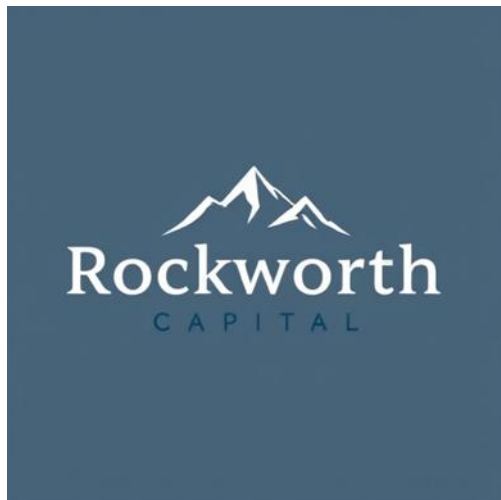


Rockworth Capital

Property Investment Fund No 1 (RCPIF1)

INFORMATION MEMORANDUM



Fund Manager and Trustee: Rockworth Capital Pty Ltd
ACN 610 316 688
AFSL 483942

WHOLESALE INVESTORS ONLY

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Important Notices

This information memorandum ("**Information Memorandum**" or "**IM**") is prepared and issued by Rockworth Capital Pty Ltd ACN 610 316 688 AFSL 483942 ("**Trustee**", "**we**", "**us**", "**our**") as the trustee of the Rockworth Capital Property Investment Fund No 1 ("**Fund**").

The Trustee is the issuer of units in the Fund ("**Units**") and investment manager of the Fund ("**Fund Manager**", "**Manager**").

The Fund is not and is not required to be registered with the Australian Securities and Investments Commission ("**ASIC**").

You should read this IM in its entirety before deciding about whether to invest in the Fund. This IM sets out general information about the Fund for the recipient of this IM ("**Recipient**") to consider in deciding whether the Recipient should acquire an interest in the Fund.

Date

This IM is dated 29 April 2025 ("**IM Date**"). Its delivery at any time after the IM Date does not imply that the information contained in it is accurate, timely and complete at any time after the IM Date.

Glossary

Certain words and expressions used in this IM are defined in Section 17 ("**Glossary**").

Conditions of receipt

This IM is not made available generally to the public but rather is supplied personally to the Recipient on the conditions set out below, which are taken to be accepted and agreed by the Recipient as evidenced by the retention by the Recipient of this IM, in part consideration of the supply of this IM. If these conditions are not acceptable, this IM must be returned immediately.

Eligible Investors

The Offer is only open to wholesale clients (within the meaning of that term under the Corporations Act 2001 (Cth)) receiving this IM within Australia and who accept the conditions of receipt of this IM.

Disclosure document status

This IM is intended to provide potential Investors with information only and does not constitute a Product Disclosure Statement or

disclosure document as defined under the Corporations Act 2001 (Cth). It does not contain or purport to contain all of the information that would be contained in a Product Disclosure Statement or disclosure document.

This IM has not been and is not required to be, lodged with ASIC or any other government body.

Restrictions on distribution

The Offer is an offer that is available to persons receiving this IM within Australia but does not constitute an offer of interests in the Fund in any jurisdiction where, or to any persons to whom, it would be unlawful to make the Offer.

This IM does not constitute an offer to sell or the solicitation of an offer to buy any securities or other financial products other than Units.

It is the responsibility of any person located in a jurisdiction other than Australia to ensure compliance with all laws of any country relevant to the Offer. The return of a duly completed Application Form will be taken to constitute a representation and warranty that there has been no breach of any relevant laws and that all approvals and consents have been obtained.

Investors to undertake their own due diligence.

Information contained in this IM has been provided to Investors to assist them in assessing whether to invest in the Fund. In relation to the information contained in this IM, none of the Trustee or its officers, employees, related parties, associates, consultants, advisers, and agents, warrant or represent that:

- all information which is relevant to the Offer or to the acquisition of Units has been provided in this IM; or
- all information provided under this IM is accurate, correct, or complete or does not contain misleading or deceptive statements.

Whilst the Trustee has undertaken reasonable care in relation to the Fund and the information which has been presented in this IM, it is possible that, due to factors such as the passage of time or the uncertainty in forecast details, the information contained in this IM may be inaccurate at the date of release of this IM or at a later time.

Except where expressly disclosed, the information contained in this IM has not been independently verified or independently audited. To the maximum extent permitted by law, no representation, warranty, or undertaking, express or implied, is made and no responsibility is accepted by the Trustee or its associates or advisers as to the accuracy or completeness of any part of this IM, nor will they have any responsibility to update or supplement this IM.

The Trustee has not sought to verify any statements contained in this IM about the business of any other parties named in this IM.

Investors are strongly encouraged to undertake their own due diligence in relation to the Fund before making an investment.

To the maximum extent permitted under the law, the Trustee disclaims any liability arising from any information provided in this IM, including any errors or omissions.

By making an investment in the Fund, Investor warrants and represents to the Trustee that they have undertaken their own due diligence in relation to the Offer, Units, and an investment in the Fund, including without limitation, in relation to the structure of the Fund, its investments and the likelihood of returns from the Fund.

No performance guarantee.

None of the Trustee or its officers, employees, related parties, associates, consultants, advisers and agents, or any other person, guarantees the performance or success of the Fund, the repayment of capital invested in the Fund by an Investor or any rate of return on investments in the Fund.

There can be no assurance that the Fund will achieve results that are comparable to the record of accomplishment of the Trustee, or that the Fund's investment objectives will be achieved.

An investment in the Fund does not represent a deposit with, or a liability of, the Trustee or its associates. The Trustee is not authorised under the Banking Act 1959 (Cth) and is not supervised by APRA, and investments in the Fund are not covered by the depositor protection provisions available to depositors that make a deposit with an Australian authorised deposit-taking institution ("ADI") under that Act.

An investment in the Fund is subject to investment risks which are described in Section 9 ("Risk Factors") of this IM, including possible delays in repayment and loss of some or all your income or capital invested. The risks associated with an investment in the Fund are different from a cash deposit or investment in an ADI.

Illiquid investment

Recipients acknowledge that the Fund will invest in commercial real estate which is illiquid in nature, and on terms described in this Information Memorandum.

No personal advice

Investors should read the whole of this IM, and the subsequent information memorandum for specific investment classes before deciding about whether to invest in the Fund.

This IM has been prepared without considering the objectives, financial situation or needs of any particular person. The information contained in this IM is general information only. To the extent that this IM contains financial product advice, that advice is general advice and is not personal advice.

Investors should not construe the contents of this IM as tax or investment advice. Investors should read this IM in its entirety and seek independent professional advice as to the financial, taxation and other implications of investing in the Fund and the information contained in this IM.

No representation other than this IM

No person is authorised to give any information or to make any representation in connection with the Offer which is not set out in this IM.

This IM supersedes any other information memorandum, disclosure document or marketing materials given prior to the issue of this IM to the extent of any inconsistency. Any information or representation in relation to the Offer not contained in this IM may not be relied on as having been authorised by the Trustee or its advisers.

Forward-looking statements

Certain information contained in this IM constitutes 'forward-looking statements' that can be identified using forward-looking terminology such as 'may,' 'will,' 'should,' 'expect,' 'anticipate,' 'estimate,' 'target,' 'intend,' 'continue,' or 'believe' or the negatives or other variations of those words or

comparable terminology.

Furthermore, any projections or other estimates in this IM, including estimates of returns or performance, are 'forward-looking statements' and are based on certain assumptions that may change.

Due to various risks and uncertainties, including those set out in Section 9 ("Risk Factors"), actual events or results or the actual performance of the Fund may differ materially from those reflected or contemplated in any forward-looking statements.

The forward-looking statements included in this IM involve subjective judgment and analysis and are subject to uncertainties, risks, and contingencies, many of which are outside the control of, and are unknown to, the Trustee. Actual future events may vary materially from the forward-looking statements and the assumptions on which those statements are based. Given these uncertainties, Investors are cautioned to not place undue reliance on any forward-looking statements.

Any estimate, forecast, projection, feasibility, cash flow or words of a similar nature or meaning in this IM are forward-looking statements and are subject to this disclaimer. Past performance information

Where this IM sets out any past performance in respect of the Fund, the Fund's strategy, or other funds or investment vehicles operated or managed by the Trustee, Investors must not interpret that information as a representation about the future performance of the Fund. Past performance is not a reliable indicator of future performance.

Confidentiality

The contents of this IM are confidential. Neither this IM nor any other information provided by the Trustee may be disclosed to any other party, except for the purpose of obtaining independent advice in connection with the consideration of an investment in the Fund or used for any purpose other than the consideration of an investment in the Fund, unless the express prior written consent of the Trustee is obtained.

Any reproduction of all or part of this IM is strictly prohibited without the written consent of the Trustee and may only be reproduced in accordance with that consent. In the event that the Recipient does not participate in the Fund, this IM, along with all related materials, must

be returned to the Trustee immediately on demand.

Summary of key documents only

This IM contains a summary of the terms of the Fund and certain other material documents. However, Investors should refer to the complete legal documentation for the Fund (available on request from the Trustee). Investments in the Fund are governed by the Trust Deed and associated documents and nothing in this IM limits or qualifies the powers and discretions conferred on the Trustee under those documents. This IM should be read in conjunction with the Trust Deed and associated documents for the Fund. In the event of any inconsistency between the Trust Deed and associated documents and this IM, then the Trust Deed will prevail to the extent of the inconsistency.

Applications may be rejected.

The Trustee reserves the right to evaluate any applications or subscriptions to acquire Units and to reject any or all of them (in whole or in part), without giving reasons for rejection. The Trustee is not liable to compensate the Recipient or any Investor for any costs or expenses incurred by any person in reviewing, investigating, or analysing any information in relation to the Offer, the Fund or otherwise.

No cooling-off rights

No cooling-off applies to the issue of Units.

Trustee limitation of liability

Except in certain circumstances prescribed by law, the Trustee enters into transactions in respect of the Fund in its capacity as trustee of the Fund only, not in its own capacity, and its liability in relation to those transactions is limited to the assets of the Fund.

Updated information

Information in this IM may change. Updated information regarding this IM may be made available by the Trustee; however, the Trustee is not required to, and may not, update, supplement or replace this IM.

Currency

In this IM, any reference to currency, 'A\$' or 'AUD' is to Australian Dollars, unless otherwise indicated.

Language

The primary language of this IM is English. This IM may be translated into different languages, with the consent of the Trustee. Any translations provided or procured by the

Trustee are for reference purposes only. If there is any inconsistency or conflict between the English version of this IM and versions of this IM in any other language, the English version prevails.

Images

Any photographs, images, charts, and diagrams in this IM are for illustrative purposes only.

Questions

Any questions regarding this IM should be directed to the Trustee, whose contact details are set out in Section 17 ("**Directory**")

1. The Opportunity

The Fund presents investors with the ability to invest in a Surfers Paradise development site. The site includes 4 separate lots which includes 1 commercial premises, 2 residential unit complexes and a vacant block of land. Overall, this is 2,032 m² of development land. The current commercial site is a back packers and the intention is that business will continue as the tenant across the whole site to be acquired by the Fund.

The overall objective of the Fund is to seek a material change of use for the residential units to create a complex which can be run as a commercial business providing the Fund with cash flow in the form of rental returns. The Manager will also oversee the building of a new commercial complex which will increase the lettable area for the tenant to expand their business operation, increasing the rental yield to the fund.

This Fund provides investors with the benefits of investing into quality, direct real property on the Gold Coast, in a prime tourist location, which will create an income stream.

The exit strategy of the Fund is at the completion of the project the site can be either sold to developers, or to another investor seeking the strong cash flow the property provides.

The Trustee intends to achieve this objective by:

- raising investment funds through a combination of equity and debt;
- use those investment funds to acquire the property located at 18 - 20 Peninsular Drive, Surfers Paradise Queensland 4217, Australia and 13 -15 Leonard Avenue, Surfers Paradise. Queensland 4217. Australia (the 'Property'), pay the costs of the Offer and provide working capital for the Fund;
- generate positive net cashflow from the Property to fund distributions to Unitholders;
- seek a material change of use for the current residential units to be used as commercial short term letting accommodation;
- renovate the units to allow for the above change of use;
- build on the vacant lot to ensure a fully maximised income opportunity for the fund;
- hold the Property for a period of up to five years (subject to market conditions); and
- sell the Property and distribute the proceeds of sale (after deducting the costs of sale) in full to Unitholders.

The Fund must raise \$8,292,972.00 (Minimum Subscription) from investors along with bank debt of \$4,780,800 (i.e. a 60% loan-to-valuation ratio) in order to acquire the Property, pay the costs of the Offer and provide working capital for the Fund.

The Trustee will engage with specialist advisory and project delivery companies to oversee the investment process in achieving the target Fund outcomes. The Trustee has experience in all facets of financial services from Real Estate to mortgage lending. Their experience is vital in allocating investments with the best potential for long term returns to the investors.

1.1. Key Dates

The investment into the property was subject to due diligence. Within this time the Trustee has determined the viability of the investment and the potential to execute its strategy. Before satisfying this condition on the contract the Trustee has ensured that the proposal is in line with the terms outlined in this Information Memorandum

Contract date:	12 March 2025	past
Pre lodgment meeting GCCC	20 March 2025	past
Due Diligence date:	12 April 2025	past – Trustee has satisfied this condition
Expected MCU/DA date:	28 July 2025	
Settlement date:	27 October 2025	
Renovation date completion:	21 November 2025	
Building commencement date:	27 October 2025	
Building completion date:	27 April 2026	

2. Highlights of the Offer

Rockworth Capital Pty Ltd ("Trustee"), as trustee of the Fund, is pleased to offer Investors the opportunity to invest in various classes of units to be presented.

The Fund has been established to invest in commercial property for income generation to the investor and potential capital growth. The Fund will do this by purchasing a parcel of property on the Gold Coast, accepting rental income on the commercial premises, apply for a material change of use of the residential unit complexes to allow short term accommodation and build a complex on the vacant land to maximise the return to investors. (see section 4 – Financial Information).

2.1. Key Benefits of the Fund

The investors in the Fund will be participating in a specifically tailored property investment fund. The experience of the Trustee have resulted in the establishment of this opportunity which provides the following combination of key benefits for Investors:

Forecast distributions - The Fund is forecasting paying distributions to unitholders of **6.45%** in year 1, increasing thereafter. The forecast distributions over the first 3 years of the investment (from the date of acquisition of the Property) are as follows:

Year 1 – 6.45%
Year 2 – 6.98%
Year 3 – 7.54%

Please note that these forecasts are predictive in character, may be affected by inaccurate assumptions or by known or unknown risks and uncertainties and may differ materially from results ultimately achieved. No returns are guaranteed. **Please see section 9 on key risks of property investments for more information.**

WARNING: *These forecasts are based upon forward looking assumptions which are in turn based on an assessment of recent economic and operating conditions, and on a number of assumptions regarding future events and actions which, at the date of this IM, are expected to take place (including the key assumptions set out in Section 4.3 of this IM). Such forward statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important facts, many of which are beyond our control. You should ensure you read and consider all the assumptions on which the forecasts have been based contained in Section 4 before you make a decision to invest.*

Long-term lease – The Property is divided into 4 lots. Each lot will be converted to a long term lease (of ten years) with 2 options thereafter of 5 years in favour of the tenant). At completion of the renovation of the two units a lease will be signed for a 10 year period, with each part of the property being added to the lease as the renovations and building are completed.

Tenant – The success of the investment is ultimately reliant on the performance of the tenant. This tenant currently runs a short-term accommodation business at Petrie Terrace Brisbane, with the property owned in a Unit trust managed by the Directors of Rockworth Capital Pty Ltd.

Fixed rental increases – In each and every year of the lease term, the rent will increase by either CPI or 4% (whichever is higher). All Property expenses are payable by the tenant, not the Fund (including land tax and property management).

Gearing - The Fund will have a starting gearing ratio of no higher than 60%.

Tax advantages – distributions payable to Unitholders are expected to have a tax-deferred component due to the expected availability of tax depreciation on the Property acquired. This may enhance the value of your distributions (see Section 13).

Structure

The Trustee intends to issue a single unit class in the Fund pursuant to the Trust Deed. Gains, losses, assets and liabilities will be shared by all unit holders.

2.2. Potential Risk Level

Risk issues are outlined in section 8 of this IM.

2.3. Investor Suitability

The Fund may be suitable for an investor who:

- has a medium to long-term investment horizon.
- is seeking to invest in property with ongoing income with the potential for capital growth.
- Understands that direct property investments are illiquid in nature.
- has an understanding and tolerance for a higher risk investment with a time horizon of over 5 years.

3. Summary and Key Features of the Fund

Fund Manager and Trustee	Rockworth Capital Pty Ltd
Target Size	\$13,073,772
Geography	Gold Coast, Surfers Paradise. Well known tourist hotspot in South East Queensland, Australia.
Target Number of Investments	Single real estate development project that encompasses 4 lots.
Fund Investment Structures	Via issuance of units
Minimum Investment	The minimum investment is \$500,000 Amounts lower than this are subject to Trustee discretion.
Minimum Commitment	\$8,292,972
Maximum Commitment	\$13,073,772 (no debt funding required)
Structure	Closed Wholesale Unit Trust
Minimum Investment Period	5 Years
Redemptions	<p>The fund is illiquid and there is no automatic right to redemption. Requests for redemptions will be considered by the Trustee after the monthly unit pricing has been completed.</p> <p>If the Trustee deems the fund has the necessary liquidity and the redemption will not adversely affect remaining unitholders, a redemption request may be approved. The Trustee's decision to redeem or reject the application is at its sole discretion. The Trustee is not required to give a reason for accepting or rejecting an application.</p>
Fund Target Return	<p>The Fund aims to for a return as set out in the projections in section 4.2.</p> <p><i>These are targets only and not guaranteed or fixed return to investors</i></p>
Distributions	Quarterly income distributions at the discretion of the Trustee.
NAV Calculation	Net Asset Value of the fund divided by the unit on issue
Denomination	Australian Dollars
Trustee and Fund Management Fee	<p>0.44% including GST of the assets under management.</p> <p>Other fees are payable by the fund. Please refer to</p>

	section 10.1 Fees and Expenses.
Performance Fees	16.5% including GST of the amount by which the value distributed to Unitholders after the sale of the Property exceeds the value of the Unitholders' original investment.
Custodian	The Trustee is the Custodian of the Fund. However, if the Trustee appoints a third party as the Custodian the Fund will incur fees which will form part of the operational expenses of the Fund.
Eligible Investors	This Fund is only open to Wholesale Clients receiving this IM within Australia and who accept the conditions of receipt of this IM.

4. Financial Information

The following forecast financial information has been prepared on the basis of the assumptions set out in this section and so it should be read in conjunction with those assumptions. You must be aware that the information in this section:

- (a) is predictive in character;
- (b) may be affected by inaccurate assumptions or by known or unknown risks and uncertainties; and
- (c) may differ materially from results ultimately achieved.

The Fund has never traded and therefore there is no current or historical financial information.

4.1. Cashflow and Distribution forecast

The forecasts below have been prepared by us and represent our estimate of the future performance of the Fund based on events which we reasonably expect will occur.

	YEAR 1	YEAR 2	YEAR 3
OPERATING ACTIVITIES	\$	\$	\$
Net Income			
Surfers Paradise Property - rent	860,000	895,600	930,176
Interest Income	2,500	600	600
Other income and Expenses			
Management Fees	(13,000)	(13,390)	(13,791)
Borrowing Costs	(298,000)	(288,848)	(274,896)
Other fund expenses	(15,800)	(16,274)	(16,762)
NET OPERATING CASH INFLOW / (OUTFLOW)	534,900	579,088	625,326

FINANCING ACTIVITIES

Distributions to Unit Holders	(534,900)	(579,088)	(625,326)
Applications	8,292,972		
Borrowing costs	(47,808)		
Proceeds from Borrowings	4,780,800		
Repayments of Borrowings			
Net Financing Cash Inflow / (Outflow)	13,025,964	(578,488)	(625,326)

INVESTING ACTIVITIES

Property Acquisition	(7,968,000)		
Costs of Acquisition	(1,462,082)		
Establishment of the Fund	(10,000)		
Project renovation / building	(3,505,882)		
Utilisation of Reserves	(16,000)	(16,000)	(16,000)
Net Investing Cash Inflow / (Outflow)	(12,961,964)	(16,000)	(16,000)

Cash on Hand at beginning of period		64,000	48,000
Total cash flow for period	64,000	(16,000)	(16,000)
Cash on hand at end of period	64,000	48,000	32,000
Net Operating Cashflow (NOC) (%)	6.45%	6.98%	7.54%
Distribution Percentage	6.45%	6.98%	7.54%

4.2. Proforma Balance Sheet

Set out below is the pro-forma balance sheet of the Fund immediately after allotment of Units and settlement of the Property.

	Note	Upon Settlement
Assets		\$
Cash	1	3,585,882
Property		
- Surfers Paradise, Gold Coast	2	7,968,000
Borrowing Costs	3	47,808
Total Assets		<u>11,601,690</u>

Liabilities

Bank Loan	4	<u>4,780,800</u>
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Total Liabilities		<u>4,780,800</u>
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Net Assets		6,820,890
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Equity

Contributed Equity	5	8,292,972
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Equity raising costs	6	(10,000)
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Retained earnings	7	(1,462,082)
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Total Equity		6,820,890
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Net Tangible Assets	8	0.71
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Notes:

1. Cash on Hand for CAPEX and renovations / Building works
2. The purchase price of the properties
3. Cost associated with establishing the loan, will be amortised over 5 years
4. A debt facility, owed to the bank with first mortgage security
5. The equity contributed by unit holders
6. Costs associated with the production of this fund including the Information Memorandum and trust deed.
7. Costs associated with acquiring the property including stamp duty, due diligence costs and other charges
8. The Net Tangible Assets figure is calculated by 'net assets less borrowing costs divided by contributed equity'

4.3. Key Assumptions

The major assumptions we have made in preparing the forecasts are set out below.

While we consider these assumptions to be appropriate and reasonable at the time of preparing this IM, you should appreciate that many factors which may affect results are outside the control of the Trustee or may not be capable of being foreseen or accurately predicted. Accordingly, actual results may vary materially from the forecasts.

You should review the assumptions and financial forecasts and make your own independent assessment of the future performance and prospects of the Fund.

Assumptions adopted in preparing the cashflow and distribution forecast:

(a) Net Rental Income

Net rental income comprises gross rental and all other property income (including recoverable expenses) after deducting property expenses (including property management expenses).

Net rental income has been forecast based on an agreement with the new operator and will increase over time on the completion of renovations. The lease payment includes fixed annual increases of 4% which will be documented in the lease agreement.

The financial forecast assumes that the lease is enforceable and is performed in accordance with its terms. Should the tenant's business suffer a significant downturn, this could impact on its ability to pay this rent and in turn the rental income received by the Fund.

CARE: *The forecast is not financial year or an anniversary of settlement, it is a year from the date of completion of the renovations and building works (expected to be 1 December 2025). Our projections are the rental income earning during the construction stage will pay the loan interest predominantly. The yield is therefore projected once the tenant begins to pay the full rental payment under the lease.*

(b) Management Fees

The management fee is calculated monthly and payable in arrears and is fixed at 0.4% of the value of the Property. No increase in the value of the Property has been assumed for the purpose of calculating the forecast management fee. If the Property does increase in value, the management fee will also increase.

(c) Other Fund expenses

The Fund may incur recurring operating expenses, including valuation fees, legal, accounting and tax fees, marketing costs, postage, printing costs, travel and other miscellaneous expenses. These amounts have been forecast by taking into account factors likely to influence the level of these fees, charges and costs including general inflationary expectations.

These expenses are not capped, and so events beyond our control may affect the amount of the estimated expenses. Events which could occur which may affect our estimates include if the Fund becomes involved in litigation, the payment of insurance excesses in the event of damage like fire or flooding, unexpected capital expenditure etc.

(d) Borrowing Costs

We have received a credit approved indicative facility offer from a bank containing the proposed terms of the loan. These terms and conditions have been used as a basis to prepare the forecasts.

The forecasts assume a total ongoing interest cost of 6.25% per annum during the Forecast Period and upfront establishment and other fees of approximately \$48,000. The interest rate and expense over the forecast period is likely to fluctuate.

We expect interest rates to reduce during the term of the investment, and although this isn't guaranteed, an allowance in year 2 of a 25 basis point reduction and the same reduction in year 3 has been modelled.

Fluctuations in money markets will affect the interest rate which is ultimately available to us.

The Trustee may choose to fix interest rates in future, if the Trustee deems it prudent to do so and can obtain a suitable fixed rate for the Fund.

(e) Distributions

Distributions have been forecast in line with the Fund's distribution policy which is to distribute 100% of net operating cashflow to Unitholders once all renovations have been completed. Until this time all income will be utilised by the fund to pay interest on the debt facility to the bank

(f) Applications

The forecast assumes that \$8,292,792 in equity is raised pursuant to the Offer.

(g) Borrowing Establishment Costs

The costs to obtain the loan, including legal fees, establishment fees and registration fees have been calculated based upon the indicative offer received from the bank and factors likely to influence the level of these fees. Borrowing costs are ordinarily capitalised and amortised for income statement purposes under Australian accounting standards. As the forecast has been undertaken on a cashflow basis, the full amount of upfront borrowing establishment costs has been included as a cash outflow in year 1. This amount has not been treated as an operating outflow for the purposes of determining the net operating income of the Fund.

(h) Proceeds from Borrowings

The full amount of the loan as set out in the indicative offer from the bank has been assumed to be drawn in the forecast.

(i) Investing Activities

The forecast assumes that the Property is acquired in accordance with the binding purchase contract price of \$7,968,000. Costs associated with acquiring the Property and issuing this IM have been calculated:

- once-off up-front fees payable to Rockworth Capital - \$964,000
- based upon current stamp duty rates - for stamp duty - \$506,000.

Other issue and acquisition costs have been estimated to be approximately \$35,000 based upon quotes received and factors likely to impact on such costs.

(j) Capital Expenditure

We have set aside a capital expenditure reserve of approximately \$80,000. This reserve has been assumed to be utilised in equal instalments over a 5 year period.

(k) Goods and Services Tax

All items stated in this section of the IM are exclusive of GST, unless otherwise stated.

(l) Other Assumptions

Other assumptions implicit in the forecasts include:

- (i) there are no material changes in Australian taxation legislation or other legislation;
- (ii) the leases are enforceable and are performed in accordance with their terms;
- (iii) Units are held by investors on capital account for taxation purposes, and
- (iv) 100% of net operational cashflow derived during the forecast period is distributed by the Fund.

The forecasts also assume no impact from the factors outlined in the statement of risk factors

detailed in Section 9.

Assumptions adopted in preparing the Pro-Forma Balance Sheet

The Pro-Forma Balance Sheet as at settlement and the Source and Application of Funds table assume the following transactions:

- (a) the issue of 8,292,972 Units at an Issue Price of \$1.00 per Unit, fully paid to \$1.00, raising \$8,292,972 under the Offer
- (b) estimated IM issue costs of \$10,000 recognised as a reduction of the proceeds of Investors' funds
- (c) bank borrowings of \$4,780,800 relating to the acquisition of the Property
- (d) borrowing establishment and related costs of approximately \$48,000
- (e) the purchase price of the Property for \$7,968,000 million
- (f) acquisition costs (including fees and government charges) of approximately \$1,462,082.
- (g) an allowance of \$3,505,882,000 for renovations and building on the vacant block of land has been allowed for.

5. Structure of the Fund

5.1. Term of the Fund

An investment in the Fund should be viewed as a long-term investment. The Fund should be regarded as illiquid and concentrated, as it is investing in a single real property project.

Our intention is to seek to sell the Property in approximately five years from the date of the acquisition of the Property, distribute the net proceeds from the sale of the Property to Investors and then wind up the Fund.

It is however possible that we receive an offer to sell the Property before the end of this period and if we believe it would be in the best interests of investors to accept that offer, then we would do so and wind up the Fund before the end of that term.

If we do not think it is appropriate or in the best interests of Investors to sell the Property after five years from the date of acquisition of the Property (for example, where the property market is in a downturn or an alternative and more advantageous option is recognised) after this term, then we may extend the term of the Fund.

The Fund will end upon the winding up of the last remaining Units in the Fund.

5.2. Unit Pricing

The issue price of Units under the initial Offer will be \$1.00 per Unit unless otherwise determined by the Trustee.

The issue price of Units for subsequent issues of Units in the fund will be based on the net asset value of the Fund.

The Trustee has delegated to the Administrator the determination of the net asset value of the Fund. In determining the net asset value of the Fund, the Administrator will follow the valuation policies and procedures adopted by the Trustee.

The ongoing Unit price is calculated by dividing the net asset value (determined by the net market valuation of assets owned, less all liabilities held, including fees, provisions, and accrued expenses in accordance with the Trust Deed) divided by the number of Units on issue.

For the purpose of calculating the Net Asset Value of the Fund, the Administrator will rely on financial data provided to it by the Trustee and/or independent third-party property management professionals.

The Administrator may also use and rely on industry standard financial models or other financial models approved by the Trustee in pricing the Fund's assets. If and to the extent that the Trustee are responsible for or otherwise involved in the pricing of any of the Fund's assets, the Administrator may accept, use, and rely on such prices in determining the Net Asset Value of the Fund.

When investments are withdrawn from the Fund via a redemption that has been accepted by the Trustee, they are redeemed at the relevant Unit redemption price for the Fund. The redemption price is calculated by taking the net asset value per Unit in the Fund minus the sell spread (if applicable) or applicable transaction costs.

The Property will not routinely be independently valued during the term of the Fund.

5.3. Structure

The Fund is an unlisted, unregistered managed investment scheme, constituted as a unit trust established under, and governed by, Australian law. The Fund is not, and is not required to be, registered with ASIC.

The Fund is established under and governed by the Trust Deed and applicable laws. Under the Trust Deed, the Trustee intends to issue one Class of units to Investors subscribing under the Offer.

For more information about the Trust Deed, see Section 15.1 (*“Trust Deed”*). For more information about the Trustee and Manager, see Section 7 (*“Key Parties”*) of this Information Memorandum.

The Fund will invest in a single parcel of property. Where investment decisions are to be made they are overseen by the Investment Committee, and approved by the Trustee of the Fund.

5.4. Management Process

The Trustee is responsible for the oversight of all investment decisions, ongoing management of the invested assets as well as, where applicable, oversight and management of all outsourced service providers including legal advisers and accountants.

The Trustee is also responsible for management and oversight of the Administrators, Registry, and the Custodian of the Fund as well as ongoing communication and updates to the investors on a monthly, quarterly, and annual basis.

5.5. Investment Committee

The Trustee has established an Investment Committee.

The key responsibilities of the Investment Committee are:

- approval of all proposed investments to be made by the Fund; and
- monitoring of active investments by reviewing regular progress updates

The participants of the Investment Committee may change from time to time.

5.6. Change of Investment Selection Criteria

Investors should note that whilst the Fund intends to operate on the terms outlined in this Information Memorandum and seeks to make investments in accordance with these investment guidelines, they are not binding on the Trustee. The Trustee may invest outside of these investment guidelines from time to time. Investment decisions will all be at the absolute discretion of the Trustee and the Fund’s Investment Committee.

Depending on the market conditions and property transaction opportunities which are available, the Trustee reserves the right to change the investment objective and the investment selection criteria of the Fund.

Investment monitoring

The Trustee is responsible for the active and ongoing management of the loan. The Trustee will monitor that property economic conditions and will instigate remedial action where necessary.

The Trustee will also track early risk indicators which include macro environment market dynamics for property investment.

The Trustee will have a regular internal risk meeting to review economic and property specific developments.

6. Investment criteria – The Property

6.1. Investment Objective

The fund will invest in a parcel of property at Surfers Paradise Queensland, Australia.

Key Features

Addresses:	18-20 Peninsular Drive Surfers Paradise QLD 4217 13-15 Leonard Avenue, Surfers Paradise QLD 4217
Land Size:	2,032 m2
Location:	Surfers Paradise, Gold Coast, Queensland
Title:	Freehold
Sector:	Tourism – accommodation

6.2. Tenant

The proposed tenant currently operates short term accommodation at Petrie Terrace Brisbane, known as Banana Backpackers. An icon of the tourist industry in Brisbane.

The management team have significant experience in running similar businesses having operated successful backpackers in the Bundaberg region for the past 20 years.

7. Key Parties

7.1. Trustee and Fund Manager

- About the Trustee

Rockworth Capital Pty Ltd has been appointed as the Trustee and Fund Manager of the Fund, and is responsible for the overall operation of the Fund. The Trustee holds AFSL number 483942.

- Governance and compliance

The Trustee will be guided by the investment objectives and parameters of the Fund, by the Fund's governing Trust Deed, and by the Trustee's duties under general law and approve the investment decisions in accordance with the Trust Deed.

Under the Fund Constitution, the Trustee is indemnified and entitled to be reimbursed from Trust property to the extent permitted by law, for costs incurred in the performance of its duties, exercise of its powers, in the course of its office or in relation to the administration or management of the Fund.

The Trustee is responsible for the day-to-day management of the investments of the Fund.

The Trustee may delegate some of its investment management duties to third parties or its related entities and bodies corporate. If this occurs an Investment Management Agreement will be executed establishing the roles of each party.

The key personnel of the Trustee, including background and experience is included in Section 8.

7.2. Administrator

The Trustee will appoint Profectus Tax Advisory Pty Ltd as the Administrator to provide fund administration services to support to the Fund. Profectus Tax Advisory Pty Ltd is a related party of the Trustee.

The Administrator will acknowledge receipt of any application or redemption request on behalf of the Fund, and in the event no acknowledgement is received from the Administrator within five (5) days of submitting the request, the applicant should assume that the application or redemption request has not been received and they should contact the Administrator via email or telephone to confirm the status of their request, see Section 17 ("Glossary") for contact details.

None of the Administrator, Trustee or their duly appointed agents will be responsible to an applicant for any loss resulting from the non-receipt or illegibility of any fax or email notice or for any loss caused in respect of any action taken as a consequence of such fax or email believed in good faith to have originated from properly authorised persons.

8. Rockworth Capital

8.1. Overview

Pedram Salami and Graeme Currie, the Directors of Rockworth Capital Pty Ltd, are experienced financial services professionals. They currently operate a multifaceted business within financial services covering financial planning, mortgage lending, accounting, legal and real estate.

The funds management business has evolved over time from small offering funds to this licenced structure. The track record on these investments can be shown over the last three years to be in line with the projections in the fund.

Past performance is not a guarantee of future performance, future returns may vary.

Pedram Salami - Director and Chief Executive Officer

*Masters of Commerce
Bachelor of Commerce (Banking and Funds Management),
Diploma of Financial Services (Financial Planning)
Certificate IV – Finance and Mortgage Broking*

Pedram has been in financial services since 2007 starting in the retail sector and moving into an advisory role in 2008. A long term believer in the holistic approach, Pedram and the team commenced building financial services offerings to clients that cover planning, legal, accounting and real estate.

An enthusiastic investor himself, Pedram believes that he will only recommend strategies and assets for his clients that he is implementing himself. The breadth of experience covers listed shares, unlisted shares, commercial and residential real estate, business interests and more.

Pedram is also the Responsible Manager of the Australian financial services licensee Barchester Financial Services Pty Ltd.

Graeme Currie – Director and Responsible Manager

*Juris Doctor
Bachelor of Business (Accountancy)
Diploma of Financial Services (Financial Planning)
Certificate IV Finance and Mortgage Broking
Accredited Derivatives Adviser Level 1 and 2*

Graeme has over 35 years' experience in the banking and finance related industry, beginning in retail banking with Bank of Queensland. He moved from banking into accounting practice but ultimately found his niche in financial advisory. He spent some time working with Macquarie bank before having an active involvement in compliance and management of Australian Financial Services licensees, first as a Responsible Manager and then as a compliance manager. His experience in this area is valuable to the operation and control of this investment vehicle.

During his career Graeme has had a focus on property as an investment vehicle giving personal advice to high net worth clients to invest directly or through investments schemes such as this Fund to pool capital with like minded individuals to create wealth and increase cash flow, while diversifying investment risk in their portfolio.

9. Risk Factors

All investments involve varying degrees of risk. There are a number of risk factors that could affect the performance of the Fund, the making of distributions and the repayment of Investors' capital. Many risk factors fall outside of the Trustee's control and cannot be completely mitigated. While there are many factors that may impact on the performance of any investment, this Section 9 ("Risk Factors") summarises some of the major risks that Investors should be aware of when investing in the Fund.

The risks described below are not exhaustive and whether a risk is specifically referred to in this section or not, that risk may have a material effect on the performance and value of the Fund. Importantly, Investors should note that the value of an investment in the Fund, and income received by Investors, may rise or fall and, consequently, Investors may suffer losses (including the loss of all of their capital investment in the Fund or a loss of an investment return relating to their investment in the Fund). Distributions and indicative rate of returns are not guaranteed, and neither is the return of Investor's capital.

Investors should be aware that not all risks can be foreseen. It is therefore not possible for the Trustee to protect the value of the Fund's investments from all risks.

Investors should ensure they obtain appropriate professional advice regarding the suitability of an investment in the Fund having regard to their individual circumstances, including investment objectives, their level of borrowings, their financial situation, and individual needs.

9.1. Risks Relating to Property Investment

There are specific risks associated with making investments into direct property investments into real estate. These risks include the following:

Property Market Conditions

Changes in property market conditions including supply, demand and rental markets impact on the ongoing value of any property. There is no guarantee that the Property acquired by the Fund will maintain its value or that we will be able to sell it for a price higher than the acquisition price. The Property is not located in a capital city and may therefore have a more limited market depth due to the tourism specific nature of the asset. This could serve to increase the property market risk. No returns are guaranteed.

Tenant Risk

The Property is and will be leased to a single tenant. Therefore, the Fund's revenue will depend on the continued successful operation of that single tenant's business to enable it to pay the rent they have agreed to pay under the lease over the Property. The performance of the tenant's business relies on the strength of the backpacker tourist market, which can be affected by a number of factors, including global economic conditions, the strength of the Australian dollar against other global currencies, the Australian government's migration and visa policies, and the continuing appeal of the Gold Coast / Brisbane as a tourist destination.

Should the tenant's business suffer a significant downturn, this could impact on its ability to pay this rent and in turn, our ability to pay regular distributions to you.

If the tenant's business fails and we are forced to terminate the lease with the tenant, then we will need to locate a new tenant. We will use our expertise to identify suitable replacement tenant/s at that time. Depending on the rental market at that time, it may take us longer than we

expect to locate a new tenant, during which time the asset will not generate income for the Fund and will incur additional costs of leasing the property.

Tenant default and/or a protracted period of time untenanted may affect the ability of the Fund to recover its capital and/or may adversely affect the Net Asset Value of the Fund such that the value of each Unit in the Fund falls.

Unforeseen Capital expenditure Risk

The need for unforeseen capital expenditure on the Property over the life of the Fund, and how this expenditure will be funded, may affect the Fund's ability to meet its debt obligations as well as impacting on the level of distributions to you.

Forced Sale Risk

If we are forced to sell the Property, for example, where the value of the Property drops to a level where our financier forces us to sell, there is a risk that we may not be able to sell the Property for more than we bought it for. This will affect our ability to return your capital.

9.2. General Risks

Investment risk

An investment in the Fund involves investment risk. For example, the value of a Unit Holder's investment in the Fund may rise or fall, investment returns may fluctuate, distributions may or may not be paid and a Unit Holder's capital may or may not be returned.

Gearing (or borrowing) risks

Rockworth Capital Pty Ltd as trustee of the Fund intends to borrow money from an authorised deposit-taking institution and add it to the money you invest to acquire the Property (referred to as "gearing"). The financial institution will have recourse to the assets of the Fund if there is a default under this loan. The financial institution will also receive a first-ranking mortgage over the Property as security for its loan.

We intend to borrow approximately \$4,800,000 for an initial term of 3 years at variable interest rates, with consideration being given to fixing interest rates during that 3-year term. We expect that the lender will require a Loan-to-Value Ratio ("LVR") covenant of 60% or below.

We anticipate that any loan we enter will contain terms that will cause the loan to be in default if, for example, investors exercise their rights under the Fund's trust deed or under the law to change control of the Fund or change the terms of the Funds trust deed.

The risks and implications associated with the gearing of a fund are as follows:

- a. Gearing magnifies the effect of any movements (both positive and negative) in the value of the Property.
- b. Increases in interest rates on a loan increase a fund's costs and therefore reduce the amount potentially available for distribution to its beneficiaries. We will consider entering into a fixed interest rate loan, if such loan terms are available and suitable for the fund, so that there are no interest rate fluctuations over the term of the loan, but we may also leave the interest rates fully variable.

- c. Any breach of a loan covenant with a lender may adversely impact on the Fund, and therefore negatively impact your investment in the Fund. For example, a fall in the value of the Property or a decrease in the income from the Property could cause the Fund to breach a covenant of its loan. Where a breach occurs, the lender will have certain rights which might include the right to require immediate repayment of the loan, direct us to freeze distributions to investors, take control of our accounts, require us to raise further equity to decrease debt levels, increase interest rates or require us to sell the Property. If the lender exercises such rights, then the Fund may be forced to arrange alternative financing or sell the Property at a time when access to credit is more constrained or where there is a softening of the property market.
- d. The initial term of the loan is expected to be three years, which is shorter than the expected term of the Fund (i.e. up to five years). This means we will need to refinance the loan in three years' time. If we cannot refinance it or cannot refinance at the same or more favourable terms (because the market for credit is constrained), then we may have to sell the Property at that time (which may not be optimal). If we refinance on terms that are less favourable than those that apply to the initial loan we receive, then the cost of servicing that loan may increase with a concomitant decrease in distributable income.
- e. Investors rank behind the creditors of the Fund, including any financial institution.

Interest rate risk

Fluctuations in market interest rates may impact the performance of the Fund. For example, rising interest rates will cause the Trustees holding costs to increase, which will reduce the return to the investor. The lowering of interest costs will increase the return to the Fund.

The Fund does not intend to hedge interest rate risk at the date of this IM, however the Trustee has the discretion to do so should it determine that it is prudent to do so.

Underlying investment risk

There may be external influences from time-to-time, including unforeseen items of expenditure which have not been budgeted for and loss of revenue, which adversely affect the income of the Fund. These may result in a reduction of distributions and returns.

Natural phenomena, like fire, flood and storms, may affect the Property and consequently the value of your investment in the Property. Whilst we are able to insure the Property against some of these events, there are others (such as war, strikes and terrorist attacks) for which insurance cannot be obtained. However unlikely, should any of these uninsured events occur then we will need to make unbudgeted capital expenditure to preserve the value of the Property (including potentially to re-build it). We may not be able to raise the capital to do this in which case the value of the Property and your investment would greatly reduce. Other uncontrollable events include a change of use for the Property under future town plans

Allocation / concentration risk

Generally, the more diversified a portfolio of properties which exists within a fund, the lower the impact that an adverse event affecting one property will have on the income or capital value of an investment in that fund. Conversely, a fund with a more concentrated portfolio has a higher risk that adverse events will affect the income or capital value of that fund.

In relation to a commercial real estate asset, the more diversified the tenant mix which exists within the asset, the lower the impact that an adverse event affecting one tenant or one industry will have on the income or capital value of an investment in that fund.

The Fund is expected to invest in a single property with a single tenant and is therefore exposed to any adverse event affecting that property or tenant.

Liquidity risk

The Fund invests in real property, which is an illiquid asset. These assets cannot generally be sold or otherwise disposed of on short notice and therefore the Fund is limited in its ability to convert investments to cash at need.

In the event that returns from Fund assets are lower than anticipated, the Fund may not always have sufficient liquidity to meet its expenses and to pay distributions. In the event that the Fund has insufficient liquidity to meet its expenses, the Fund may need to raise funds either through raising additional capital (which may dilute your interest in the fund) or taking on additional debt (which may increase the Fund's costs).

Your investment in the Fund is therefore illiquid. Your investment should be viewed as long term. There is no automatic right to withdraw from the fund and redemptions are at the Trustee's sole discretion. We do not intend to make any withdrawal offers during the term of the Fund.

You can transfer your Units subject to the terms and conditions of the Trust Deed. However, there is no secondary market for Units in this Fund and so there is no guarantee that you will find a buyer for your Units. This means should your circumstances change after you make an investment in the Fund, there is no guarantee that you will be able to receive your investment back before the Fund is wound up (that is, after a period up to five years or potentially a longer period).

Legal, regulatory and compliance risk

Changes in government legislation, regulation and policies generally could materially adversely affect the operating results of the Fund. Although unable to predict future policy changes, the Trustee intends to manage this risk by monitoring and reacting to any potential regulatory and policy changes.

The operation of a funds management business in Australia is subject to significant regulation by Australian government authorities including without limitation ASIC, the Australian Transactions Reporting and Analysis Centre, the Foreign Investment Review Board and the Australian Competition and Consumer Commission. There is a risk that the Fund may not comply at all times with its various obligations under government regulations and policies and this may result in the loss of authorisations under the AFSL held by the Trustee thereby preventing the continued operation of the Fund.

Tax risk

Tax and duty laws, and the regulatory interpretation or enforcement of them, can change and changes can be adverse. Investors should consider their own circumstances before investing. Although unable to predict future policy changes, the Fund Manager intends to manage this risk by monitoring and reacting to any potential regulatory and policy changes.

Australia is a relatively high tax jurisdiction with complex tax laws. An investment in the Fund may give rise to a variety of complex tax issues for Unit Holders, some of which may relate to special rules applicable to certain types of investors. Prospective investors are urged to consult

their own tax advisers with specific reference to their own situations concerning an investment in the Fund.

Fees and expenses risk

The Fund will incur fees and expenses regardless of whether it is successful. The Fund will pay fees whether or not it receives its returns.

The Trustee expects to incur significant costs and expenses in seeking to source, evaluate, structure, negotiate, close, monitor and exit investments including, but not limited to, financial, legal, technical, regulatory, and commercial advisers which are engaged to assist the Fund Manager in seeking to source, evaluate, structure, negotiate, close, monitor and exit the investment. There can be no assurance that the Fund will be successful in being able to recover these fees and expenses from a successfully closed investment. These amounts may be significant and could have an adverse impact on the return that Investors might otherwise realise.

Thinly capitalised management

The Trustee does not have any material independent financial resources. If an action or claim is brought against the Trustee and that claim is not covered by the professional indemnity or directors' and officers' insurance policies arranged by or on behalf of the Trustee, the Fund cannot assure that the Trustee will have sufficient financial resources to cover any amounts payable under any claim. The Trustee is entitled to be indemnified from the assets of the Fund in accordance with the terms of the Trust Deed.

Risk associated with key parties

The Trustee may elect to retire or may be replaced as the Trustee or Fund Manager, or the services of key personnel of the Trustee or Fund Manager may become unavailable for any reason.

The Units are issued by the Trustee and the return of an investment in the Fund is dependent on the performance of the Trustee and its ability to meet its obligations under the Trust Deed. If the Trustee is wound up, becomes insolvent or is otherwise unable to meet its obligations under the Trust Deed, the performance of an investment in the Fund may be negatively impacted.

The Fund is relying on the ability of the Trustee and its investment professionals to achieve the Fund's investment objectives. If the Trustee (in its role as Fund Manager) or its investment professionals were not to continue in their respective roles, or be replaced by suitably qualified and experienced professionals, the Fund may not be able to achieve its objectives.

There is also a risk that the Trustee and Fund Manager may fail to identify and adequately manage the investment risks in the Fund's portfolio or execute the investment strategy effectively, affecting the ability to pay distributions or reduce the value of the Units.

Operational risks of the Trustee and Fund Manager include the possibility of systems failure, cyber- attacks, documentation risk, fraud, legal and regulatory risk, and other unforeseen circumstances.

Other delegates of the Trustee (e.g. the Administrator), may also fail to adequately perform their contractual and other legal obligations.

Related party transaction risk / conflicts of interest

The Trustee may from time-to-time face conflicts between its duties to the Fund as trustee, its duties to other funds that it manages and its own interests, as well as in relation to its dealings with other related or associated entities. The Trustee will manage any conflicts in accordance with its conflicts of interest policy, the Trust Deed, ASIC policy and the law.

The Trustee may from time-to-time enter transactions with related entities. All transactions will be on arm's length terms, priced at market rates or at no charge.

Furthermore, the Trustee has developed a protocol for negotiating and entering transactions between related and associated entities. The Trustee's related bodies corporate, or any director, officer, or employee of any of them may invest in the Fund. A related party to the Trustee is entitled to additional service fees where it is providing additional services to the Fund.

Any fees that are chargeable will be included within the engagement documents or management agreements between the Fund and the related party, and fees will be on arm's length terms.

The Trustee and Fund Manager and its directors may develop advisory and other relationships with a wide variety of clients and Investors. As a result of obligations that arise from those relationships, including obligations of confidentiality, certain potentially suitable investment opportunities of which the Trustee becomes aware may not be offered or disclosed to the Fund.

Nothing in this Information Memorandum prohibits the Fund investing in products or assets managed by a related party of the Trustee.

Cyber risk and exposure

Investors should be aware that while the Trustee has implemented technologies, processes, and practices designed to protect its networks, devices, programs, and data (or information technology systems) those information technology systems may still be subjected to malicious attack, damage, or unauthorised access.

Information technology systems may include the storage of information concerning an Investor's identity, monetary interests or other personal details provided to the Trustee in connection with their investment in the Fund.

In the event serious harm is a likely outcome of a breach of the Trustee's information technology systems, the Trustee will notify the affected individuals and recommend steps that ought to be taken in response to the breach. The Trustee may also be required to notify a government or regulatory authority as required by law.

Currency risk

The Fund's investment will be domiciled in Australian dollars and therefore the weakening of a country's currency relative to the Australian dollar will negatively affect the value of the Fund's assets from the perspective of an international Investor.

Valuation risk

The unit price, distributions and fees payable by the Fund are based on the net asset value of the Fund.

There is no assurance that the calculation of the value of the Fund will reflect the actual realised value of assets of the Fund. For example, illiquid investments may not be readily or accurately valued or may be valued based on estimates and assumptions which may be inaccurate. Valuation of commercial real property is subject to a number of variables and uncertainties

between transactions, particularly where there are no or very few comparable properties transacting in the market at the time of valuation. In certain circumstances, valuations may be suspended where assets cannot be valued or would yield a valuation which would, in the opinion of the Trustee, be to the detriment of Unit Holders.

Given the illiquid nature of the Fund's assets and the long-term nature of the Fund generally, the Trustee does not intend to have the Fund's assets independently valued on a regular basis.

General economic risks

General economic factors including (but not limited to) equity and credit market cycles and interest rate movements may have an adverse effect on the profitability of investments and the performance of the Fund.

We strongly recommend that Investors obtain independent financial advice before investing in the Fund.

10. Fees and Other Costs

10.1. Fees and Expenses

The following table sets out the fees and costs that may be charged to the Fund: Please refer to the specific Supplementary Information Memorandum for the Class of units you are seeking to invest into for specific fees associated with that Class.

Type of Fee	Amount	How and when paid
Entry Fee	0.00%	There are no fees for making an investment into the fund.
Management Fee	0.44% pa Inc GST	Calculated on the Current Value of the Property investment Paid to the Fund Manager monthly in arrears out of the assets of the Fund and reflected in the Unit Price
Performance Fee	16.50% Inc GST	A fee equal to the amount by which the value distributed to Unitholders after the sale of the Property exceeds the value of the Unitholders' original investment.
Withdrawal Fee	0.0 to 5.5% Inc GST	This fee MAY be charged at the discretion of the Manager, by the Fund to investors on a withdrawal of Units and becomes an asset of the Fund. It is calculated on the Unit Price.
Custodian Fee		The Trustee of the Fund is entitled to a Custody fee of \$1,100 per month (being \$13,200 inc GST pa) payable monthly paid in arrears.

10.2. Other Fund expenses

In addition to the fees and other costs set out above, the Trustee may pay, out of the assets of the Fund, all expenses related to the establishment, operation, marketing, and distribution of the Fund.

This includes all fees, costs, and expenses of the Fund, the Trustee and Fund Manager incurred in connection with potential investments, including:

- the acquisition holding, sale, proposed sale or valuation of any investment;
- any management fees, the fees and expenses of the Trustee;
- all litigation-related and indemnification expenses;
- fees of auditors, fees of due diligence consultants and counsel;
- administrative expenses, costs of holding Unit Holders meetings, costs of preparation of tax returns; and
- any taxes, fees or other governmental charges levied against the Trustee, in its capacity as trustee of the Fund.

All fees and costs of the Fund payable out of the assets of the Fund are reflected in the Unit price of the Fund.

10.3. Changes to Fees and Other Costs

The Trustee may change the fees and expenses charged to Investors by giving at least one month's written notice to Investors, subject to any fee limits in the Trust Deed.

10.4. Waiver, Deferral or Rebate of Fees

The Trustee and Fund Manager may, in their absolute discretion, accept lower fees and expenses than they are entitled to receive, or may defer payment of those fees and expenses for any time.

If payment is deferred, then the fee may accrue until paid at the discretion of the Trustee. In addition, the Fund Manager or Trustee may, in their absolute discretion, waive, negotiate, or rebate their fees to an Investor or the Fund.

10.5. Placement fees to intermediaries

The Manager may negotiate a placement fee payable to an intermediary. This fee (if paid for the introduction of Investors) will be paid from the Manager's own funds and is not paid from the Fund's assets.

10.6. Service Fees

The Manager does not provide the following services for the management fee it charges the Fund:

- direct property management services (e.g. collection of rents and facilities management);
- project management and development management services;
- leasing services;
- accounting and bookkeeping services;
- procuring finance and negotiating refinancing; and
- registry services.

However, the Manager does supervise agents or contractors who carry out these services (e.g. the Manager supervises and instructs the direct property manager and the appointed leasing agents). If the Manager (or an associate of it) does provide services of the kind not intended to be provided for the management fee then the Manager (or an associate of it) may charge the Fund for those services at normal commercial rates for that particular service.

11. How to Invest in the Fund

11.1. General

Investors must complete the Application Form attached to or accompanying this Information Memorandum, nominate a commitment amount and provide the required customer identification material listed in that form.

Before making a decision to subscribe for Units, potential Investors should read this Information Memorandum and obtain independent professional advice.

A copy of the executed Application Form and supporting documents must be emailed to the Administrator at

applications@rockworthcapital.com.au.

Investors, please note that:

- the Offer is expressly restricted to Wholesale Clients. By lodging an application for Units in respect of the Offer contained in this Information Memorandum, the Investor declares and warrants to the Fund that they are and will remain a Wholesale Client;
- the Trustee has the discretion to accept applications of less than \$500,000, provided that the applicant is a Wholesale Client (e.g. where the applicant provides a valid accountant's certificate); and
- in addition to the client identification material and documents required to be sent with an Investor's Application Form, the Trustee may require further information or documents from an Investor at any time to satisfy obligations under anti-money laundering and counter terrorism financing legislation or other legislation affecting the Fund or the Trustee.

11.2. Processing Applications

Initial Applications will usually be processed on the first business day of each month where the completed Application Form and application money are received by the Administrator at least 2 Business Days prior unless otherwise determined by the Trustee.

Cleared application monies and application forms must be electronically transferred into the Fund's application account no later than 12pm AEST 2 Business Days prior to the Subscription Day. Subscription funds to be received in the name of the Investor and no third-party payments are accepted. The original signed Application Form must be received by the Administrator no later than 12 p.m. AEST on the Subscription Day. The Trustee reserves the right to evaluate any applications for Units and to reject any or all applications submitted, without giving reasons for rejection.

The Administrator will acknowledge receipt of any subscription or redemption request on behalf of the Fund, and in the event no acknowledgement is received from the Administrator within five (5) days of submitting the request, the applicant should assume that the subscription or redemption request has not been received and they should contact the Administrator at applications@rockworthcapital.com.au.

None of the Fund, the Administrator and/or the Sub Administrator accepts any responsibility for any loss arising from the non-receipt or illegibility of any Subscription Agreement or additional Subscription Agreement (as the case may be) sent by facsimile or email or for any loss caused in respect of any action taken as a consequence of such facsimile or email believed in good faith to have originated from properly authorised persons.

11.3. Payment

The Trustee can only accept electronic funds transfers from a bank, building society or credit union account in the name of the Investor. Cash or cheque payments will not be accepted. The bank account details for the Fund are set out in the Application Form.

11.4. Issue Price

The initial issue price of Units for the first capital raising in the Fund will be \$1.00 “fully paid” units. The issue price of Units for subsequent issues of Units will be based on the Net Asset Value of the Fund.

12. Distributions

The Trustee intends to distribute all net income received to Unit Holders in a particular financial year and intends to make distributions as income payments from investments as received by the Trustee on a monthly basis.

Under the Trust Deed, a Unit Holder’s distribution entitlement for each Unit is based on the number of days the Unit Holder held the relevant Unit during the distribution period.

The Trustee may change the distribution frequency by giving at least 30 days prior notice to Unit Holders.

It is generally expected that distributions are calculated on the first Business Day following the end of each calendar month. Unit Holders should allow up to 7 days after the date which distributions are calculated to receive distributions.

Investors may:

- reinvest distributions in accordance with the Trust Deed.
- direct credit the distribution to their pre-nominated bank or financial institution in Australia. No distribution payments will be made to third parties or by cheque.
- if no choice is made, the distribution will be paid to the bank account nominated in the application form.

For the avoidance of doubt distribution reinvestments will not reduce the balance of capital commitments outstanding which remains on account for an Investor.

13. Withdrawals from the Fund

13.1. Withdrawals from the Fund

The Fund is illiquid. The investor is reminded that the Fund has a target minimum investment period of at least 5 years and there is no right to withdraw from the fund during its term.

The Trustee retains absolute discretion as to whether or not to accept a withdrawal request. If the Trustee decides not to satisfy some or all of a redemption request, it will notify the Unitholder of its decision within 30 days of receipt of the request. The Trustee is not required to give reasons for accepting or rejecting a redemption request.

The Trustee may, on reasonable notice to a Unit Holder, redeem all or a portion of Units held by such Unit Holder in its absolute discretion in certain circumstances set out in the Trust Deed.

14. Taxation

The following provides a summary of the general tax implications for an investment in the Fund by an Australian resident individual Investor who holds their Units on capital account. Each Investor'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 IM. Investing in an unregistered managed investment scheme is likely to have tax consequences and Investors should note that taxation laws can change at any time, which may have adverse taxation consequences for Investors.

Each Investor 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 Investors obtain their own professional and independent taxation advice before investing in the Fund.

14.1. Income Tax

The Fund may qualify for and may irrevocably choose to apply the Attribution MIT ("AMIT") rules. Eligibility for MIT/AMIT status will depend on satisfying the widely held and closely held thresholds for the Fund. This will ultimately depend on the nature and holdings of the Investors in the Fund.

If the Fund qualifies as an AMIT, the Trustee will assess whether it will elect to apply the AMIT rules. If it intends to elect to the AMIT regime, the Trustee will provide Investors with further details about the implications of that election for the Fund and Investors.

It is intended that the Fund will be administered so that taxable income will be distributed on a present entitlement basis to Investors or, if the Fund is an AMIT, that trust components will be attributed to Investors each financial year on a fair and reasonable basis. As a result, the annual income of the Fund will flow through to Investors and the Fund will not pay tax on the income it derives.

Investors will need to include in their income tax return their share of the Fund's taxable income for each financial year. This applies regardless of whether the distribution is received in cash during that income year or a later year and may include amounts that have been reinvested. To assist Investors to complete their annual tax return, the Trustee will issue an annual tax statement or an AMIT Member Annual (AMMA) statement. This statement will provide Investors with the components to be included in their income tax return. The sum of these components may differ to the amount of cash distribution received by Investors.

Tax losses (if any) generated by the Fund cannot be passed onto Investors. However, provided specific requirements are satisfied, the Fund should be able to carry forward tax losses, offsetting them against income generated in a later income year.

14.2. Public Trading Trust

An investment in the Fund will be comprised of units in a unit trust. The Fund should be treated as a flow through vehicle for income tax purposes, and not liable to tax itself, provided that the Fund distributes all income to investors on an annual basis. However, as a unit trust, the Fund may be taxed as a company under the Public Trading Trust provisions.

A unit trust may be treated as a Public Trading Trust, and therefore taxed as a company, where it meets the conditions to be both a trading trust (as defined) and a public unit trust (as defined).

The Fund is not a Public Trading Trust. On the basis that investors are entitled to all the distributable income from the Fund for a financial year, the Fund itself should not be liable to tax.

If for any reason there is distributable income in the Fund to which no investor is presently entitled, the Fund will be taxed on the taxable income that corresponds to the amount at the top tax rate (currently 47% being the marginal tax rate of 45% plus Medicare Levy of 2%).

If the Fund were to satisfy the criteria as a Public Trading Trust, then the Fund will be taxable as if it were a company at the corporate tax rate. Distributions by the Fund will be treated as dividends and the Fund may be able to frank these dividends.

If the Fund is not a Public Trading Trust. Investors that are entitled to a share of the Fund's distributable income will be required to include in their assessable income a proportionate share of the taxable income of the Fund for the relevant financial year. This will be assessable to each investor whether it is paid to the investor or reinvested, even though the investor may receive some or all of it in a later financial year.

If the Fund is a Public Trading Trust. Each investor will include in its assessable income the amount it receives as a distribution as if it were a dividend together with any franking credits attached to that dividend in the financial year that it is paid to the investor.

14.3. Disposal of Units

To the extent that an Investor disposes of their Units (e.g., by way of a withdrawal or a transfer) a gain or loss may arise. An Investor that holds their Units on capital account will derive a capital gain or incur a capital loss.

An Investor may make a capital loss in respect of the disposal of their Units to the extent that the capital proceeds are less than the reduced cost base of their Units. Alternatively, an Investor may make a capital gain to the extent that the capital proceeds exceed the tax cost base of the Units.

In ascertaining the tax cost base or reduced cost base of your investment in the Fund, Investors will need to consider any returns of capital and certain tax components of distributions that will increase or decrease the cost base of their investment (which should be reported on their annual tax statements).

If the Fund is subject to the AMIT rules, in circumstances where the amount of cash distribution from the Fund is more than their share of the Fund's taxable income in an income year, the CGT cost base of the investment in the Fund should decrease by the difference ('AMIT cost base net amount – excess') (or known as tax deferred for a non-AMIT fund). These amounts may have the effect of increasing an Investor's capital gain or decreasing their capital loss on disposal. Conversely, in circumstances where the amount of cash distribution from the Fund, assuming it is an AMIT, is less than an Investor's share of the Fund's taxable income in an income year, the CGT cost base of their investment in the Fund should increase by the difference ('AMIT cost base net amount – shortfall'). This amount should have the effect of decreasing an Investor's capital loss upon disposal of their investment.

Where the Fund is an AMIT, the annual tax statement received from the Fund will state the amounts that the Trustee reasonably estimates to be the 'AMIT cost base net amount – excess' and the 'AMIT cost base net amount – shortfall'.

Any net capital loss resulting from the disposal of an investment in the Fund may be able to be used to reduce other capital gains derived by the Investor in that or future income years. Investors that are individuals and trusts may be entitled to a CGT discount that reduces their capital gains by 50% where they have held their investment for more than 12 months. Investors

that are complying superannuation funds may be entitled to a 33.33% reduction of their CGT liability. No such discount is available to corporate Investors.

14.4. Non-resident Investors

The taxation implications of Investors that are not Australian resident for tax purposes (non-resident Investors) are not considered as part of this IM. However, this section provides a general outline of the Australian income tax requirements of the Fund to withhold on distributions (and amounts attributed) to non-resident Investors by the Fund.

Where withholding tax is paid by the Trustee in relation to an Investor, and the amount withheld is not a final tax, non-resident Investors may be required to lodge an Australian income tax return.

To the extent that interest income is derived by the Fund from an Australian source (either directly or indirectly), the Trustee will 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 withdrawal in respect of Units owned by non-resident Investors will be subject to Australian CGT if the Units are taxable Australian property. However, based on the assets that will be held by the Fund, the Trustee does not believe that the Units will constitute taxable Australian property.

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

As the Fund will be an investment body for income tax purposes, the Fund will be required to obtain a TFN or ABN in certain cases from its Investors. It is not compulsory for a Trust's Investor 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, TFN exemption or ABN from Investors will result in the Trustee being required to withhold at the top marginal rate plus the Medicare levy (currently 47%) with respect to distributions to the Investor (which may be creditable in their tax return).

14.6. Goods & Services Tax (GST)

The acquisition and disposal of units in the Fund, and the receipt of distributions, by the Fund's Investors will not be subject to GST. However, GST may apply if fees are charged to the Fund by the Trustee. In such a case, the Fund may be eligible to claim a Reduced Input Taxed Credit of either 75% or 55% of the GST paid on some of the fees charged to the Fund, depending on the type of fee.

14.7. Stamp Duty on Unit Transactions

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

15. Other Information

15.1. Trust Deed

The Fund's Trust Deed (in addition to the general law) sets out the terms and conditions under which the Fund operates, as well as many of the rights, liabilities, duties and obligations of Investors and the Trustee.

Your rights, duties, and obligations as a holder of Units are governed by the Trust Deed and the general law relating to trusts. These rights include the right to attend Unit Holder meetings, to make withdrawal requests, receive and reinvest distributions, and participate in proceeds of the termination and winding up of the Fund.

Some key terms of the Trust Deed are described below, but it does not summarise all of the provisions. Other terms have been described elsewhere in this IM, including in relation to the nature of an Investor's interest in the Fund's assets, applications and redemptions of Units, Unit pricing, transfers of Units, distributions, and Trustee fees.

Investors should refer to the Trust Deed for the details of the provisions. A potential Investor, and a Unit Holder, may obtain a copy of the Trust Deed on request to the Trustee.

a) **Transfer of Units and security over units**

A Unit Holder may transfer Units to another Unit Holder or eligible party in the manner as the Trustee from time to time prescribes but must not do so without the express written consent of the Trustee (which may be withheld in its absolute discretion).

The Trustee may charge a fee for the facilitation of a Unit transfer.

A Unit Holder may not create any encumbrance or other security interest over a Unit without the consent of the Trustee.

b) **Trustee's role, obligations, and rights**

The Trustee's duties and obligations to Investors are imposed, and functions and powers conferred, by the Trust Deed, the Corporations Act (where relevant) and general law.

Examples of the Trustee's powers include borrowing, acquiring, and disposing of the Fund's assets, entering into agreements, operating accounts, and raising money.

Under the Trust Deed, the Trustee has (among other things) a broad power of investment, an entitlement to be paid the specified fees out of the Fund's assets, a right to pay out of the Fund's assets fees and costs incurred by the Trustee in the performance of its duties (including payment of the fees and costs of a third party Fund Manager under the Investment Management Agreement, and other Fund expenses such as in connection with custody, administration, valuation and dealing of Fund assets), and (subject to limitations operating by law) a right to be indemnified out of the Fund's assets for any fees or costs incurred by it, in its own capacity or through an agent, manager, advisor or delegate.

c) **Trustee's indemnity and limitation of liability**

The Trustee, as the trustee of the Fund, has to the fullest extent permitted by law, a right to be indemnified out of the Fund's assets for any cost, expense liability incurred by it, in its own capacity or through an agent, manager, advisor or delegate.

To the fullest extent permitted by law, the Trustee is not liable in contract, tort or otherwise to any future trustee, any Unit Holder, or any other person.

d) **Liability of Unit Holders**

Generally, the liability of Unit Holders is limited to the amount unpaid (if any) of the issue price of the Units they hold.

e) **Trustee's retirement and removal**

The Trustee may retire as trustee of the Fund effective on the appointment of a replacement trustee, by giving at least three months' notice to the Unit Holders (or such shorter time period as all Unit Holders agree in writing).

The Trustee must retire as trustee of the Fund when required by law or directed to retire by a special resolution provided that Unit Holders holding in aggregate at least 75% of all Units on issue vote (in person or by proxy) on the resolution and provided that the Trustee must not retire until a replacement trustee is appointed.

f) **Termination of the Fund**

The Trustee at any time may terminate the Fund by written notice to the Unit Holders with effect from the termination date specified in the notice.

The Unit Holders may at any time terminate the Fund by special resolution provided that Unit Holders holding in aggregate at least 75% of all Units on issue vote (in person or by proxy) on the resolution.

g) **Amending the Trust Deed**

The Trustee may amend the Trust Deed, however, where the Trustee proposes to:

- amend or replace the Trust Deed ("Proposed Change"); and
- the Trustee reasonably considers the Proposed Change will materially adversely affect Unit Holders' rights;

the Proposed Change must be approved by the Unit Holders by special resolution.

15.2. Related Party Investments and Transactions

Related parties of the Trustee, including employees, family, friends, and associated affiliates, may invest in the Fund on the same terms as other Investors in the Fund.

Under the Trust Deed, the Trustee may appoint any of its related entities to provide services and to perform functions in relation to the Fund, including acting as its delegate. The Trustee may also enter into financial or other transactions with related entities in relation to the assets of the Fund and may sell assets or purchase assets from a related entity. These arrangements will be based on arm's length commercial terms.

The Trustee and Fund Manager may be paid a fee for work performed in connection with the Fund in its personal capacity and not in its capacity as the trustee of the Fund. The Trustee may retain these fees for its own purposes and is not required to account for them to the Fund or to Unit Holders.

In the course of managing the Fund, the Trustee and Fund Manager may face conflicts in respect of their duties in relation to the Fund, related funds, and their own respective interests. The Trustee has policies and procedures in place to manage these appropriately.

The Trustee and Fund Manager and its related parties may engage in related party transactions provided those transactions are in the best interests of Unit Holders.

15.3. Privacy Information Statement

The Trustee and Fund Manager may collect personal information from Investors as part of the application process or during the administration of the Fund.

The Trustee and Fund Manager use this information to establish and manage that investment for you. If you do not provide the Trustee with your contact details and other information, then it may not be able to process your application to invest in the Fund.

Under the *Privacy Act 1988* (Cth), you can access personal information about you held by the Trustee, except in limited circumstances. Please let the Trustee know if you think the information is inaccurate, incomplete, or out of date.

The Trustee and Fund Manager may disclose Investors' personal information to external service providers engaged to supply administration, financial or other services, and anyone that Investors have authorised (including an Investors' custodian or financial adviser) or if required by law. Any external service provider is obliged, under the relevant service agreement, to adhere to the Trustee's privacy policy.

Under various laws and regulatory requirements, the Trustee may have to pass on certain information to other organisations, such as the Australian Taxation Office or the Australian Transaction Reports and Analysis Centre ('AUSTRAC').

By applying to invest, you give the Trustee permission to pass information it holds about you to other companies which are involved in helping it administer the Fund, or where they require it for the purposes of compliance with anti-money laundering and counter terrorism financing laws or in connection with the holding of application money.

The Trustee may also use your information to provide you with details of future investment offers made by it or the Fund Manager. You will be able to opt out of receiving notification of these offers.

The Trustee's privacy policy is available from the Trustee.

15.4. Reporting

Investors will receive confirmation of all investments and redemptions.

On a monthly basis, each Investor will receive monthly distributions and these distributions will; be used to complete the Fund's tax information.

The Trustee will furnish Investors with tax information necessary for the completion of Investor tax returns on an annual basis.

Upon request, the Trustee will provide to Investors the annual financial statements of the Fund. Investors may not disclose information contained in any report without the consent of the Trustee or as required by law.

15.5. Anti-money Laundering Laws

As a part of the application for Units, Investors will be required to provide customer identification materials to enable the Trustee's compliance with anti-money laundering and counter terrorism financing legislation. In addition to the customer identification material and documents required to be sent with an Investor's Application Form, the Trustee may require further information or documentation from an Investor at any time in order to satisfy its obligations under anti-money laundering and counter terrorism financing legislation.

15.6. Foreign Account Tax Compliance Act

In compliance with the United States ("US") income tax laws commonly referred to as the Foreign Account Tax Compliance Act ("FATCA") and the Intergovernmental Agreement signed between the US and Australian Governments in April 2014 in relation to FATCA, the Fund will be required to provide information to the Australian Taxation Office ("ATO") in relation to Investors that are:

- a) US citizens or residents.
- b) entities controlled by US persons; and
- c) financial institutions that do not comply with FATCA.

Where Investors do not provide appropriate information to the Fund, the Fund will also be required to report those accounts to the ATO.

15.7. Common Reporting Standards (CRS)

The CRS is the single global standard set by the Organisation for Economic Co-operation and Development (or 'OECD') for the automatic exchange of information with revenue authorities for tax non-residents that invest in certain financial accounts.

The standard covers both the identification of tax non-residents and reporting on the applicable financial accounts. The Trustee will be a 'Reporting Financial Institution' under CRS and intends to comply with its CRS obligations under any relevant Australian laws and regulations, including obtaining and disclosing information about certain Investors to the ATO or other foreign tax authorities as required. To facilitate these disclosures, Investors will be required to provide certain information such as that relating to their country of tax residence and their relevant taxpayer identification number (if applicable).

15.8. Wholesale Clients

Only Wholesale Clients may apply for and hold Units.

Generally, an Investor is a 'wholesale client' for the purposes of the Corporations Act where any one of the following applies:

- a) the Investor's investment is \$500,000 or more;
- b) the Investor provides an accountant's certificate stating that the Investor has net assets of at least \$2.5 million or has earned at least \$250,000 in each of the last two financial years;
- c) the Investor is a 'professional Investor' (including those that hold an AFSL, are APRA regulated or have or control at least \$10 million worth of assets); or
- d) we are satisfied on reasonable grounds that the Investor has suitable previous experience in financial products, subject to certain conditions.

15.9. Electronic Instructions

Investors can provide instructions on their account and investment to the Trustee by email, subject to the Trustee's discretion to require original documentation.

In respect of electronic instructions, the Trustee will not accept an instruction unless it is accompanied by the scanned signature(s) of the Investor(s) or issued via a reputable electronic document service with an audit report. Examples of this are Adobe Sign.

The Trustee (and its related parties, officers, employees, consultants, advisers, and agents) will not be responsible for any loss or delay that results from a transmission not being received by the Trustee and will only process electronic instructions received in full and signed by authorised signatories of the Investor.

Only instructions received from an Investor, or a person authorised by the Investor will be accepted by the Trustee. Investors must comply with any security or verification procedures required by the Trustee from time to time.

The Trustee and its related parties, officers, employees, consultants, advisers, and agents will assume that any instruction received in respect of an Investor's investment has been authorised by the Investor, and the Trustee and its related parties, officers, employees, consultants, advisers, and agents will not investigate or confirm that authority (unless the Trustee is aware that the instruction was not authorised).

The Trustee may refuse to act on any instruction until the validity of the instructions have been confirmed, and the Trustee (and its related parties, officers, employees, consultants, advisers, and agents) will not have any liability to the Investor or any other person for any consequences resulting from not acting on the instruction.

If an Investor chooses to provide electronic instructions, the Investor releases the Trustee and its related parties, officers, employees, consultants, advisers and agents from any claims and indemnifies those parties against all costs, expenses, losses, liabilities or claims arising from any payment or action those parties make based on instructions (even if not genuine) that any of those parties receive and which they reasonably believe are genuine, including as a result of gross negligence or willful default by any of those parties.

Each Investor also agrees that neither the Investor, nor anyone claiming through the Investor, has any claim against the Trustee and its related parties, officers, employees, consultants, advisers, and agents in relation to acting on instructions received (authorised by the Investor or otherwise).

Investors should be aware that there is a risk that fraudulent requests can be made by someone who has access to an Investor's account information.

The Trustee may vary the conditions of service of any communications at any time by providing notice, either in writing, by email or other electronic communication.

15.10. Investor Inquiries

All inquiries or complaints from Investors about the Fund should be directed to the Trustee.

The Trustee may be contacted in one of the following ways:

Phone: Investment Manager – Rockworth Capital 07 3510 3510

Email applications@rockworthcapital.com.au

All complaints will be dealt with in a timely manner and in accordance with the Trustee's complaints resolution policy.

16. Glossary

TERM	MEANING
ADI	Authorised Deposit Taking Institution
Administrator	Profectus Tax Advisory Pty Ltd
AFSL	Australian Financial Services Licence issued by ASIC under the Corporations Act
Application Form	The application form for interests in the Fund, attached to or accompanying this Information Memorandum, the form of which is determined by the Trustee from time to time
APRA	Australian Prudential Regulation Authority.
ASIC	Australian Securities and Investments Commission.
Business Day	A day that is not a Saturday, Sunday, bank holiday or public holiday in Sydney
Commitment	Means an applicant's binding agreement with the Trustee to subscribe for Units to a specified dollar amount (and against which capital calls may be made by the Trustee).
Commitment Period	Means a minimum period of 5 years from the date of the Commitment.
Corporations Act	Corporations Act 2001 (Cth) and regulations and other subordinate legislation made pursuant to that Act.
Fund	Rockworth Capital Investment Fund
Information Memorandum	This Document, the offer document
Investment Committee	The committee tasked with approving an investment proposal by the Fund Manager which comprises of the members of the current credit committee and up to two independent investment committee members.
Investment Management Agreement	An investment management agreement between the Trustee and a third party Fund Manager dated on or after the date of this IM.
Investment Term	The minimum period during which the Investor's interests in the Fund cannot be withdrawn from the Fund.
Investor, You, Your	A holder of a Unit, or an applicant for a Unit, or a prospective applicant for a Unit, as the context requires.

TERM	MEANING
IRR	Internal Rate of Return. A metric used in financial analysis to estimate the profitability of potential investments which is the annual rate of growth an investment is expected to generate.
Minimum Investment Period	Means 5 years from the establishment of the Fund, at which investors become eligible to request redemptions from the Fund.
NAV	Means the Net Asset Value calculated according to Section 4.4.
Offer	The offer of Units under this IM.
Redemption	The process in which an investor wishes to withdraw equity from the Fund
Redemption Day	The set anniversary at year 5 of the establishment of the Fund
SPV	Special Purpose Vehicle.
Subscription Day	The first business day of each month.
Target Return	As defined in Section 2.1.
Term	The term of the Fund
Trust Deed	The trust deed of the Fund, as amended or replaced from time to time.
Trustee, We, Us, Our	The trustee of the Fund, being, at the time of this Information Memorandum,
Uncalled Capital	The amount of a Commitment that has not been called by the Trustee.
Unit	A unit in the Fund, with the rights, obligations and restrictions attaching to it as set out in the Trust Deed.
Unit Holder	A person whose name is entered in the register of members of the Fund as holding a Unit at the relevant time.
Wholesale Client	Has the same meaning as 'wholesale client' under the Corporations Act.
Withdrawal Form	The withdrawal form that an Investor must complete to withdraw its interests in the Fund, the form of which is determined by the Trustee from time to time

17. Directory

Trustee Fund Manager and Custodia

Rockworth Capital Pty Ltd

ACN: 610 316 688

AFSL: 483942

Fund Administrator

Profectus Tax Advisory Pty Ltd

ACN: 611 734 546