

This document includes forward looking statements such as statements that contain the words "believe", "intend", "estimate", "expect" or words of similar meaning. All statements other than statements of historical facts included in this document are subject to known and unknown risks, uncertainties and other factors that could cause the actual results or performance of the Fund to be materially different

from those implied by such forward looking statements. Any forward looking statements are based on assumptions current as at the date of this document and there can be no assurance that such statements, estimates or projections will be realised.

If Investors receive this document electronically, they should ensure that they have received the complete Application Form and this document. If Investors are unsure whether the electronic document is complete, Investors should contact the Fund Manager. A printed copy is available free of charge. Unless otherwise determined by the Trustee, interests in the Fund to which this document relates will only be issued on receipt of an Application Form.

The Trustee authorises the use of this document as disclosure to clients and prospective clients of an Investor Directed Portfolio Service (**IDPS**), IDPS-like service such as a master trust or wrap account or nominee and custody service. If Investors invest in the Fund through such service Investors should note that the operator or custodian of the service will be recorded in the register as the Unit Holder in the Fund and will have the rights attaching to the Units in the Fund. The Fund Manager is not responsible for the operation of any of these services through which Investors invest. Therefore, certain rights of Unit Holders will not apply to Investors if Investors are investing through any of these services, such as the right to receive reports and statements from the Trustee and the right to attend meetings. Investors investing through such a service should also take into account the fees and charges of the operator of the service and should also read the document which explains the relevant IDPS or IDPS-like service.

Unless otherwise indicated, all fees set out in this document are inclusive of GST less any input tax credits and all dollar amounts refer to Australian Dollars (**AUD**).

Selling restrictions – Offers made in Australia

This Offer is open only to persons in Australia receiving this document, whether in paper or electronic form. This document does not constitute an offer or invitation in any other place. No action has been taken to register or qualify the Offer or otherwise to permit a public offering of interests in the Fund in any jurisdiction outside Australia. In particular, this product has not been and will not be registered under the Securities Act of 1993 (US) (**Securities Act**) or the securities laws of any state of the United States of America (**USA**) and may not be offered, sold, delivered or transferred in the USA or to, or for the account of, any US Person as defined in the Regulation S of the Securities Act. Accordingly, the distribution of this document in jurisdictions outside Australia is limited and may be restricted by law. Persons holding copies of this document who are not in Australia should familiarise themselves with and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of securities law.

Currency of Information

This document is current as at 7 January 2019. Information in this document is subject to change from time to time. If the change is not materially adverse to Investors, the Trustee may update the document by posting a notice on the Website. The Fund Manager will provide at no charge a paper copy of the updated information on request. If there is a change that is materially adverse to investors, the Trustee will replace this document or issue a supplementary product disclosure statement that contains the updated information.

Letter from the Fund Manager

Dear Investors,

With this Offer, Hamilton-Chase aims to present Investors with a unique way to invest in Australian real property and mortgages over Australian real property.

It allows access to exposure to specific property investments that can be selected by you. Each underlying property investment will be kept separate from other assets of the Fund in a separate Sub-Trust established by the Trustee for that specific investment. These Sub-Trusts will be offered to investors under a Supplementary product disclosure statement (**SPDS**) that must be read in conjunction with this document.

Investors have the opportunity to invest smaller amounts in specific property investments by acquiring units in an Equity Sub-Trust. Investors will have the right to invest directly in the specific Sub-Trust by applying for Units in the Sub-Trust.

The Fund Manager and Trustee will also offer Investors the opportunity to invest in Debt Sub-Trusts that will lend to special purpose asset-owning entities. A pre-determined rate of income to be paid to investors will be set out in the SPDS relating to the Debt Sub-Trust.

Importantly, Investors will not be required to invest into any particular Sub-Trust, but will have the option to do so if, and to the extent they wish, on and subject to the terms and conditions governing the Sub-Trust. Investors may elect to apply for units in any one or more Sub-Trusts.

Similar to any investment, an investment in the Fund carries a number of risks including:

Liquidity - Investments in a Sub-Trust must be held until the Sub-Trust is terminated, usually when the property has been redeveloped or rezoned. Equity Sub-Trusts will generally have a term of three years, and Debt Sub-Trusts a term of three to five years, unless the Unit Holders resolve to extend the term of the Sub-Trust. Subject to the Trustee's discretion, it may choose to make a Withdrawal Offer to Unit Holders to allow those who have held Units for longer than 12 months to redeem their interests in the Sub-Trust. However, the Trustee is under no obligation to do so.

Property and market risk - The value of an investment in an Equity Sub-Trust will go up and down in accordance with the fluctuating value of the underlying property which may be influenced by external market forces. In addition, although the Fund Manager has experience in property investment, the Fund is newly established so there is limited history upon which investors can evaluate the likely performance of the Fund.

Construction and development risk –The value of construction or development costs can exceed budgeted costs and the borrower may be unable to complete the project unless the borrower can obtain further funds and a change in market conditions could result in the project's value on completion being worth less than anticipated, or in lower sale rates and prices than expected.

Borrowing - Investors in Debt Sub-Trusts will have exposure to the risk of default by the special purpose asset-owning entity. Investors' rights as Unit Holders will be ranked below the secured lender. Unit Holders in a Debt Sub-Trust may have their returns impacted by default, interest rate and refinancing risk.

Full details of the risks involved are set out in Section 5 of this document.

Yours faithfully,



Paul Huggins
Managing Director
Hamilton-Chase Pty Ltd

1. Investment Overview

Before making an investment you should read the whole document and the supplementary product disclosure document (**SPDS**) for the relevant Sub-Trust and seek any professional investment and tax advice you consider necessary in order to make an informed decision as to whether to invest in the Fund or a Sub-Trust.

Key Feature	Description	Further Information
The Investment	The Hamilton Chase Select Investment Fund is designed to allow access to invest in specific properties of the investors' choice through ownership of or leading to a specific purpose property-owning entity. Investors can apply for Units in the Cash Trust in the application form accompanying this document and then have the opportunity to apply for Units in a Sub-Trust which will be offered under a supplementary product disclosure statement (SPDS) outlining details of the specific property, loan or other investment to be accessed through the Sub-Trust.	Section 2
Structure of the Fund	The Fund is a registered managed investment scheme. Each Sub-Trust will be established by the Trustee to allow investment in a specific property, mortgage or project. The rights of Unit Holders and returns for that Sub-Trust will be kept separate from the rights of Unit Holders in any other Sub-Trust within the Fund.	Section 2
Cash Trust	Investors will be able to apply for Units in the Cash Trust prior to or between making investments in Sub-Trusts. Investors will earn interest on their Units in the Cash Trust which will be distributed on an annual basis.	Section 2
Sub-Trusts	Investing in a Sub-Trust allows an Investor to choose the underlying property or loan investment in which they would like to invest that will be offered under a SPDS. In order to invest in a Sub-Trust the Investor must read the relevant SPDS and accept the offer to apply for Units in the Sub-Trust by completing the Application Form attached to the SPDS.	Section 2
Fund Manager	Hamilton-Chase Pty Ltd (Hamilton-Chase or the Fund Manager) has been appointed by the Trustee under a Management Agreement to manage the Fund.	Section 4
Trustee and Responsible Entity	Melbourne Securities Corporation Limited ACN 160 326 545 AFSL No. 428289 is the Responsible Entity and Trustee of the Fund. The Trustee will issue Units in the Cash Trust and Sub-Trusts to Investors.	Section 4
Custodian	AET Corporate Trust Pty Limited ACN 106 424 088 (AET) will be appointed by the Trustee under a Custody Agreement to hold the assets of the Fund as agent of the Trustee.	Section 4
Administrator	Apex Funds Services (Australia) Pty Ltd (Apex) will provide administration services to the Trustee in relation to the Fund.	Section 4
Eligible Investors	The Offer is available to retail clients and persons who qualify as wholesale clients (as defined in section 761G of the Corporations Act) and sophisticated clients (as defined in section 761GA of the Corporations Act).	Section 2
Minimum Initial Investment	\$50,000	Section 7
Additional Investments	Following the minimum initial investment, additional investments of a minimum of \$5,000 can be made by Investors.	Section 7
Investment Objective	To offer investments in property and debt to achieve Benchmark + 2% p.a. returns.	Section 2
Benchmark	The Fund Manager will be aiming to achieve returns in excess of 2% p.a. above the Mercer/IPD Australia Core Wholesale Property Fund Index.	Section 2

Investment Strategy	The Fund Manager will use its experience in property investment and wealth management to identify and acquire primarily real property suitable for either residential or commercial uses with significant capital growth opportunity.	Section 2
Distributions	<p>Unit Holders in Sub-Trusts will receive distributions of net income of the Sub-Trust (if any) based on their proportionate share of the Sub-Trust's net income.</p> <p>Equity Sub-Trusts are not expected to distribute net income until the end of the Term of the Trust, which is generally 3 – 5 years.</p> <p>Net income distributions for Debt Sub-Trusts will normally be paid quarterly (although the Trustee has the discretion to distribute more or less frequently).</p>	Section 7
Termination or winding up of Sub-Trusts	<p>The Trustee will initiate the winding up of a Sub-Trust at the end of the Project or as otherwise required in its discretion. Both Unit Holders of a Sub-Trust or the Trustee may initiate the termination or winding up of a Sub-Trust.</p> <p>A Sub-Trust will be wound up if the Unit Holders pass an Extraordinary Resolution (requiring 50% of the total votes that may be cast by members) to:</p> <ul style="list-style-type: none"> • wind up the Sub-Trust; • approve the change of the trustee of the Sub-Trust to someone other than the Responsible Entity of the Fund; or • change the custodian of the Sub-Trust to someone other than the Custodian of the Fund. <p>We note that if Unit Holders of a Sub-Trust vote to replace the Responsible Entity of the Fund as trustee of the Sub-Trust, the Unit Holders will cause the Sub-Trust to be wound up, as it is intended that the Responsible Entity of the Fund will be the Trustee of each Sub-Trust within the Fund. In these circumstances, the assets of the Sub-Trust will be realised and distributed in accordance with the Constitution.</p>	Section 2
Withdrawals	Limited withdrawals may be made by the Trustee in its absolute discretion during the Term of the Sub-Trust to Investors who have held their Units for a minimum of 12 months.	Section 7
Management Fee	<p>The Management Fee will be as follows for each of the different Trusts comprising the Fund:</p> <p>Cash Trust 0.25% per annum (incl GST) of Net Asset Value calculated and paid monthly in arrears directly from the Cash Trust.</p> <p>Equity Sub-Trusts Up to 3% per annum (incl GST) of Net Asset Value calculated and paid monthly in arrears directly from the Sub-Trust.</p> <p>Debt Sub-Trusts Up to 3% per annum (incl GST) of Net Asset Value comprising the interest received by the Trustee exceeding the income return which will be paid to Investors as set out in the SDPS for the Sub-Trust.</p>	Section 6
Administration Fee	<p>Up to 1% per annum of the Net Asset Value (incl GST) for Equity Sub-Trusts and Debt Sub-Trusts.</p> <p>No Administration Fee will be payable in relation to the Cash Trust.</p>	Section 6
Performance Fee	The Performance Fee applies to Equity Sub-Trusts only. The Performance Fee payable to the Fund Manager will be up to 50% of the Trust's outperformance of the Benchmark + 2% p.a. (calculated and paid in arrears at the end of the Equity Sub-Trust from the Equity Sub-Trust).	Section 6
Key Benefits	<p>Investors have the opportunity to select particular investments for which they want either debt or equity exposure and their investment in those particular properties will not be impacted by other underlying investments available within the Fund in other Sub-Trusts.</p> <p>Investors have the prospect of benefiting from the Fund Manager's</p>	Section 2



	experience in selecting and developing or rezoning property for capital growth.	
Key Risks	<p>Investments in a Sub-Trust are illiquid, and Investors will only be able to withdraw their investment in limited circumstances.</p> <p>The value of a property or loan that Investors have exposure to may go up or down and Investors are not guaranteed a return.</p> <p>For Sub-Trusts investing in property with development potential, there may be problems getting development plans through councils or town planning authorities. In addition, there is a risk that the developer may not be able to complete the development.</p> <p>For Debt Sub-Trusts with exposure to loans there are various risks associated with loans, including interest rate, refinancing and default risks.</p> <p>The Fund is newly established and has no operating history from which to evaluate or forecast future returns. The Fund Manager has experience investing in similar assets over more than 20 years. However, there is a risk that key people within the Fund Manager will be unable to fulfill their obligations in respect of the investment or the management of the Fund.</p>	Section 5
ASIC Disclosure Benchmarks and Principles	The Fund meets many of the Benchmarks and Disclosure Principles in ASIC's Regulatory Guide 45 and 46. For disclosure against these benchmarks and principles, please see Section 3 and the SPDS for a particular Sub-Trust.	Section 3

2. About the Fund

Overview

The Fund is a registered managed investment scheme available to Retail and Wholesale Investors. It comprises a Cash Trust and a number of Sub-Trusts that will be established by the Trustee for specific investments.

The Fund has been established to provide Investors exposure to Australian property or loans for the acquisition and development of property without the need to acquire the property outright, providing opportunities to diversify and structure exposure to particular property opportunities. It allows Investors to select a property based on the information about that property in the relevant supplementary disclosure document and invest in any one or more of such specific investments.

The Fund Manager intends that the Fund will make or acquire property investments that fit within the general investment thematic, meet the specific investment criteria and satisfy the due diligence and analysis of the Fund Manager.

An investment in the Fund may suit an Investor's requirements if the Investor's:

- investment time horizon is medium to long term, ie 3 – 5 years.
- risk tolerance incorporates a willingness to accept volatility in the value of the investment.
- financial means are sufficient to ensure that they can tolerate extended periods of time during which the value of their investment may fall and during which there are only limited, if any, opportunities to redeem their investments.

The key features of the Fund that will differentiate it in the market and underpin its potential for growth include:

- The industry experience and focus of the Fund Manager.
- The right but not the obligation of Investors to invest in one or more of the particular property Sub-Trusts created under the Constitution.
- The segregation of property investments between separate Sub-Trusts quarantines any income and liabilities borne by a particular Sub-Trust from any income or liabilities borne by another Sub-Trust which quarantines any loss that occurs in relation to a particular Sub-Trust to the Members of that Sub-Trust only.
- Provides Investors with an opportunity to invest in particular properties with differing returns, terms and risk based on their own preferences, risk profile and investment return requirements.
- The Fund Manager will adopt a risk management process before any investment is made by a particular Sub-Trust.

- To achieve further alignment of interest with Unit Holders, the Fund Manager and its Associates will co-invest through subscription for Units in Sub-Trusts for so long as the Fund Manager is appointed.

The key personnel of the Fund Manager have experience in acquiring, developing and investing in Australian property. Eligible Investors are invited to consider this investment opportunity as part of their overall wealth enhancement process.

Investment Strategy and Objective

The investment strategy of the Fund Manager is formulated with an objective of investing in Australian real property assets with the potential for capital growth through development or rezoning.

The Fund Manager aims to achieve returns in excess of the relevant benchmark, being 2% p.a. above the Mercer/IPD Australia Core Wholesale Property Fund Index (**Benchmark**). The Fund Manager has a Performance Fee incentive in relation to particular Sub-Trusts to achieve higher returns than the Benchmark. See Section 6 for further details on the Performance Fee.

Investment in the Cash Trust

Investors can apply for Units in the Cash Trust by using the Application Form attached to this document. Units in the Cash Trust will be issued by the Trustee at a unit price of \$1.00. Investors' monies will be pooled in the Cash Trust.

When Investors identify an opportunity in a specific property investment in which they would like to invest, they can apply to have their Units in the Cash Trust transferred for Units in the relevant Sub-Trust.

Investment in Equity or Debt Sub-Trusts

When the Fund Manager identifies a suitable property or loan investment, the Trustee will issue a SPDS for a newly created Sub-Trust that will offer Investors exposure to that property or investment.

The SPDS will contain specific information about the underlying investment of the Sub-Trust including the following:

- If it relates to a property investment, a description of the underlying property investment including its location, physical description and land size;
- if it relates to a Debt Sub-Trust, a high-level overview of the relevant loan agreement including the amount, repayment terms, gearing ratio and the income distribution that will be paid to Investors;
- any other relevant features of the Sub-Trust; and
- the date upon which offers to invest in the Sub-Trust will close.

The SDPS for each Sub-Trust will be made available on the Hamilton-Chase website (**Website**) while the offer is open.

Investors can apply for Units in the Sub-Trust through the Application Form in the SPDS. Units in the Sub-Trust will be issued for an initial price of \$1.00. The value of Units held by Investors will go up and down as the underlying property or asset is revalued, which the Trustee will do consistent with the range of ordinary commercial practice for valuing that category of Asset and provided it produces a value that is reasonably current. The valuation of Assets will be undertaken in accordance with the Trustee's Valuation Policy which is explained further in the Benchmark Disclosure in Section 3.

By applying for Units in a Sub-Trust, Investors agree to comply with the terms and conditions of this document and the SPDS for the particular Sub-Trust.

Investors will receive a tax statement and financial report on an annual basis and will receive confirmation of any investment.

Equity Sub-Trusts

The Trustee will establish a Sub-Trust for each equity investment opportunity identified and procured by the Fund Manager under the constitution of the Fund (**Constitution**). The Fund Manager will seek equity investment opportunities for residential or commercial developments or passive property holdings with a focus on townhouse or apartment developments or rezoning.

MSC, the Trustee and Responsible Entity of the Fund, will act as the trustee of the Equity Sub-Trust and the Custodian may hold an equity interest in the shares or units in the special purpose asset-owning entity established to hold the property or to develop the property for the purpose of capital gain. In Equity Sub-Trusts that involve direct property investments, the Custodian may enter into a contract of sale for the relevant property directly with a vendor.

Investors should note that they will not have a direct investment in the underlying property.

Debt Sub-Trusts

The Trustee will also establish a Sub-Trust for each debt investment opportunity procured by the Fund Manager. In seeking debt investment opportunities, the Fund Manager will focus on loans to fund residential or commercial property acquisitions and property development projects.

Loans will be made by MSC as the Trustee of the Debt Sub-Trust to corporate entities that are special purpose vehicles (**SPV**) related to the Fund Manager established for the purpose of holding acquiring and developing the property. The Custodian appointed by the Trustee will enter into the loan agreement with the

special purpose asset-owning entity established by the Fund Manager to hold the real property. Investors should note that they will not have a direct interest in the loan.

The terms of the loan will be determined between the Fund Manager and the SPV borrower (**Borrower**) on the basis of the specific funding needs of the relevant project, subject to the approval of the Trustee.

In most cases the loan will be subordinated to a separate loan agreement between the Borrower and the bank, which means that the bank will rank first in relation to enforcing the security up to the amount of the bank debt. In addition, no repayments of the amounts owing to the Trustee in its capacity as the trustee of the Debt Sub-Trust can be made until the bank debt has been repaid.

These arrangements will be provided for in a Security Trust Deed under which a Security Trustee will hold the secured property on behalf of the Trustee in its capacity as the trustee of the Debt Sub-Trust and the senior lender bank.

A Unit in a Debt Sub-Trust (**Debt Unit**) is different to a Unit in an Equity Sub-Trust (**Equity Unit**) in that the returns are limited to a fixed rate set usually by reference to the interest rate payable by the Borrower. The distribution of interest to the investor may be paid from interest received from the Borrower.

Distributions

The Trustee will seek to distribute income of an Equity Sub-Trust, if any, half-yearly as at the end of December and June, in proportion to Unit holdings in the Equity Sub-Trust. However, there is more likely to be a distribution of income at the end of the project when the property is realised.

A pre-determined distribution of income will be paid on a quarterly basis in relation to the Debt Units in the Debt Sub-Trusts, unless otherwise specified in the SPDS for the relevant Debt Sub-Trust. For further detail as to how distributions will be paid, please refer to section 7 'How to Invest'.

Relief from ASIC

The Trustee applied for and was granted relief from ASIC from the requirement to register each Sub-Trust as a separate managed investment scheme, even though the investments, assets and liabilities of each Sub-Trust will be kept separate from the investments, assets and liabilities of each other Sub-Trust. The relief from ASIC also allows the Trustee to make Withdrawal Offers to members of specific Sub-Trusts at the end of the Sub-Trust, rather than to all of the members of the Fund. The relief is granted subject to a number of conditions which the Trustee and Fund Manager propose to comply with on an ongoing basis. The conditions of the ASIC relief include:

- the Trustee must notify ASIC within 7 days of creating a Sub-Trust;
- Unit Holders of a Sub-Trust are not liable for the debts or liabilities of other Sub-Trusts;
- the Trustee is not entitled to be reimbursed from one Sub-Trust for liabilities or expenses incurred for other Sub-Trusts;
- if Unit Holders of a Sub-Trust pass a special resolution to amend the Constitution, the Trustee must amend the Constitution provided there is no adverse effect on the rights of Unit Holders of the Fund and it is in the best interests of Unit Holders of the Fund;
- if Unit Holders of a Sub-Trust pass a special resolution to wind up the Sub-Trust, the Sub-Trust must be wound up; and
- if the term of a Sub-Trust is extended, those Unit Holders who wish to exit the Sub-Trust may be replaced by new Unit Holders.

Winding up Sub-Trusts

The Trustee will initiate the winding up of a Sub-Trust at the end of the Project or as otherwise required in its discretion. Both Unit Holders of a Sub-Trust or the Trustee may initiate the termination or winding up of a Sub-Trust.

A Sub-Trust will be wound up if the Unit Holders pass an Extraordinary Resolution (requiring 50% of the total votes that may be cast by members) to:

- wind up the Sub-Trust;
- approve the change of the trustee of the Sub-Trust to someone other than the Responsible Entity of the Fund; or
- change the custodian of the Sub-Trust to someone other than the Custodian of the Fund.

If Unit Holders of a Sub-Trust pass an Extraordinary Resolution to replace the Responsible Entity of the Fund as trustee of the Sub-Trust, the Unit Holders will cause the Sub-Trust to be wound up, as it is intended that the Responsible Entity of the Fund will be the Trustee of each Sub-Trust within the Fund.

Similarly, it is intended that the Custodian of the Fund will also act as custodian for each Sub-Trust and if Unit Holders pass an Extraordinary Resolution to replace the custodian in relation to Sub-Trust, the Unit Holders will cause the Sub-Trust to be wound up.

3. ASIC Benchmarks and Disclosure Principles

As a registered managed investment scheme investing in property and mortgages, the Fund is required to comply with ASIC's *Regulatory Guide 45: Mortgage Schemes: Improving disclosure for retail investors (RG 45)* and *Regulatory Guide 46: Unlisted property schemes: improving disclosure for retail investors (RG 46)* depending on the assets in the Sub-Trusts at any point in time.

While the Fund has at least 50% of its assets in the Sub-Trusts invested in loans secured by mortgage over real property, RG 45 will apply. While the Fund has at least 50% of its assets invested in real property, RG 46 will apply.

Please see our website www.hamiltonchase.com.au for updated information as the benchmarks and disclosure principles and the Fund's performance against them can change. The Fund Manager will review and update the benchmark and disclosure principle information on its website in the event of any material change and in any other case on a half-yearly basis.

Benchmark and Disclosure Principle from RG 45: Mortgage Schemes	Benchmark Met /Not Met	Disclosure 'If Not, Why Not'
Benchmark and Disclosure Principle 1: Liquidity	This benchmark is met.	The Fund Manager prepares cash flow estimates that demonstrate the Fund's capacity to meet expenses, liabilities and other cash flow needs for the next 12 months, which are updated to reflect any material changes and approved by the Trustee at least every 3 months. Cash flow estimates will be prepared on the basis of the assumption that there will be no inflows from new applications and withdrawal requests will be made and processed as can be reasonably expected by the Fund Manager. There is a limited right to make a Withdrawal Request prior to the project in the Sub-Trust being completed and the Sub-Trust being wound up.
Benchmark and Disclosure Principle 2: Scheme Borrowing	This benchmark is met.	The Trustee will not borrow on behalf of the Fund.
Benchmark and Disclosure Principle 3: Portfolio diversification	This benchmark is not met.	Each Sub-Trust invests in a particular property or project for development. Details of the project are set out in the SPDS issued in relation to the Sub-Trust. Investors can invest in one or more of the available projects by investing in more than one Sub-Trust, each held in its own particular Sub-Trust which might include a residential or commercially zoned property or might include a mortgage rather than a property investment.
Benchmark and Disclosure Principle 4: Related Party Transactions	This benchmark is not met.	In a Debt Sub-Trust, the Trustee will lend to the special purpose asset-owning entity which may be a Related Party of the Fund Manager. The Trustee maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest. The Trustee also has a Conflicts of Interest Policy and Procedure that it will comply with and review on a regular basis. If required, the Trustee will obtain consent from the members of the Fund in relation to related party transactions.
Benchmark and Disclosure Principle 5: Valuation Policy	This benchmark is met.	The Trustee maintains and complies with a written valuation policy that requires: (a) a valuer to: (i) be registered or licensed in the relevant state, territory or overseas jurisdiction in which the property is located (where a registration or licensing regime exists), or otherwise be a member of an appropriate professional body in that jurisdiction); and (ii) be independent; (b) procedures to be followed for dealing with any conflicts of interest; (c) rotation and diversity of valuers; (d) in relation to security for a loan, an independent valuation to be

		<p>obtained:</p> <ul style="list-style-type: none"> (i) before the loan is given; (ii) for a development property, on an 'as is' and 'as if complete' basis; (iii) for all other property on an 'as is' basis; and (iv) within two months after the directors of the Trustee form a view that there is a likelihood that a decrease in the value of security property may have caused a material breach of a loan covenant. <p>Where development properties are valued on an 'as if complete' basis there is a risk that the valuation will not be accurately reflected in the valuation of the property when it is complete because the valuation is based on assumptions that may prove to be inaccurate including market conditions, interest rates, borrowing costs and actual costs of development.</p>
Benchmark and Disclosure Principle 6: Lending Principles – Loan to Valuation Ratios	This benchmark is met.	<p>The Fund Manager and Trustee will ensure that:</p> <ul style="list-style-type: none"> (a) where a loan is primarily for the purpose of property development – funds are provided to the borrower in stages based on independent evidence of the progress of development and the Fund does not lend more than 70% on the basis of the latest 'as if complete' valuation of property over which security is provided; and (b) where the loan is not for the purpose of property development, the Fund does not lend more than 80% on the basis of the latest market valuation of property over which security is provided. <p>The Loan-to-valuation ratio for each Sub-Trust will be set out in the relevant SPDS.</p>
Benchmark and Disclosure Principle 7: Distribution Practices	This benchmark is met.	The Trustee meets this benchmark because it will not pay distributions from Fund borrowings. It will pay returns on a quarterly basis from the Debt Sub-Trust.
Benchmark and Disclosure Principle 8: Withdrawal Arrangements	This benchmark is not met.	<p>Members will not have a right to withdraw from a Sub-Trust before the Sub-Trust is terminated. The Trustee has the discretion, but not the obligation to offer a limited right of withdrawal to Members who have held their Units for at least 12 months at the time of the offer.</p> <p>A Member wishing to accept the withdrawal offer can make a withdrawal request. The Trustee has the discretion to accept or refuse a part of any withdrawal request. If the Trustee accepts a withdrawal request, it will be required to pay the Member the withdrawal amount (less any withdrawal fees) to the Member within 21 days.</p>

While the Fund has at least 50% of its assets within the Sub-Trusts invested in real property, RG 46 will apply.

Benchmark and Disclosure Principle from RG 46: Unlisted Property Schemes	Benchmark Met / Not Met	Disclosure 'If Not, Why Not'
Benchmark 1: Gearing Policy and Disclosure Principle 1: Gearing Ratio	This benchmark is met.	<p>The Trustee maintains and complies with a written policy that governs the level of gearing for the Fund at an individual credit facility level.</p> <p>The Trustee meets this benchmark and has a written Gearing Policy which sets out a maximum gearing ratio of 75% (based on the market value of an underlying property at the time of acquisition) on an individual credit facility and Sub-Trust level.</p> $\text{Gearing Ratio} = \frac{\text{Total interest-bearing liabilities}}{\text{Total assets}}$ <p>The Fund's current gearing ratio of 70% indicates the extent to which the</p>

		<p>property in a Sub-Trust is funded by interest-bearing loans. The Fund is newly established so the gearing ratio is not based on the Fund's financial statements, but will be calculated based on the ratio of the existing Sub-Trust's borrowings to the value of the property in the Sub-Trust.</p> <p>Please see the Supplementary disclosure document for the Sub-Trust for any variance to the current Fund gearing ratio of 70% that will apply to that particular Sub-Trust.</p>
Benchmark 2: Interest coverage policy and Disclosure Principle 2: Interest Coverage Ratio	This benchmark is met.	<p>The Trustee will maintain and comply with a written policy that governs the level of interest cover at an individual credit facility level. The interest ratio cover gives an indication of the Fund's ability to meet interest payments from earnings.</p> <p>Where the property of the Sub-Trust is to be developed, the Trustee is not able to calculate the interest cover ratio. The terms of repayment of the loan facilities entered into by the Trustee will be set out in the SPDS pertaining to each individual project.</p>
Benchmark 3: Interest Capitalisation and Disclosure Principle 3: Scheme Borrowing	This benchmark is not met.	<p>Generally, the interest expense of a Sub-Trust that involves development will be capitalised.</p> <p>The Fund does not have any borrowings.</p>
Disclosure Principle 4: Portfolio Diversification	Not applicable.	Each Sub-Trust invests in a particular property or project for development. Details of the project are set out in the SPDS issued in relation to the Sub-Trust. Investors can invest in one or more of the available projects, each held in its own particular Sub-Trust which might include a residential or commercially zoned property.
Benchmark 4: Valuation Policy	This benchmark is met.	<p>The Trustee maintains and complies with a written valuation policy that requires:</p> <p>(a) a valuer to:</p> <ul style="list-style-type: none"> (i) be registered or licensed in the relevant state, territory or overseas jurisdiction in which the property is located (where a registration or licensing regime exists), or otherwise be a member of an appropriate professional body in that jurisdiction); and (ii) be independent; <p>(b) procedures to be followed for dealing with any conflicts of interest;</p> <p>(c) rotation and diversity of valuers;</p> <p>(d) valuations to be obtained in accordance with a set timetable; and</p> <p>(e) for each property, an independent valuation to be obtained:</p> <ul style="list-style-type: none"> (i) before the property is purchased; (ii) for a development property, on an 'as is' and 'as if complete' basis; and (iii) for all other property on an 'as is' basis. <p>Where development properties are valued on an 'as if complete' basis there is a risk that the valuation will not be accurately reflected in the valuation of the property when it is complete because the valuation is based on assumptions that may prove to be inaccurate including market conditions, interest rates, borrowing costs and actual costs of development.</p>
Benchmark 5 and Disclosure Principle 5: Related Party Transactions	This benchmark is not met.	<p>The Trustee maintains and complies with a written policy on Related Party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest. The Trustee has a Conflicts of Interest Policy and Procedure that it will ensure compliance with and review on a regular basis.</p> <p>The Trustee will lend to the special purpose asset-owning entity which may be a Related Party of the Fund Manager.</p> <p>If required, the Trustee will obtain consent from the members of the Fund in relation to related party transactions.</p>

Benchmark 6: and Disclosure Principle 6: Distribution Practices	This benchmark is met.	The Trustee meets this benchmark because it will only make distributions from an Equity Sub-Trust from operation of a property in a Sub-Trust, which will be unlikely. The Trustee will only distribute capital upon the realisation of the underlying property and will not distribute unrealised capital gains.
Disclosure Principle 7: Withdrawal Arrangements	Not applicable.	Members will not have a right to withdraw from a Sub-Trust before the Sub-Trust is terminated. The Trustee has the discretion, but not the obligation to offer a limited right of withdrawal to Members who have held their Units for at least 12 months at the time of the offer. A Member wishing to accept the withdrawal offer can make a withdrawal request. The Trustee has the discretion to accept or refuse a part of any withdrawal request. If the Trustee accepts a withdrawal request, it will be required to pay the Member the withdrawal amount (less any withdrawal fees) to the Member within 21 days.
Disclosure Principle 8: Net Tangible Assets	Not applicable.	Net Tangible Assets per Unit will be calculated using the following formula: $\text{NTA} = \frac{\text{Net Assets} - \text{intangible assets} \pm \text{any other adjustments}}{\text{Number of units in the Sub-Trust on issue}}$ The Net Tangible Assets for each Equity Sub-Trust will be set out in the SPDS relating to that Sub-Trust. The NTA for the Sub-Trust will be updated to Members at every valuation, which is likely to be annually. The NTA Per Unit is calculated by reference to the most recent valuation of the underlying property of the Sub-Trust less any outstanding expenses related to that property divided by the number of Units on issue in the Sub-Trust. The Sub-Trust will not hold any tangible assets other than money held in bank accounts and the underlying property.

4. Management of the Fund

Fund Manager

The key personnel of Hamilton-Chase Pty Ltd (**Fund Manager**) have more than 25 years of experience in property in particular land banking, subdivisions, master planning, large spec homes both locally and internationally, medium and high density development and direct property investment.

The Fund Manager will source and manage the investment of the Fund. Hamilton-Chase uses an active approach with analysis of investment opportunities based on a deep understanding of the property market developed over many years.

The Fund Manager will:

- source quality Australian real estate, negotiate the terms of loans with borrowers, obtain valuations, assess investment opportunities and liaise with stakeholders;
- manage the investments including ensuring appropriate documentation is prepared and entered into, mortgages and securities are registered, interest payments are paid, managing and enforcing loans where borrowers are in default; and
- prepare reports and communications with Members of the Fund.

Hamilton-Chase has a long history in asset management in particular property development completing over \$645 million in development projects from Melbourne to Sydney and far north Queensland. Its success has always been on the ability to fully optimize and enhance sites to an optimum level. The group has over 25 experienced staff while all specialised consultants are outsourced to “best of breed” in both Melbourne and Sydney.

Hamilton-Chase maintains a majority of Non-Executive Directors. The Board is experienced and reputable. This governance and oversight ensures high operating standards always.

We understand that the security and management of your money and investments is very important.

A professional trustee firm independent of the Fund Manager has been appointed to act as Responsible Entity and Trustee of the Fund and has appointed an independent custodian to hold the assets of the Fund.

Hamilton-Chase has entered a Management Agreement with the Trustee to manage the Fund.

Trustee

Melbourne Securities Corporation Ltd (**Trustee**) is a professional trustee firm, licensed by the Australian Securities and Investments Commission (**ASIC**).

The Trustee has been appointed as trustee and Responsible Entity of the Fund to act on behalf of

investors and will provide oversight in respect of compliance of the Fund with the Corporations Act and ASIC guidance.

The Trustee is the holder of Australian Financial Services Licence No. 428289 (**AFSL**). In exercising its powers and duties, the Trustee must:

- act honestly and in the best interests of investors at all times;
- exercise a reasonable degree of care and diligence;
- comply with the Fund’s constitution and all applicable laws;
- ensure Fund property is separated from the property of the Fund Manager and other entities; and
- assume ultimate responsibility for any complaints by investors or enquiries by the regulator.

All bank accounts of the Fund will be held by the appointed Custodian on behalf of investors. The Trustee will refer to Fund disclosure documents and governing documentation before authorising any transfer of funds requested by the Fund Manager. It will also ensure investment decisions comply with Fund terms and the Fund constitution.

The Trustee is required to meet strict financial guidelines as set out in the Corporations Act and under its licence conditions, including holding adequate professional indemnity insurance, maintaining a minimum net tangible assets and it must produce regular cash flow projections to ensure it has the financial resources to meet its obligations on an ongoing basis.

The Trustee has appointed a Compliance Committee (with majority independent members) to monitor compliance and report to the directors of the Trustee on a regular basis regarding adherence of the company to the Corporations Act and ASIC requirements. If any issues or breaches are not addressed by either the management or the board of the Trustee, the Compliance Committee is obliged to report directly to ASIC.

In adherence with Corporations Act requirements, the Trustee is subject to independent financial audit. It is also subject to independent compliance audit on a minimum annual basis.

Contact details for the Trustee are provided in Section 11.

Custodian

The Trustee has appointed AET Corporate Trust Pty Limited under a Custodian Agreement. The Custodian’s role is to hold the assets in its name and act on the direction of the Trustee to effect cash and investment transactions.

Australian Executor Trustees Limited (**AET**) and its related entities are one of Australia's largest and oldest licensed trustee companies. AET has been providing custody and trustee services for over 130 years, having been established in 1880. AET is a member of the IOOF Holdings Limited (**IOOF**) Group, a leading provider of wealth management products and services in Australia. IOOF is an ASX200 listed company.

AET Corporate Trust Pty Limited has no supervisory role in relation to the operation of the Fund and has no liability or responsibility to a unit holder for any act done or omission made in accordance with the Custodian Agreement. AET Corporate Trust Pty Limited's role as Custodian is limited to holding the assets of the Fund.

AET Corporate Trust Pty Limited has not withdrawn its consent to be named in this document as custodian of the Fund in the form and context in which it is named. AET Corporate Trust Pty Limited does not make, or purport to make, any statement that is included in this document and there is no statement in this document which is based on any statement by AET Corporate Trust Pty Limited. To the maximum extent permitted by law, AET Corporate Trust Pty Limited expressly disclaims and takes no responsibility for any part of this document other than the references to its name. AET Corporate Trust Pty Limited does not guarantee the repayment of capital or any particular rate of capital or income return.

5. Risks

General

All investments carry risk. The likely investment return and the risk of losing money are different for each Sub-Trust, as each carries a different level of risk. Those specific investments with the higher expected returns may also have a higher risk of negative returns.

It is important to understand that:

- risk can be managed but it cannot be completely eliminated and that investment returns will vary and future returns may be different from past returns;
- returns are not guaranteed and there is always the chance that an investor may lose some or all of the money invested; and
- laws affecting investment in managed investment schemes may change over time.

The appropriate level of risk for an investor will depend on the investor's age, investment time frame, where and how other parts of the investor's wealth are invested, and how comfortable the investor is with the possibility of losing some of the investor's money.

The Fund Manager has the responsibility under the Management Agreement to manage the Fund's risks of investment.

Some of the significant risks associated with the Fund are set out below.

Construction and development risk

Sub-Trust investments may be used for property development projects and there are specific risks associated with development projects including:

- construction or development costs can exceed budgeted costs and the borrower may be unable to complete the project unless the borrower can obtain further funds;
- loan funds kept in reserve by the Fund Manager to complete the project being insufficient to meet the cost of completion; and
- a change in market conditions could result in the project's value on completion being worth less than anticipated, or in lower sale rates and prices than expected.

The Fund Manager will attempt to manage this risk and its elements by:

- ensuring a guaranteed maximum price building contract from reputable and established builders who have experience in the type of proposed construction to be executed between the builder and borrower;
- ensuring that the project is employing standard construction techniques and that adequate building insurance cover is in place;

- requiring minimum pre-sales or leasing commitments on the proposed development; and
- monitoring all construction loan draw-downs to ensure that there are always sufficient funds remaining to complete the project.
- An independent quantity surveyor or construction cost manager may be appointed prior to the commencement of the project to verify that there are sufficient funds available to complete the project and to verify the completion of each stage of construction prior to the draw-down of funds.

The Fund Manager will also require the developer to include a contingency factor on total construction costs for the purposes of the debt funding required for each specific project.

Valuation risk

There is a risk that the valuation of a property over which security will be taken by a lender is inaccurate at the time of the loan so that the amount realised on a forced sale is less than would have been expected had the valuation been accurate. There is also the risk that a valuer who provides an inaccurate valuation does not have or no longer has adequate professional indemnity insurance to cover the valuation on which the Fund Manager relies.

To manage this risk, the Fund Manager will rely only upon lender-approved valuers.

Security risk

This is the risk that a secured property is damaged or destroyed and the insurance cover proves to be insufficient to cover the full amount invested in the investment. The Fund Manager will manage this risk by verifying insurance certificates of currency provided by the developer and that the insured sum is commensurate with valuation of the relevant asset.

Given that the underlying security will usually be real property, which is relatively illiquid, there is also a risk that delays could occur between a loan going into default and the sale of the secured property. These delays may affect the payment of distributions to investors and, in particular, the ability of investors to receive their funds at the end of the relevant investment term due to insufficient cash being available.

Market risk

There is a risk that negative movements in the property market may impact on capital gains realised at the end of the development project or the capacity to recover the amount owing on a loan that a Debt Sub-Trust invests in.

The Fund Manager will manage market risk by keeping abreast of emerging market conditions, ensuring projects make the most of such conditions and

maintaining robust loan approvals and loan management processes.

The Fund Manager will also monitor general economic conditions by receiving regular reports on broad aspects of the Australian economy and the effect of market and other events on various categories of industries and properties. The Fund Manager will take into account general market conditions in its assessment of investments.

Default and credit risk

There is a risk that a special purpose vehicle asset owning entity may not be able to meet its financial obligations. This may result from a change in the individual financial or other circumstances of the borrower or a change in the general economic outlook that adversely affects all borrowers.

The Fund Manager will seek to manage and minimise these risks by only exposing investors to loans that meet the lending parameters set by the Fund Manager.

Investments in the Fund are not capital guaranteed. During the life of a loan, factors outside the control of the Trustee and the Fund Manager, such as economic cycles, property market conditions, government policy, inflation and general business confidence, can affect property values and a borrower's ability to continue to service a loan.

If a secured property is required to be sold to recover a debt, investors' capital may be diminished or lost if the sale fails to realise sufficient funds to satisfy the loan balance and any capitalised interest and costs. Capital relating to investments made in other Unit classes in the Fund is not available to make up any such loss.

Where a loan is not renewed, the return of investment capital may be delayed until the loan is either refinanced or repaid. Interest will be charged up to the time of repayment of the loan. The Fund Manager will seek to manage capital risk by applying conservative lending policies, efficient collection and management systems, and [the Fund's compliance programme] as determined or approved by the Trustee. All loans and valuations will be subject to periodic review.

Documentation risk

This is the risk that a problem in documentation could, in certain circumstances, adversely affect the return on an investment. The Fund Manager will manage this risk by using reputable and experienced solicitors with professional indemnity cover to prepare documentation.

Term risk

This is the risk that a loan may not be repaid or refinanced in a timely fashion, which may cause a delay or potential loss of capital. The Fund Manager will seek to manage this risk through the initial loan approval process as well as managing maturing loans in a timely fashion.

Enforcement risk

If a borrower defaults, the Fund may have to enforce its security to recover the loan and any unpaid interest. Consequently, any enforcement delay may result in the Fund temporarily having insufficient money to pay all distributions relating to that loan.

Diversification risk

As each investment option will be offered separately, there are no diversification benefits. Further, the Trustee, the Fund Manager and their related parties, officers, employees, consultants, advisers and agents cannot guarantee that investing in more than one investment will provide diversification, as this will depend on the nature of the investments selected.

In the event of a loss in respect of a particular investment, the loss **is not** spread across any other investments; rather, the loss will be borne by investors in that investment only.

Interest rate risk

Fluctuations in market interest rates may impact on an investor's investment in a Trust. For example, rising market interest rates may increase a variable loan borrower's interest costs, making it more difficult to make regular payments. Similarly, falling interest rates may lead a fixed rate borrower to repay the loan amount in order to refinance at a cheaper rate. The Fund Manager intends to manage this risk through stress testing of loan serviceability, as measured by the interest cover ratio.

Regulatory risk

The Fund's operations may be negatively affected by changes to government policies, regulations and taxation laws. Although unable to predict future policy changes, the Fund Manager will keep abreast of any potential regulatory and policy changes.

Liquidity risk

There is a risk from the lack of marketability of a property investment that cannot be bought or sold quickly enough to prevent or minimise a loss or make a profit.

The funds in the Sub-Trusts are expected to be not liquid and there will be very limited offers made by the Trustee in its absolute discretion during the duration of the Sub-Trust. Investors may be able to transfer their investment to another person, although there is no guarantee that any third party can be found to acquire the investor's investments or to acquire such investments at a fair price.

Second ranking lender risk

For an investment that involves a second ranking mortgage over the secured property (which ranks in priority behind a senior lender), in the event of a default by the borrower the Trustee's or the Fund Manager's ability to recover the amount owing under



the loan will be affected by the actions of the senior bank lender.

Generally, the senior lender will have the right to take possession of, and deal with, the secured property and assets of the borrower if various covenants of the senior lender's loan facility are not met. Because the loan's security will rank behind that of the senior lender, if the borrower defaults under any of the loan facilities and the senior lender exercises its security, the Trustee and the Fund Manager will not have day-to-day control over the borrower's assets. This will generally mean that the Trustee or the Fund Manager cannot exercise the loan's security until the senior lender has been paid in full.

Fund risk

These are risks specific to managed funds. These risks include that the Fund could terminate, the fees and expenses of the Fund could change, the Trustee may be replaced as trustee and responsible entity of the Fund or a particular Sub-Trust, and the Fund Manager may be replaced as Fund Manager of the Fund.

6. Fees and other Costs

CONSUMER ADVISORY WARNING

Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long term returns. For example, total annual fees and costs of 2% of your account balance rather than 1% could reduce your final return by up to 20% over a 30 year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

Your employer may be able to negotiate to pay lower management fees. Ask the Trust or your financial adviser.

To find out more

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website (www.moneysmart.gov.au) has a managed investment fee calculator to help you check out different fee options.

Fees and costs of the Fund

This document shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the Trust's assets as a whole.

Taxes are set out in Section 8 of this document.

You should read all the information about fees and costs because it is important to understand their impact on your investment. Similar information is included in other managed investment scheme Product Disclosure Statements so you can compare costs with those of other managed investment products.

Type of fee or cost	Amount	How and when paid
Fee when your money moves in and out of the Fund		
<i>Establishment Fee</i>	Nil	N/A
<i>Contribution Fee</i>	Nil	N/A
<i>Withdrawal Fee</i>	Nil	N/A
<i>Exit Fee</i>	Nil	N/A
Management Costs		
The fees and costs for managing your investment	<p><i>Administration Fee</i> of up to 2.2% (incl GST) per annum of the Net Asset Value of the Fund</p> <p><i>Management Fee</i> of up to 3.3% (incl GST) per annum of the Net Asset Value of the Fund</p> <p><i>Performance Fee</i> of up to 50% of the Trust's out-performance of the Benchmark + 2% per annum over the duration of the Sub-Trust (incl GST)</p>	<p>Management costs are calculated monthly and are payable monthly in arrears from the relevant Sub-Trust. Management costs vary for each Sub-Trust and will be detailed in the applicable SPDS. Subject to the SPDS, they are comprised of:</p> <p>Administration Fees:</p> <p>Cash Trust: 0.25% per annum incl GST of Net Asset Value</p> <p>Equity Sub-Trust: Up to 1.10% per annum (incl GST) of Net Asset Value</p> <p>Debt Sub-Trust: Up to 1.10% per annum (incl GST) of Net Asset Value</p> <p>Management Fees:</p> <p>Cash Trust: Nil</p> <p>Equity Sub-Trust: Up to 3.3% per annum (incl GST) of Net Asset Value</p> <p>Debt Sub-Trust: up to 3.3% per annum (incl GST) of Net Asset Value</p> <p>Performance Fees:</p> <p>Cash Trust: Nil</p> <p>Equity Sub-Trust: 50% of the Trust's out-performance of the Benchmark + 2% per annum over the duration of the Sub-Trust (incl GST)</p> <p>Debt Sub-Trust: Nil</p>
Service Fees		
<i>Investment switching fee</i>	Nil	N/A

* Only payable in relation to particular Sub-Trusts as disclosed in the SPDS.

Example of annual fees and costs

This table gives an example of how the fees and costs in the Fund can affect your investment over a one year period. You should use this table to compare this product with other managed investment products.

EXAMPLE – Cash Trust Fees	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR	
Contribution Fees	Nil	Not applicable
PLUS Management Costs	0.25%	And , for every \$50,000 you have you will be charged up to \$1 250 each year.
EQUALS Cost of Cash Units		<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of up to:</p> <p style="text-align: center;">\$1,250*</p> <p>What it costs will depend on the fees set out in the applicable SPDS.</p>

*Additional fees may apply

EXAMPLE – Equity Sub-Trust Fees–	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR	
Contribution Fees	Nil	Not applicable
PLUS Management Costs	4.4%	And , for every \$50,000 you have you will be charged up to \$2,200 each year
EQUALS Cost of Equity Units		<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of up to:</p> <p style="text-align: center;">\$2,200*</p> <p>What it costs will depend on the fees set out in the applicable SPDS.</p>

*Additional fees may apply

EXAMPLE – Debt Sub-Trust Fees–	BALANCE OF \$50,000 WITH A CONTRIBUTION OF \$5,000 DURING YEAR	
Contribution Fees	Nil	Not applicable

PLUS Management Costs	4.4%	And , for every \$50,000 you have you will be charged up to \$2,200 each year
EQUALS Cost of Debt Units		<p>If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 during that year, you would be charged fees of up to:</p> <p style="text-align: center;">\$2,200*</p> <p>What it costs will depend on the fees set out in the applicable SPDS.</p>

*Additional fees may apply

The above example assumes the additional contribution is made on the first day of the year and there is no Performance Fees or Acquisition Fees payable. Actual costs will depend on the level of Performance Fees and Acquisition Fees payable by the Trust. See further explanation under 'Expenses' and 'Details of Performance Fee' below.

Additional fees may be paid to a financial adviser if a financial adviser is consulted. Such fees are required to be set out in a Statement of Advice given to you by the financial adviser and will be in addition to the Management Costs disclosed above.

Additional Explanation of Fees and Costs

The expenses incurred by the Trustee in performance of its obligations and functions in relation to the Fund may be paid out of the Administration Fee and Management Fee. However, to the extent that they are not paid out of these fees and are not prohibited by the Corporations Act, the Trustee is entitled to be reimbursed out of the Fund. However, the Trustee is not currently proposing to charge any costs, charges or expenses to the Fund. If the Trustee decides to do so, it will notify Unit Holders of this prior to doing so.

The Borrower also pays fees which are not retained by the Trustee but are paid on to external parties, as set out under 'Transactional and Operational Costs' below.

In addition to the above, in performance of its obligations and functions in relation to a Debt Sub-Trust, the Trustee is entitled to be reimbursed out of the assets of that Debt Trust. This would include expenses incurred in relation to:

- (a) all unpaid interest due and payable under a mortgage which is paid by the Trustee to Unit Holders of the Sub-Trust;
- (b) all costs and expenses incurred in preparing security property for sale, including completion of building works;
- (c) all professional fees, costs and expenses incurred in relation to engaging valuers, quantity surveyors, project managers and other building or property consultants incurred in connection with the security property;
- (d) legal costs and expenses incurred in recovering all moneys to which the Unit Holders of a Debt Sub-Trust are entitled;
- (e) payment of all expenses relating to credit checks, title searches and enquiries and company searches;
- (f) payment of all rates and taxes payable on the security property; and
- (g) payments of all repairs and maintenance to the security property and of any insurance amounts.

Management fees and costs

The Fund Manager is entitled to a management fee of up to 3.0% per annum (inclusive of GST) of moneys invested (**Management Fee**).

The Fund Manager's Management Fee is paid by the Fund to the Fund Manager monthly in arrears. This fee is debited against and paid out of interest paid in each Sub-Trust or, at the discretion of the Trustee, is held to the account of the Sub-Trust on maturity or realisation or repayment of the relevant asset.

The Trustee or Fund Manager may, in its absolute discretion, waive or reduce any entitlement to recover the Management Fee.

In the event of default under a Loan which is an asset of a Debt Sub-Trust, the Borrower will usually be required to pay default interest, which the Trustee will pass on to the Unit Holders of the Debt Sub-Trust, and there will be no Management Fees or Administration Fees payable on the default interest.

The Management Cost Ratio for the Fund (which includes Administration Fees and Management Fees) is 4.0% per annum of Net Asset Value, calculated based on the estimated average Net Asset value of the Fund for the current financial year. This assumes that there will be no Equity Sub-Trusts in the Fund for the current financial year, which means there will be no Performance Fees or Acquisition Fee payable. As all indirect costs of the Fund will be paid by the Trustee and the Fund Manager out of the Administration Fees and Management Fees, there are no additional indirect costs that are not deducted directly from investor's accounts.

Transactional and operational costs

In relation to the establishment of each Debt Sub-Trust the Trustee may be required to pay the following fees to external parties which it recovers from the Borrower in the case of a Debt Sub-Trust or from the special purpose asset-owning entity in the case of an Equity Sub-Trust:

- (a) Establishment fees or Referrer fees which may be charged by the person who refers the Borrower
- (b) Bank cheque fees
- (c) Land titles office fees
- (d) PPSR search fees
- (e) Insurance fees
- (f) Payment processing fees
- (g) Valuation fees
- (h) Merchant fees
- (i) Settlement processing fees
- (j) Legal fees
- (k) Other fees which may be incurred in realisation of a security property.

An Acquisition Fee of up to 20% of the purchase price of any real property acquired by any Sub-Trust is payable under the Constitution. Whether such a fee is payable in relation to a Sub-Trust will be disclosed in the relevant SPDS.

An Asset Disposal Fee of up to 5% of the consideration received by any Sub-Trust is payable under the Constitution. Whether such a fee is payable in relation to a Sub-Trust will be disclosed in the relevant SPDS.

The Transactional and Operational Costs Ratio for the Fund is estimated to be 1.50% (inclusive of GST) and net of any reduced input tax credits), calculated based on the estimated net asset value of the Fund for the current financial year ending 30 June 2019.

Actual Transactional and Operational Costs will vary from time to time depending on the assets in the Sub-Trusts.

Details of Performance Fee

By applying for units in an Equity Sub-Trust, you also agree to pay the Fund Manager a Performance Fee, where applicable. The Performance Fee is calculated and paid at the end of the particular Equity Sub-Trust. It is not payable in relation to a Debt Sub-Trust as a pre-determined rate of income will be payable to Unit Holders of Debt Units.

For these purposes:

Benchmark means the Mercer/IPD Australia Core Wholesale Property Fund Index.

Net Asset Value (NAV) means the dollar value of the Equity Sub-Trust at the beginning of the Performance Period.

Performance Period means the period from the Starting Date to the last day of the Equity Sub-Trust for which the performance fee is being calculated.

Starting Date means the first day after the Performance Period for which the last Performance Fee was payable to the Fund Manager or the commencement date of the Sub-Trust if there is no prior Performance Period. Performance Fees are accrued and paid only when the Equity Sub-Trust has begun to out-perform the Benchmark (that is, at the end of the Performance Period in which the return outperforms the Benchmark).

A Performance Fee will be accrued and paid in any Performance Period if the accumulated performance (after the management fee and management expenses but before the performance fee) of the Equity Sub-Trust from the Starting Date until the end of the current Performance Period exceeds the accumulated performance of the Benchmark plus 2% per annum over the same time.

For example, if the Benchmark achieved a return of 5% in the period and the Equity Sub-Trust returned 8% (after management fees and expenses but before performance fees) and the Net Asset Value for the Equity Sub-Trust at the beginning of the period was \$10,000,000, then the Performance Fee would be \$55,000 ($\$10,000,000 \times 50\% \times (8\% - 7\% (5\% \text{ Benchmark plus } 2\%))$) incl GST.

Establishment fee

An Establishment Fee of up to 1% of the application monies received in relation to Units, up to a maximum of \$50,000, is payable under the Constitution. Details of any such fee that is charged will be set out in the SPDS for a Sub-Trust

Maximum fees and waiver

Under the Constitution, the Trustee has the right to accept lower fees than it is entitled to receive, to defer payment or to waive its entitlement to such fees at its discretion.

Fee calculator

ASIC's website www.moneysmart.gov.au has a managed investment calculator that can be used to calculate the effect of fees and costs on account balances.

Differential fees

In accordance with the Corporations Act, the Trustee may individually negotiate fees with investors classed as Wholesale Clients or on the basis of the value of their investments. We may also offer reduced fees to our employees, and those of any related bodies corporate.

Changes to fees and costs

The Trustee may introduce new fees or change existing fees at any time. We will notify you at least 30 days before introducing or increasing fees.

7. How to Invest

Minimum Investment

The minimum initial investment in the Fund (and the minimum holding) is \$50,000 and the minimum subsequent investment is \$5,000. The Trustee may, in its absolute discretion, reduce the minimum investment, the minimum holding or the subsequent minimum investment in the Trust.

Applications for Units

To initially invest in the Fund, investors must complete and sign the Application Form attached to this PDS and return it to the Fund Manager at the address shown together with all the information referred to on the Application Form.

To apply for Units in a particular Sub-Trust, investors must also complete the Application Form attached to the SPDS relating to the particular Sub-Trust.

When applying for Units in the Fund or a particular Sub-Trust, investors must pay the Application Amount to the Custodian by way of bank transfer, who will hold the amount in an Applications Account until the Units in the Cash Trust or an Equity Sub-Trust or Debt Sub-Trust are issued to the investor. The Trustee is entitled to retain any interest earned on the Application Account.

The Trustee may reject an application for units in the Fund or a particular Sub-Trust in whole or part without giving a reason for the rejection.

A Unit is taken to be issued to a Unit Holder on the later of:

- the Trustee accepts the application and the Units, are entered in the Register; or
- the application money is received by the Trustee.

The Fund Manager will send Unit Holders a confirmation of allotment.

The Trustee will be entitled to retain any interest earned on application money held in the Fund's trust account.

The application price for Units is the Net Asset Value + Transaction Costs divided by the number of Units on issue. By applying for Units an investor agrees to be bound by the terms of the Constitution and this document, both as amended from time to time, whilst the investor remains a Unit Holder in the Fund.

Additional investments can be made by contacting the Fund Manager. If Unit Holders choose to send Application Forms by post, facsimile or email, they bear the risk of such requests not being received. The Trustee does not accept any responsibility or liability for any loss caused as a result of non-receipt or ineligibility of any facsimile notice or email or for any loss caused in respect of any action taken as a consequence of such facsimile or email instruction believed in good faith to have originated from properly authorised persons.

Withdrawal of Units

Generally, investments in the Fund are not able to be withdrawn and investments in the Sub-Trusts will not be Liquid. However, the Trustee has a discretion to make a Withdrawal Offer in accordance with the Constitution and the requirements of Part 5C.6 of the Corporations Act where it is fair to all Unit Holders.

The Trustee has also been granted relief from ASIC to make a Withdrawal Offer only to Members of a Sub-Trust when that Sub-Trust comes to an end.

The Withdrawal Price for Units will be equal to the Net Asset Value - Transaction Costs divided by the number of Units on issue. The Trustee may value Assets to ensure that the Net Asset Value is adequately current for a Withdrawal Offer.

The Trustee has absolute discretion to limit or restrict such a Withdrawal Offer. If the Trustee refuses to give effect to all or part of a Withdrawal Request, it will advise the unit holder as soon as practical of such refusal.

Distributions

The Trustee will distribute income of an Equity Sub-Trust, if any, half-yearly as at the end of December and June, in proportion to Unit holdings in the Equity Sub-Trust. However, there is more likely to be a distribution of income at the end of the project when the property is realised.

A pre-determined income distribution will be paid on a quarterly basis in relation to Debt Units in Debt Sub-Trusts, unless otherwise specified in the SPDS for the relevant Debt Sub-Trust.

Cash distributions will be paid in A\$ and will normally be paid within 30 Business Days of the end of the distribution period. You may elect to have your distributions paid to your nominated bank account by completing the relevant section of the Application Form.

Your distributions are calculated on the basis of your per unit share of distributable income (including realised capital gains) of the Trust for the entire distribution period and not just for the period you hold your units.

Similarly, if you withdraw your investment before the last day of the distribution period, you will receive your share of any accrued income as capital. Further, the entitlement to realised capital gains during the financial year to June are distributed to Unit Holders in July. Investors in the Trust at year end will receive their share of realised capital gains irrespective of when they purchased the units in the Sub-Trust. This may give rise to a tax liability. We recommend you speak with a financial adviser or tax adviser to determine your own situation.

A distribution statement will be dispatched to all Unit holders estimating the taxable income and available credits as soon as possible after the year-end. It is

anticipated that the statement will be available by 31 July of each year. A final tax statement will be issued by 30 September each year.

The Constitution provides that the Trustee may determine valuation methods and policies from time to time, provided that the method or policy is consistent with ordinary commercial practice and results in a value that is current. It is intended that valuations will be conducted on an annual basis.

Reporting

As an investor in the Fund you are entitled to receive regular reports, including:

- An annual investment and performance report;
- An income distribution statement after each distribution;
- Annual taxation statement;
- Annual audited financial statements of the Fund; and

- A transaction statement each time you make an investment or withdrawal in the Fund.

See the application form to elect your method of receiving reports.

Material Changes and Significant Events

Where a material change is made to a matter relating to the Fund or a Sub-Trust or there is a significant event that affects a matter that would have to be disclosed in this PDS, the Trustee will notify Unit Holders of that change or event within 3 months of the change or event. Where the change relates to an increase in fees or charges, the Trustee will notify Unit Holders 30 days before the increase takes effect.

8. Taxation Summary

The following provides a summary of the general tax implications for an investment by an Australian resident individual Member who holds their Units on capital account. Each Member's taxation position will depend on their individual circumstances and accordingly this summary is necessarily general in nature.

This summary is based on the taxation laws as at the date of this PDS. Investing in a registered managed investment scheme is likely to have tax consequences. However, it is noted that taxation laws can change at any time, which may have adverse taxation consequences for Members concerned.

Each Member must take full and sole responsibility for the associated taxation implications arising from an investment in the Fund including any change in the taxation implications arising during the term of their investment. It is recommended that Members obtain their own professional and independent taxation advice before investing in the Fund.

The Fund and the Sub-Trusts

The Fund has been established so that, under the Constitution, certain Assets can be held for the benefit of Members investing in a specific Sub-Trust of the Fund, being the Cash Trust, Equity Sub-Trusts, and Debt Sub-Trusts.

For income tax and GST purposes, the Trustee will treat each Sub-Trust as a separate trust and therefore a separate entity (**Trust** or **Sub-Trust**), with the beneficiaries of each Trust being the Members holding the relevant Units in the Sub-Trust. The Trustee will register each Trust as a tax entity and lodge separate income tax and GST returns for each entity.

The following sections provide a summary of the tax treatment applicable to each Sub-Trust and the Members of those Sub-Trusts (as separate trusts and tax entities for tax purposes).

The income tax treatment of each Trust and its Members will depend on whether the Trustee elects, and is eligible, to apply the Attribution Managed Investment Trust (**AMIT**) provisions. The AMIT provisions are an elective income tax regime for qualifying managed investment trusts (**MIT**) that provide for flow-through taxation to Members. Where the AMIT provisions do not apply, the ordinary trust taxation provisions should apply to the Trust.

The Trustee has not determined that the AMIT provisions could be applied to each Trust and has not decided on the application of the AMIT provisions to the Trusts. Accordingly, the section below outlines the general income tax treatment where the AMIT provisions do not apply to the relevant Trust. The Trustee will provide an update to the extent that the relevant Trust makes an election to apply the AMIT provisions in the future.

Income Tax

A Member's investment in a Trust will comprise of Units in a Unit Trust. Each Member should be regarded as a beneficiary of the relevant Trust and both the Trust and the Members should apply the trust taxation provisions, as outlined below.

Each Trust should effectively be treated as a flow-through vehicle for income tax purposes provided that the relevant Trust distributes all of its income to the Trust's Members on an annual basis. The Trustee should therefore not pay Australian income tax on the taxable income derived by the Trust. However, this is on the condition that the relevant Trust will not be taxed as a company under the public trading trust provisions (outlined below).

Provided that the Trust is treated as a flow-through vehicle (and not a public trading trust, (outlined below)), Members should be assessed on the taxable income derived by the Trust, based on their proportionate share of the annual income of the Trust that is distributed to them in that income year. The Trust's Members will be required to include their share of taxable income in their tax return.

Tax deferred distributions

Tax-deferred distributions may occur where the Trust distributes an amount of cash that exceeds the taxable income allocated to a Member. A tax-deferred distribution may occur on a return of capital, where expenses of the Trust (e.g. bad debts) are offset against taxable income, or where there are timing differences. Certain tax-deferred distributions that are not assessable to a Member result in a reduction in the cost base of the Units held by the Member. A capital gain should arise where those tax-deferred distributions exceed the cost base of the Units.

Public trading trust provisions

It is noted that a Unit Trust that is a public trust can be taxed as a company where it carries on (or controls another entity that carries on) trading activities other than eligible investment business activities (**the public trading trust provisions**).

Generally, a trust will be regarded as a public unit trust if it either: (a) has 50 or more unit holders (directly or indirectly through other trusts); (b) makes an offer or invitation of its units to the public; or (c) has its units listed for quotation on a stock exchange. Eligible investment business activities include passive activities, such as investing in land for the primary purpose of rent and investing or trading in financial securities and arrangements.

The Trustee intends to limit the activities of each Debt Sub-Trust to eligible investment business activities so that the public trading trust provisions do not apply to the relevant Debt Sub-Trust. Furthermore, the Trustee will seek to ensure that a Debt Sub-Trust does not control entities that carry on trading activities. Accordingly, the Trustee does not expect the public

trading trust provisions to apply to the Debt Sub Trusts.

However, where an Equity Sub-Trust carries on (or controls) development activities, the activities of the relevant Equity Sub-Trust are unlikely to constitute eligible investment business activities. Where the relevant Equity Sub-Trusts also meets the definition of being a “public unit trust”, the public trading trust provisions may apply to that Equity Sub-Trust.

To the extent that the public trading trust provisions apply to a Sub-Trust, the applicable trust will be required to pay tax at the corporate taxation rate (currently 27.5% for certain small business entities and 30% for all other entities) on taxable income and would seek to pay a franked dividend to its unitholders. The exempt component of a discount capital gain or capital allowance deduction may be treated as an unfranked dividend under the public trading trust provisions.

Accruals Taxation

It is possible that the Trust may derive assessable income prior to those amounts being received by the Trust or distributed to Members. Accordingly, Members may be required to include amounts in their taxable income prior to receiving a distribution of those amounts from the Trust.

Tax losses

Where the Trust incurs a tax loss, these do not flow through the Trust to Members. However, provided that the requirements of the trust loss provisions are satisfied, the Trust may be able to carry forward those tax losses to offset them against assessable income derived in a future income year.

Disposal of Units

To the extent that a Member disposes of their Units (e.g. by way of a transfer or withdrawal) a gain or loss may arise. A capital gain or capital loss is calculated as the difference between the proceeds received by the Member on the disposal of their Units, less the cost base of their Units (adjusted for tax-deferred distributions (outlined above)).

Non-Resident Members

The taxation implications of Members that are not Australian resident for tax purposes (**non-resident Members**) are not considered as part of this PDS. However, this section provides a general outline of the Australian income tax requirements of each Trust to withhold on distributions made to non-resident Members by that Trust. It is recommended that non-resident Members obtain their own professional and independent taxation advice before investing in the Fund or a particular Sub-Trust.

Where a Member is a non-resident Member or provides details to the Trust that indicate that they are residing outside of Australia for tax purposes, withholding tax may be deducted from distributions at the applicable rate. The rates may vary according to whether the Trust qualifies as a Withholding MIT, the residency or address of the Member and the components of the distribution. Non-resident Members

may also be subject to tax in the country of their residence (but may also obtain a credit for Australian withholding tax paid).

To the extent that the interest income is derived by a Trust from an Australian source (either directly or indirectly), the Trustee should generally be liable to withhold 10% as a final Australian withholding tax. Under certain double tax agreements, the withholding rate may be reduced.

Capital gains realised upon the (direct or indirect) disposal or redemption of Units owned by non-resident Members should be subject to Australian capital gains tax if the Units are taxable Australian property. This should generally be the case where the relevant non-resident Member has a non-portfolio interest in the Trust (i.e. a greater than 10% ownership interest in the Trust) and more than 50% of the market value of the Trust's assets are attributable to Australian real property.

Based on the assets to be held by each Debt Sub-Trust, the Trustee does not believe that the Units in a Debt Sub-Trust will constitute taxable Australian property. However, it is possible that units in an Equity Sub-Trust may constitute taxable Australian property.

Annual Reporting

The Trust may be required to provide distribution information (including tax components) to the ATO on an annual basis by lodging the Annual Investment Income Report (**AIIR**).

The Trust will provide an annual tax distribution statement to Members in accordance with the ATO's guidelines for MITs. The tax distribution statement will reconcile the cash distribution with the taxable distribution for the income year.

Tax File Number (TFN) and Australian Business Number (ABN)

It is expected that each Trust will satisfy the definition of being an investment body for income tax purposes. As such, each Trust will be required to obtain a Tax File Number (**TFN**) or Australian Business Number (**ABN**) in certain cases from its Members.

It is not compulsory for a Trust's Member to quote a TFN, claim a valid exemption for providing a TFN, or (in certain circumstances) provide an ABN. However, failure to obtain an appropriate TFN or ABN from Members will result in the Trust being required to withhold at the top marginal rate (currently 47%) with respect to distributions to the Member (which may be creditable in their tax return).

Goods and Services Tax (GST)

The acquisition and disposal of units in the Trust by the Trust's Members should not be subject to GST. However, GST may apply if fees are charged to the Trust by the Trustee or the Investment Manager. In such a case, the Trust may be eligible to claim a Reduced Input Taxed Credit of either 75 per cent or 55 per cent of the GST paid on some of the fees charged to the Trust, depending on the type of fee.

Stamp Duty

The issue, redemption, transfer or any other arrangement involving a change in the unitholding of the unit trust may result in Stamp Duty consequences (for example, if the change in unitholding occurs at a time when the Trust holds dutiable property). Members should confirm the duty consequences of their dealings in Units with their taxation advisers.

Foreign Account Tax Compliance Act (FATCA)

In compliance with the U.S income tax laws commonly referred to as the Foreign Account Tax Compliance Act (**FATCA**), the Intergovernmental Agreement signed with the Australian Government in relation to FATCA, and the Taxation Administration Act 1953, the Trust will be required to provide information to the ATO in relation to: (a) Members that are US citizens or residents; (b) entities controlled by US persons; and (c) financial institutions that do not comply with FATCA.

The Trusts will register for FATCA purposes and conduct appropriate due diligence where required to do so under FATCA. Where the Trust's Members do not provide appropriate information to the Trust, the Trust may be required to report those accounts to the ATO.

Common Reporting Standard (CRS)

The Common Reporting Standard (**CRS**) is the single global standard for the collection, reporting and exchange of financial account information of non-residents, which applies to calendar years ending after 1 July 2017. The CRS is similar to FATCA, whereby the Trustee may be required to collect and report similar financial account information under the Taxation Administration Act 1953 for all non-residents investors, as well as entity investors that are foreign controlled. The ATO may exchange this information with the participating foreign tax authorities of those non-residents.

9. Additional Information

Constitution

The Constitution of the Fund, dated 10 March 2017, governs your rights and obligations as a Unit Holder. Unit Holders are bound by the provisions of the Constitution. The Constitution and the general law regulate the Fund and the Trusts and set out rights and liabilities of Unit Holders and the responsibilities and duties of the Trustee.

Some of the provisions of the Constitution are discussed elsewhere in this document. Others relate to:

- the nature of units;
- how we will calculate Issue and Withdrawal Prices, and what you are entitled to receive when you withdraw or the Trust is wound up; and
- your right to share in any Trust income, and how we calculate it.

There are also provisions governing our powers and duties including:

- our powers to invest, borrow and generally manage the Fund and the Trusts;
- our discretion to refuse transfers and applications;
- our right to amend the Constitution, provided that the changes do not adversely affect your rights in which case we would need to seek approval from Unit Holders (we will notify you in writing of any material amendments);
- the right to elect for the Fund or a particular Sub-Trust to be classified as an Attributed Managed Investment Trust (**AMIT**) if it meets the required criteria;
- the right to terminate a Trust or the Fund and then give you notice of our decision, and if we do, return your share in the net proceeds from us selling the assets of a Trust;
- the right of the Trustee to retire as Trustee if it gives Unit Holders not less than 30 days' notice; and
- the right to charge Fees and recover Expenses.

We will provide a copy of the Constitution on request by a Unit Holder or potential investor. For the duration of this document, the Fund Manager intends to charge the fees detailed in Section 6. However, under the Constitution, the Trustee and Fund Manager are entitled to receive higher fees. If the Trustee or Fund Manager wishes to increase the fees that it receives it will notify Members in advance.

Authorised Assets and Liabilities

Pursuant to the Constitution of the Fund, the Trustee has wide investment powers and may use a variety of

investment tools. However, the Fund Manager will primarily choose investments in Australian property either directly, by investing in entities that invest directly in Australian property or through property securities.

Register of Unit Holders

Units are not certificated. The Trustee will provide you with written confirmation of any contribution to the Fund. The Trustee maintains a register of Unit Holders.

Complaints

Should you have any complaints, please notify the Fund Manager in writing or by phone using the contact details provided in Section 11. The Fund Manager will acknowledge any complaint within 10 Business Days of receiving it. The Fund Manager will endeavour to investigate any complaint and decide what action (if any) to take and to notify you of this decision in writing within 10 Business Days of receipt of your complaint.

If you are not satisfied with the Fund Manager's response, you may lodge a complaint with the Australian Financial Complaints Authority if lodged on or after 1 November 2018:

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678
Mail: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Anti-Money Laundering and Counter Terrorism Financing

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (**AML/CTF Laws**) regulates financial services and transactions in a way that is designed to detect and prevent money laundering and terrorism financing.

The Trustee and Fund Manager are bound by the AML/CTF laws. By making an application to invest in the Fund or a Trust, an investor agrees that:

- it does not apply to the Fund or a Trust under an assumed name;
- any money used by the investor to invest in the relevant Trust is not derived from or related to any criminal activities;
- any proceeds from the investor's investment will not be used in relation to any criminal activities;
- if we ask, the investor will provide us with additional information we reasonably require for the purposes of AML/CTF Laws, including

information about a holder of a security, any beneficial interest in the securities, or the source of funds used to invest;

- the Trustee or Fund Manager may obtain information about an investor or any beneficial owner of a security from third parties if we believe this is necessary to comply with AML/CTF Laws; and
- in order to comply with AML/CTF Laws we may be required to take action, including;
 - delaying or refusing the processing of any application or withdrawal; or
 - disclosing information that we hold about an investor to our related bodies corporate or service providers, or relevant regulators of AML/CTF Laws (whether in or outside of Australia); and
 - such action will not result in any liability to the Trustee or Fund Manager.

Cooling Off Rights

If you are a Retail Client as defined in the Corporations Act, you have a 14 day cooling off period in relation to initial and additional investments in the Cash Trust or a Sub-Trust, in which to decide whether to proceed with the investment.

The 14 day period commences five business days after the Units are issued to you. Within this period, you may withdraw your investment by writing to the Fund Manager at the contact details set out in this document or in any other way specified in the Corporations Regulations. The written notification must include the following details: full name, address, Trust, amount invested and date of contribution.

The amount returned may be less than the amount invested. The amount you receive will be based on the Withdrawal Price calculated with reference to the time the Trustee receives your written request to withdraw your investment, subject to adjustments permitted under the Corporations Act, including deductions for any non-refundable tax or duty paid or payable relating to the investment and its withdrawal.

As the amount refunded may be greater or less than the amount initially invested, there may be tax implications. Cooling off rights do not apply to distribution reinvestments, to switching between Sub-Trusts or classes of units in the same Trust, where you have exercised any of your rights under the terms applicable to the units or where the Trust is illiquid.

Privacy

We respect your privacy and are committed to protecting your personal information. The Trustee only collects personal information about you if it is necessary for one or more of our functions. We collect and use your personal information to provide services to you and to keep you updated in relation to the Trust's development and activities. If we fail to provide certain information that we request of you for the

purpose of complying with AML/CTF Laws or obligations under FATCA or CRS, we may delay or refuse the processing of an application or withdrawal; or disclose information that we hold about you to our related bodies corporate, service providers, or relevant regulators (whether in or outside of Australia).

The specific types of information we collect and reasons for collection may vary depending on particular circumstances. The types of organisations we might disclose your personal information to include the Australian Taxation Office, our custodian, financiers, accountants and auditors, legal advisers and other professionals.

You have a right to know the information the Fund Manager or Trustee holds which relates to you and to require the Trustee to correct any errors in respect of that information. You may gain access to the personal information the Trustee holds about you, subject to certain exemptions under the Privacy Act 1988 (Cth). If you would like to make a request for access, please contact the Fund Manager.

The Custodian may collect your personal information primarily for the purpose of providing custodial services to the Trustee and for ancillary purposes detailed in AET's Privacy Policy. AET may disclose your personal information, such as, your name and contact details, along with your account information to its related bodies corporate, the Trustee, the Fund Manager, professional advisers, the land titles office and/or as otherwise instructed by the Trustee. AET is also permitted to collect and disclose your personal information when required or authorised to do so by law. AET is not likely to disclose your personal information to overseas recipients. Your personal information will be used in accordance with AET's Privacy Policy. The Privacy Policy contains information about how you may access or correct your personal information held by AET and how you may complain about a breach of the Australian Privacy Principles. You may obtain a copy of the Privacy Policy at www.aetlimited.com.au/privacy.

Eligible Investors

An application for units in the Fund can be made by Retail or Wholesale Clients as set out in section 761G(7) of the Corporations Act.

A copy of this document does not need to be, and has not been, lodged with ASIC.

This document does not constitute and should not be construed as an offer, invitation or recommendation by Hamilton-Chase or the Trustee to investors to apply for units in the Fund or any Trust in any state, country or jurisdiction (other than Australia) where such offer, invitation or recommendation may not be lawfully made. In particular, the Fund has not been registered in the United States under the Investment Company Act of 1940 and units in the Trusts are not registered in the United States under the Securities Act of 1933.

- any non-discretionary account or similar account (other than an estate or trust) held by a dealer or

other fiduciary for the benefit or account of a US Person;

- any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the US; or
- any partnership or corporation if organized or incorporated under the laws of any foreign jurisdiction and formed by a US Person principally for the purpose of investing in securities not registered under the Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D under the Act) who are not natural persons, estates or trusts.

Labour Standards and Environmental, Social or Ethical Considerations

The Trustee and Fund Manager do not take into account labour standards or environmental, social or ethical considerations when selecting, retaining or realising an investment.

Conflicts of Interest and Related Party Transactions

In a Debt Sub-Trust, the Trustee will lend to the special purpose asset-owning entity which in certain Sub-Trusts may be a Related Party of the Fund Manager.

The Trustee maintains and complies with a written policy on related party transactions, including the assessment and approval processes for such transactions and arrangements to manage conflicts of interest. The Trustee also has a Conflicts of Interest Policy and Procedure that it will comply with and review on a regular basis.

If required, the Trustee will obtain consent from the members of the Fund in relation to related party transactions.

Consent to be Named

The Fund Manager has each given its written consent to be named in this PDS and to all statements by it or said to be based on statements by it in the form and context in which they are included, and has not withdrawn this consent as at the date of this document.

The Custodian has given its written consent to be named as Custodian in this PDS and has consented to the statements made under the heading 'Custodian' in Section 4 'Management of the Fund', and has not withdrawn its consent as at the date of this document.

The Administrator and the Financial Auditors have given their written consent to be named in this PDS in the form and context in which they are included, and have not withdrawn their consent as at the date of this document.

Further Information

The preceding information is only a summary of some of the general features of the Fund and should be considered by investors in the context of and subject to any further information made available by the Fund Manager or the Trustee including the SPDS for the Sub-Trust in which you are considering investing. For further information about the Fund, a particular Trust and its investments, or to receive a copy of the Constitution, please contact the Fund Manager.

10. Glossary

The following terms have the following meanings in this document otherwise specified in this document.

Administrator	Apex Funds Services (Australia) Pty Ltd ACN 149 408 702.
ADI	Australian Deposit-taking Institution as within the meaning of the <i>Banking Act 1959</i> .
AMIT	Attribution Managed Investment Trust for the purposes of relevant taxation legislation.
Applications Account	The bank account held by the Trustee or its Custodian in which Application monies will be held prior to Units being issued to the Investor.
Application Form	Application form attached to this PDS.
Asset	An asset of the Fund including assets referable to the Cash Trust or a particular Sub-Trust.
ASIC	Australian Securities and Investments Commission.
Associates	Has the meaning given in the Corporations Act.
Business Day	A day that banks are open for business in Melbourne other than Saturday or Sunday.
Cash Trust	A trust of the Fund created under the Constitution in which Investors may hold Cash Units.
Cash Units	Units in the Cash Trust.
Constitution	Constitution of the Fund dated 10 March 2017.
Cooling Off Period	A period of 14 days from the earlier of the time the transaction is confirmed by the Trustee, or the fifth Business Day on which the Investor's interest in the Fund was issued.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Custodian	AET Corporate Trust Pty Limited ACN 106 424 088.
Debt Sub-Trust	A Sub-Trust of the Fund holding an Asset that is a loan or mortgage.
Debt Units	Units in a Debt Sub-Trust.
Equity Sub-Trust	A Sub-Trust of the Fund holding an equity interest in real property or a special purpose asset-owning entity.
Equity Units	Units in an Equity Sub-Trust.
Expenses	The expenses for which the Trustee is entitled to be reimbursed from the Fund under the Constitution.
Extraordinary Resolution	A resolution of Unit Holders of the Fund or a Trust of which the requisite notice under the Corporations Act has been given and that has been passed by at least 50% of the total votes that may be cast by Unit Holders entitled to vote on the resolution (including those who are not present in person or by proxy).
Fees	The Fees to which the Trustee is entitled to under the Constitution and as set out in Section 6.
Fund Manager	Hamilton-Chase Pty Ltd ACN 153 951 770.
Fund	Hamilton Chase Select Investment Fund ARSN 618 490 494.
MIT	Managed Investment Trust for the purposes of relevant taxation legislation.
NAV	Net Asset Value, calculated as means the Asset Value less the Liabilities of the Fund or a Sub-Trust at the relevant time.
PDS	This product disclosure statement.
Related Party	Has the meaning given in s228 of the Corporations Act as amended by s601LA of the Corporations Act for registered managed investment schemes.
Sub-Trust	A Sub-Trust for a particular investment created by the Trustee under the Constitution.
Trust	A Sub-Trust or the Cash Trust, as the context requires.
Trustee or Responsible Entity	Melbourne Securities Corporation Limited ACN 160 326 545.
Website	www.hamiltonchase.com.au

11. Directory of Contacts

Fund Manager

Hamilton-Chase Pty Ltd
ACN 614 420 807
1/247 Blackburn Road
Mount Waverley VIC 3149
Phone 03 9886 1844
Mobile 0412 565 787
Email phuggins@momentumwm.com.au
Website www.Hamilton-Chase.com.au

Trustee

Melbourne Securities Corporation Ltd
ACN 160 326 545
Level 2 Professional Chambers
120 Collins Street, Melbourne VIC 3000

Phone 1300 798 790 (Australia)
+61 3 9639 9000 (International)
Email trustee@melbournesecurities.com
Website www.melbournesecurities.com

Custodian

AET Corporate Trust Pty Limited
ACN 106 424 088
Level 3, 30 Hickson Road
Millers Point, NSW 2000

Fund Administrator

Apex Funds Services (Australia) Pty Ltd
ACN 149 408 702
Level 13, 459 Little Collins Street
Melbourne VIC 3000

Financial Auditors

Moore Stephens
Level 18, 530 Collins Street
Melbourne VIC 3000

Taxation Advisors

Pitcher Partners
Level 13, 664 Collins Street
Docklands VIC 3008

Lawyers

Mills Oakley
Level 6, 530 Collins St
Melbourne VIC 3000

APPLICATION FORM

Hamilton Chase Select Investment Fund ARSN 618 490 494
Melbourne Securities Corporation Limited ACN 160 326 545 AFSL No.428289

Item 1 - Application for Units

Section 1: Individual or Joint Applicant

Individual

Title (Mr, Mrs, etc)	Given Name in Full	Surname	Date of Birth

Joint Applicant (if applicable)

Title (Mr, Mrs, etc)	Given Name in Full	Surname	Date of Birth

Contact Details

Street/PO Box			
Suburb		State	Postcode Country
Telephone (BH)	Telephone (AH)	Mobile	
Facsimile	Email		

Tax File Number

--

Identification Documents for Individual Investor(s)

For all Individual investors please provide the following information in addition to completing this section:

- Original certified copy(1) of a Primary Photographic Identification Document (see below for definition); or
- Original certified copy (1) of a Primary Non-Photographic Identification Document AND a Secondary Identification Document (see below for definitions).

Primary Photographic Identification Documents

- 1 Licence or permit issued by State or Territory of Australia or equivalent authority of a foreign country for the purpose of driving a vehicle that contains a photograph of the person in whose name the document is issued.
- 2 Passport issued by Commonwealth of Australia.
- 3 Passport issued for purpose of international travel that is issued by a foreign government and contains a photograph and the signature of a person in whose name the document is issued (accompanied by a written translation prepared by accredited translator where required).
- 4 Card issued by a State or Territory of Australia for the purpose of proving a person's age that contains a photograph of the person in whose name the document is issued.
- 5 National Identity Card issued by a foreign government, for the purpose of identification that contains a photograph of the person in whose name the document is issued (accompanied by a written translation prepared by accredited translator where required).

Primary Non-Photographic Identification Documents

- 1 Birth Certificate or Birth Extract issued by a State or Territory of Australia.
- 2 Citizenship Certificate issued by Commonwealth of Australia.
- 3 Citizenship Certificate issued by a foreign Government (accompanied by a written translation prepared by accredited translator where required).
- 4 Birth certificate issued by a foreign government (accompanied by a written translation prepared by accredited translator where required).
- 5 Pension card issued by Centre Link that entitles financial benefits to the person in whose name the card is issued.

Secondary Identification Documents

- 1 A notice that was issued to an individual by the Commonwealth, a State or Territory of Australia within the preceding 12 months that contains the name of the individual and his or her residential address and records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory.
- 2 A notice that was issued to an individual by a local government or utilities provider in Australia within the preceding 3 months that contains the name of the individual and his or her residential address and records the provision of services by that local government body or utilities provider to that address or to that person.

Section 2: Company or Trustee Applicant (including Superannuation Funds/Trusts)

Company or Trustee Details

Company or Trustee Name	ABN / ACN
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¹ For the definition of **certified copy** and list of people that can certify documents refer to Item 12 on page 31 of this application form.



If Trustee, name the relevant fund/trust

Contact Person

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Title (Mr, Mrs, etc)

Given Name in Full

Surname

Position / Title

Contact Details

Street/PO Box

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------

Suburb

State

Postcode

Country

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Telephone (BH)

Telephone (AH)

Mobile

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Facsimile

Email

Tax File Number

Tax File Number

Section 2.1: Type of Australian Regulated Trust/Fund (this section only applies to Australian regulated trusts that are subject to the regulatory oversight of an Australian regulator)

Self-Managed Super Fund

Provide SMSF ABN

Registered managed investment scheme

Provide Australian Registered Scheme Number (ARSN)

Government superannuation fund

Provide name of legislation establishing the trust/fund

Other regulated trust

(a trust that is subject to the regulatory oversight of a Commonwealth, State or Territory statutory regulator such as an approved deposit fund, a pooled super fund or an APRA regulated superannuation fund)

Provide name of regulator (eg ASIC, APRA, ATO)

Provide the Trust's ABN/Registration/Licencing details

Section 2.2 Trustee Details

How many trustees are there?

Provide the full name of each person or company below

1.

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Title (Mr, Mrs, etc)

Given Name in Full

Surname

OR

Company Name

2.

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

Title (Mr, Mrs, etc)

Given Name in Full

Surname

OR

Company Name

If there are more trustees, provide details on a separate sheet of paper and attach it to your application form.

For all trust types please complete the following additional sections:

If you are completing this form as an Individual Trustee please complete 'Section 1: Individual' for at least ONE of the trustees in addition to completing applicable Sections 2.2 and 2.3.

If you are completing this form as a Corporate Trustee please complete 'Section 2: Company or Trustee' in addition to applicable Sections 2.2 and 2.3.

If you are completing this form both as Individual and Corporate Trustee please complete 'Sections 1: Individual and 2: Company in addition to completing applicable Sections 2.2 and 2.3.

Section 2.3: Beneficiary Details (only complete if "Other Regulated Trust" is selected in Section 2.1)

Do NOT complete if the trust is a registered managed investment scheme, regulated trust (e.g. SMSF) or government superannuation fund.

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

Yes

Provide details of the membership class(es) eg unitholders, family members of named person, charitable purpose

No

How many beneficiaries are there? Provide the full name of each beneficiary below

1.

Title (Mr, Mrs, etc) Given Name in Full Surname

2.

Title (Mr, Mrs, etc) Given Name in Full Surname

3.

Title (Mr, Mrs, etc) Given Name in Full Surname

If there are more beneficiaries, provide details on a separate sheet of paper and attached it to your application form.

Section 2.4: Company Type (select only ONE of the following categories)

- Public Section 2 now completed, continue to Item 5
 Proprietary/Private Go to Section 2.5 and 2.6 below
 Other Go to Section 2.5 and 2.6 below

Section 2.5: Directors (only needs to be completed for proprietary, private and other companies)

This Section does NOT need to be completed for public and listed companies.

How many directors are there? Provide the full name of each director below

1.

Title (Mr, Mrs, etc) Given Name in Full Surname

2.

Title (Mr, Mrs, etc) Given Name in Full Surname

3.

Title (Mr, Mrs, etc) Given Name in Full Surname

4.

Title (Mr, Mrs, etc) Given Name in Full Surname

If there are more directors, provide details on a separate sheet of paper and attached it to your application form.

If the company is a regulated company, section 2 is now complete. Continue to Item 5.

2.6 Shareholders (only needs to be completed for proprietary, private or other companies that are not regulated companies)

Provide details of ALL individuals who are beneficial owners through one or more shareholdings of more than 25% of the company's issued capital.

Shareholder 1

Title (Mr, Mrs, etc) Given Name in Full Surname

Street/PO Box

Suburb State Postcode Country

Shareholder 2

Title (Mr, Mrs, etc) Given Name in Full Surname

Street/PO Box

Suburb State Postcode Country

Shareholder 3

<input type="text"/>	<input type="text"/>	<input type="text"/>
Title (Mr, Mrs, etc)	Given Name in Full	Surname

Street/PO Box

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Suburb	State	Postcode	Country

- If there are more shareholders, provide details on a separate sheet of paper and attach it to your application form
- If the company is an Australian company or Foreign company registered with ASIC the form is now COMPLETE.
- If the company is a Foreign company not registered with ASIC please also attach certified copy of the certificate of registration.

Item 2: Application Amount

I/We lodge with this application	\$
----------------------------------	----

Item 3 – You can authorise any person to give instructions to us on your behalf

Please provide details of all persons who you authorise to give us instructions on your behalf. Unless you direct us otherwise in writing, we may act on the instructions of any person whom you specify here.

Person 1

Name

Relationship to Client

Telephone (BH)

Telephone (AH)

Specimen Signature

Person 2

Name

Relationship to Client

Telephone (BH)

Telephone (AH)

Specimen Signature

Item 4 – You can authorise persons to receive information about your account

Your accountant, superannuation administrator, partner, etc should be nominated if they need information about your account.

Authorised Recipient 1

Name

Company

Position / Title

Street / PO Box

<input type="text"/>	<input type="text"/>	<input type="text"/>
Suburb	State	Postcode

Suburb

State

Postcode

Telephone (BH)

Mobile

Email

Authorised Recipient 2

Name

Company

Position / Title

Street / PO Box

<input type="text"/>	<input type="text"/>	<input type="text"/>
Suburb	State	Postcode

Suburb

State

Postcode

Telephone (BH)

Mobile

Email

Item 5 – Foreign Account Tax Compliance Act (FATCA) and CRS – Self-certification Declaration

This certification must be completed by all investors to declare their FATCA status, or U.S. tax status. U.S. or status as a foreign resident for tax purposes of a country other than Australia subject to the Common Reporting Standards (CRS). IRS Form W-8 or W-9 is accepted in place of this declaration for FATCA purposes only. Please refer to Section 5.6 for explanations of FATCA terms before completing this form. Neither the Trustee of the Trust nor Hamilton-Chase Pty Ltd is able to provide you with tax or professional advice in respect of FATCA or the IGA and we strongly encourage you to seek the advice of experienced tax or professional adviser in relation to completing this form.

Purpose of this form

The Foreign Account Tax Compliance Act (FATCA), a United States regulatory requirement that aims to deter tax evasion by U.S. taxpayers was introduced in 2010. From 1 July 2014 financial institutions (being managed investment funds) are required to identify investors that hold certain "financial accounts" and are U.S. persons or that are entities with substantial U.S. owners. Information on accounts and investments held by these investors must then be reported to the U.S. Internal Revenue Service (IRS) via the Australian Taxation Office (ATO). In certain instances, FATCA also imposes withholding tax on certain U.S. sourced income and the proceeds of sale on U.S. assets.

Section 5.1: Type of Investor

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Individual or joint investor | Complete Section 5.2 and Item 11 |
| <input type="checkbox"/> Superannuation Fund | Complete Section 5.3 and Item 11 |
| <input type="checkbox"/> Company, Trust, Partnership or Other | Complete Section 5.4, 5.5 and Item 11 |

Section 5.2: Individual or Joint Investors

Individual 1

Individual 2

For joint investors please provide details for each individual (including minors). If there are more than 2 individuals please provide their details on separate page and attach it to this form.

Full Name

Are you a US citizen, US resident or foreign resident for tax purposes?

- No Continue to Item 11
- Yes Provide your Taxpayer Identification Number (TIN) or equivalent or the reason you are unable to provide it.

Taxpayer Identification Number (TIN)

Full Name

Are you a US citizen, US resident or foreign resident for tax purposes?

- No Continue to Item 11
- Yes Provide your Taxpayer Identification Number (TIN) or equivalent or the reason you are unable to provide it.

Taxpayer Identification Number (TIN)

Section 5.3: Superannuation Funds

Full legal name of the Superannuation Fund

Select only ONE of the following options that best describes the Superannuation Fund and provide the information requested.

- I am an Australian Retirement Fund (refer to FATCA definitions in Section 5.6). *We will record your FATCA status as an Exempt Beneficial Owner*
- I am not an Australian Retirement Fund (refer to FATCA definitions in Section 5.6). Please complete details below

FATCA status

GIIN (if applicable)

Section 5.4: Entity Investors

Full legal name of the Entity

Select only ONE of the following five FATCA and CRS categories that best describes the entity and provide the information requested.

1. **U.S. person as defined under FATCA and U.S. Internal Revenue Code.** This includes but is not limited to company, trust or partnership that is established under the laws of a U.S. and is considered a U.S. resident for tax purposes. Please also answer questions (a) and (b) on the next page

(a) **U.S. federal tax classification.** Please confirm entity's U.S. federal tax classification below

- | | | |
|--|--|--|
| <input type="checkbox"/> Single member LLC | <input type="checkbox"/> C Corporation | <input type="checkbox"/> S Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Trust/Estate | <input type="checkbox"/> Limited liability corporation – C corporation |
| <input type="checkbox"/> Limited liability company – S corporation | <input type="checkbox"/> Limited liability company – Partnership | <input type="checkbox"/> Other (provide detail) |

(b) **Are you exempt from FATCA reporting?**

- Yes Please provide your FATCA exemption code

FATCA Exemption Code



No Please provide your Taxpayer Identification Numbers (TIN)

Country Tax Resident	Tax Identification Number

2. Non-Financial Foreign Entity (NFFE)
Select one of the options from (a) to (c) to confirm which type of NFFE are you

- (a) **Active NFFE** Continue to Item 11
- (b) **Passive NFFE with controlling persons** (refer to FATCA definitions in Section 5.6 **who are U.S. citizens or U.S. residents for tax purposes**) Provide details of each of the controlling person in Section 5.5

3. Entity that is an Exempt Beneficial Owner
Continue to Item 11

4. Financial institution (FFI)
Select one of the options from (a) to (d) to confirm which type of FFI are you

(a) **Reporting IGA FFI or Participating FFI** Provide entity's GIIN and continue to Item 11
GIIN

(b) **Sponsored FFI or Trustee Documented Trust** Please complete details of the Sponsoring entity or Trustee below and continue to Item 11

Name of Sponsoring entity or Trustee

GIIN of Sponsoring entity or Trustee

(c) **FFI that does not need to register (e.g. Non-Reporting IGA FFI)** Please complete details below and continue to Item 11

FATCA Status

GIIN (if applicable)

(d) **Non-participating FFI** Note that information about you will be reported to ATO and IRS. Continue to Item 11

5. Other entity type (not listed above) Please complete details below and continue to Item 11

Section 5.5: Controlling Persons of Passive NFFE

Only complete this section if you have selected item 2(c) in the previous section. If there are more than 2 controlling U.S. persons please provide their details on separate page and attach it to this form.

Controlling Person 1

- Controlling Person Beneficiary Trustee Owner
- Director Other – *please specify* _____

Controlling Person 2

- Controlling Person Beneficiary Trustee Owner
- Director Other – *please specify* _____

Full Name

Full Name

Residential Address (PO Box is not acceptable)

Residential Address (PO Box is not acceptable)

Country Tax Resident	Tax Identification Number

Country Tax Resident	Tax Identification Number

Section 5.6: Explanation of FATCA Terms

Common FATCA terms

Financial institution (also referred to as *Foreign financial institution* or “*FFI*” under FATCA) - an entity created or organised outside of the U.S. and includes:

- (a) **Depository institution** – entity that accepts deposits in the ordinary course of banking or similar business (banks, credit unions), or
- (b) **Custodial institution** – entity that holds financial assets for the account of others as a substantial portion of its business (brokers, custodians), or
- (c) **Investments entity** – means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:
 - trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange; interest rate and index instruments; transferable securities; or commodity futures trading;
 - individual and collective portfolio management; or
 - otherwise investing, administering, or managing funds or money on behalf of other persons.

Non-Financial Foreign Entity (NFFE) - any non-U.S. entity that is not a financial institution. NFFE can be either *Active NFFE* or *Passive NFFE* (refer below for more details).

U.S. citizen or U.S. resident for tax purposes – includes:

- anyone born in the U.S. (who hasn't renounced their citizenship)
- anyone living in the U.S.
- a green card holder
- U.S. passport holder
- U.S. companies, trusts or partnerships

Controlling Persons - means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term “Controlling Persons” shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

GIIN - Global Intermediary Identification Number is an IRS registration number for financial institutions.

TIN – is U.S. Taxpayer Identification Number and may include Social Security Number (SSN) or Employer Identification Number (EIN).

IGA - Agreement between the Government of Australia and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA.

Australian Retirement Fund

Any plan, scheme, fund, trust, or other arrangement operated principally to administer or provide pension, retirement, superannuation, or death benefits that is a superannuation entity or public sector superannuation scheme (including an exempt public sector superannuation scheme) as defined in the *Superannuation Industry (Supervision) Act 1993*, or a constitutionally protected fund as defined in the *Income Tax Assessment Act 1997*.

A pooled superannuation trust as defined in the *Income Tax Assessment Act 1997*.

Any Entity that is wholly owned by, and conducts investment activities, accepts deposits from, or holds financial assets exclusively for or on behalf of, one or more plans, schemes, funds, trusts, or other arrangements referred to in subparagraphs (1) or (2) of this paragraph.

FATCA status

FATCA status refers to entity classification under FATCA and may include:

1. **Active NFFE** - any NFFE that meets following criteria:
 - NFFE where less than 50% of income is passive income (i.e. dividends, interest, annuities etc.) and less than 50% of its assets produce passive income; or
 - Entity's stock is regularly traded on established securities market (e.g. entity listed on ASX) or affiliated group of such entity; or
 - Entity organised in U.S. Territory and owned by its residents; or
 - Foreign government; or
 - International organisation; or
 - Foreign Central Bank of Issue; or
 - Any other specifically identified class of entities, including those posing a low risk of tax evasion, as determined by the IRS (e.g. start-up entities, entities in liquidation, not-for profit entities etc.)
2. **Passive NFFE with controlling U.S. persons** - any NFFE that is not an Active NFFE or is not a withholding foreign partnership or trust and has controlling U.S. persons.
3. **Passive NFFE with no controlling U.S. persons** - any NFFE that is not an Active NFFE or is not a withholding foreign partnership or trust and where none of the entity's controlling persons are U.S. persons.
4. **Participating FFI** – an FFI that enters into an agreement with the IRS to undertake certain due diligence, withholding and reporting requirements for U.S. account holders in accordance with FATCA and is generally able to provide GIIN.
5. **Exempt Beneficial Owner** - this is non-reporting entity under FATCA and may include:
 - the Australian Government, State and local governments and local authorities and their wholly owned agencies or instrumentalities, including certain named entities;
 - International, intergovernmental and supranational organisations;
 - Reserve Bank of Australia and its subsidiaries;
 - Complying Australian superannuation funds (including self-managed super funds);
 - Investment entity wholly owned by exempt beneficial owners;
6. **Non-Reporting IGA FFI** – this is non-reporting entity (certified or registered deemed-compliant FFI) under FATCA and may include:
 - Financial institution with Australian client base (must satisfy all condition listed in paragraph III. A of Annex II of the IGA, including at least 98% of the U.S. dollar value of all account balances must be held by Australian residents);
 - Small local banks that meet criteria listed in the IGA;
 - Financial Institution that is not an Investment Entity with only Low-Value Accounts (i.e. with value of U.S.\$ 50,000 or less) and with total assets of no more than U.S.\$50 million;
 - Qualified credit card issuer (with customer deposits of U.S.\$50,000 or less);
 - Trustee-Documented Trust – A trust established under the laws of Australia to the extent that the trustee of the trust is a Reporting U.S. Financial Institution, Reporting Model 1 FFI, or Participating FFI and reports all information required to be reported pursuant to the Agreement with respect to all U.S. Reportable Accounts of the trust;
 - Sponsored investment entity - an investment entity established in Australia that has a Sponsoring entity;
 - Certain Investment Manager and Investment Advisors;
 - Certain Collective Investment Vehicles that meet criteria listed in the IGA.

7. **Non-Participating FFI** - an entity that does not comply with FATCA and generally will not fall into any of the below categories:

- Participating FFI; or
- Reporting FFI; or
- Exempt Beneficial Owner.

Item 6 – Details for making a contribution

By Transfer

Bank:	[*]
Branch:	[*]
BSB:	[*]
Account Number:	[*]
Account Name:	[*]
SWIFT:	[*]

Item 7 – Reporting Requirements

All reports to be sent to (please tick)

Individual/Company/Trustee

And /

Authorised Nominee

Electronically

Via Australia Post

Or

Electronically

Via Australia Post

Item 8 – Bank Account

IMPORTANT INFORMATION:

Please provide us your bank account details for the purpose of payment of distributions and withdrawal proceeds. If this section is not completed it may cause a delay in processing of your redemption proceeds. Additional security checks to verify bank account changes will be performed at the time of payment of your redemption proceeds.

If you reside in Australia distributions and withdrawal proceeds can only be paid to an **Australian bank account in the name of the unitholder** and cannot be paid by cheque or to third party accounts. By completing this section you confirm that any distributions and withdrawal proceeds sent by EFT to a designated bank account are sent at your risk insofar as the onus to provide bank account details rests solely on you.

Please pay distributions and withdrawal proceeds to the following bank account:

Beneficiary Bank

Branch Address

BSB

Account Number

Account Name

If you reside outside Australia and would like distributions and redemption proceeds to be paid into a bank account outside Australia please provide the following additional details:

Beneficiary Bank Address

Intermediary Bank Details (if applicable)

National Beneficiary Bank Clearing Code (if applicable)

Beneficiary Bank SWIFT Code

Item 9 – Address for Applications

Please send your completed application form to:

Hamilton-Chase Pty Ltd
1/427 Blackburn Road
Mount Waverley VIC 3149

All correspondence should be directed to the Fund Manager

Hamilton-Chase Pty Ltd
1/427 Blackburn Road
Mount Waverley VIC 3149
Telephone: 03 9886 1844
Email: phuggins@momentumwm.com.au

Contact Details for Trustee

Melbourne Securities Corporation Ltd
Level 2 Professional Chambers
120 Collins Street
Melbourne VIC 3000
Telephone: 1300 798 790
Email: trustee@melbournesecurities.com.au

Item 10: Notes

Insert the sum you wish to invest in the Cash Trust, if any, in Item 2. You will need to insert the amount you wish to invest in any particular Sub-Trust in the form attached to the supplementary disclosure document relating to that Sub-Trust.

Your Application must be made in the name of a natural person or a company or other legal entity acceptable to the Trustee. If the company is a regulated company licensed by the Australian Commonwealth, State or Territory regulator, please provide regulator's name and Licence number. If the company is a majority-owned subsidiary of an Australian listed company, please provide name of the Australian listed company and the name of the exchange. If the company is a foreign company, please provide country of registration and incorporation. Applications in the name of a trust or estate, business, firm or partnership, club, association or an incorporated body cannot be accepted. However, applications made solely in the name of a person who is the trustee, proprietor, partner or office bearer (as applicable) of those entities will be accepted. The words 'as trustee for' can be recorded in the 'account name' section but are accepted on the understanding that this is for your information only.

Please enter your postal and e-mail address for correspondence in Item 1. All communications to you from the Fund will be e-mailed to the person and address as shown unless no email address is entered, in which case all communications will be posted to the postal address provided in Item 1. You should notify the Fund Manager of any change of address. Please provide in Item 1 telephone contact numbers (including the name of the person responsible in the case of an application by a corporation) so that we can contact you if there is an irregularity on the Application Form.

Collection of Tax File Numbers (TFN) is authorised by tax law and the Privacy Act. The failure to quote a TFN will not invalidate your application for Units. However, if you are a resident of Australia for income tax purposes and decline to quote your TFN, tax must be taken out of the distributions payable by the Trustee in its capacity as Trustee of the Fund or a Trust unless an Applicant quotes an exemption. An ABN may be provided instead of a TFN when the investment is made in furtherance of an enterprise. For more information about the use of TFN's or ABN's or available exemptions, please contact the Australian Tax Office.

Item 11: Certified Copy of an Original Document

Certified copy means a document that has been certified as a true copy of an original document.

Certified extract means an extract that has been certified as a true copy of some of the information contained in a complete original document by one of the persons described below.

People who can certify documents or extracts include a **lawyer** - a person who is enrolled on the roll of the Supreme Court of a State or Territory, or High Court of Australia, as a legal practitioner (however described); a **judge** of a court; a **magistrate**; a **chief executive officer** of a Commonwealth court; a **registrar** or **deputy registrar** of a court; a **Justice of Peace**; a **notary public** (for the purposes of the Statutory Declaration Regulations 1993); a **police officer**; a **postal agent** - an agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public; the **post office** - an **permanent employee** of The Australian Postal Corporation with 2 or more years of continuous service who is employed in an office supplying postal services to the public; an **Australian consular officer** or an **Australian diplomatic officer** (within the meaning of the Consular Fees Act 1955); an **officer** with 2 or more continuous years of service with one or more **financial institutions** (for the purposes of the Statutory Declaration Regulations 1993); a **finance company officer** with 2 or more continuous years of service with one or more financial companies (for the purposes of the Statutory Declaration Regulations 1993); an **officer** with, or **authorised representative** of, a **holder of an Australian financial services licence**, having 2 or more continuous years of service with one or more licensees; and an **accountant** - a member of the institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants with 2 or more years of continuous membership; or a person authorised as a notary public in a foreign country.

The eligible certifier must include the following information:

- Their full name
- Address
- Telephone number
- The date of certifying
- Capacity in which they are eligible to certify, and
- An official stamp/seal if applicable.

The certified copy must include the statement, **"I certify this is a true copy of the original document"**.

For photographic documents, the certified copy must include the statement, **"I certify this is a true copy of the original document and the photograph is a true likeness"**.

Execution Clause

Item 12: Declaration and Signature

I acknowledge declare and agree that by signing this application form:

- I have received and read the Product Disclosure Statement to which this Application Form applies and the Supplementary PDS for the Sub-Trust in which I have chosen to invest and have received and accepted the offer to invest in Australia.
- If I have received the Product Disclosure Statement from the internet or other electronic means, it means that I have received it personally or a print out of it, accompanied by this Application Form.
- All details provided by me in this Application Form are true and correct.
- I agree to be bound by the terms and conditions of the current disclosure document and of the Constitution of the Fund, as amended from time to time.
- The Trustee is authorised to apply the TFN or ABN provided above to all future applications for units, including reinvestments, unless I notify the Trustee otherwise.
- None of the Fund Manager, Trustee or any other person, guarantees the repayment of capital invested in the Fund, the performance of nor any particular return from the Fund and I understand the risks involved in investing in the Fund.
- the Fund Manager or Trustee may be required to pass on information about me or my investment to the relevant regulatory authority in compliance with the AML/CTF Laws. I will provide such information and assistance that may be requested by the Fund Manager or Trustee to comply with its obligations under the AML/CTF Laws and I indemnify them against any loss caused by my failure to provide such information or assistance.
- The Trustee may be required to pass on information about me or my investment to the relevant regulatory authority in compliance with the US Foreign Account Tax Compliance Act (FATCA) or the CRS. I will provide such information and assistance that may be requested by the Trustee to comply with its obligations under the FATCA Act and the CRS I indemnify it against any loss caused by my failure to provide such information or assistance.
- If there is a change in circumstances that affects my tax residence status or causes the information contained herein to become incorrect or

incomplete, I understand that I am obligated to inform the Trustee or Fund Manager of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

- The monies used to fund my investment in the Fund are not derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention (illegal activity) and the proceeds of my investment in the Fund will not be used to finance any illegal activities.
- I am not a 'politically exposed' person or organisation for the purpose of the AML/CTF Laws.
- I confirm that I have read and understood the privacy section contained in the PDS.
- I acknowledge that AET may collect personal information primarily for the purpose of providing custodial services and will handle it in accordance with AET's Privacy Policy, which I can obtain at www.aetlimited.com.au/privacy. I agree that AET may disclose my personal information to its related bodies corporate, the Trustee, professional advisers, the land titles office and/or as otherwise instructed by the Trustee or when required or authorised to do so by law.
- I acknowledge that any personal information I provide to the Fund Manager or the Trustee will be collected and handled in accordance with the Trustee's privacy policy, a copy of which can be found at <http://www.melbournesecurities.com.au/privacy.html> or posted / emailed to me if I contact the Fund Manager. By submitting this form or any other paperwork relating to my investment I consent to my/our personal information being collected and handled by the Fund Manager and Trustee in accordance with that policy.
- I confirm that the Fund Manager and Trustee is authorised to accept and act upon any instructions in respect of this application and the units to which it relates given by me by facsimile. If instructions are given by facsimile, the onus is on me to ensure that such instructions are received in legible form and I undertake to confirm them in writing. I indemnify the Fund Manager and Trustee against any loss arising as a result of any of them acting on facsimile instructions. The Fund Manager and Trustee may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed, in good faith, to be genuine or to be signed by properly authorised persons.
- I acknowledge that the Fund Manager and Trustee reserve the right to reject any application.

Account operating instructions (if no selection is made, all individuals to sign will be assumed)

Any individual to sign Any two individuals to sign All individuals to sign

Other (please specify— e.g. *per attached Power of Attorney*): _____

EXECUTED as an Agreement on this day of

Client Execution Clause*

Individual or Joint Applicant

EXECUTED by

Client 1

Client 2

Name

Name

Signature

Signature

Account Designation if required

Corporation / Trustee

SIGNED by its authorised officer(s) for and on behalf of

Company Name

ABN

Director/Trustee/Chief Executive Officer

Director/Trustee/Chief Executive Officer

Name

Name

Signature

Signature

Account Designation if required

**An attorney may sign on behalf of an applicant in which case the original power of attorney or a certified copy must be sent together with this application for noting.*

CORPORATE DIRECTORY

Hamilton Chase

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