

INFORMATION MEMORANDUM

Mortgage House Wealth Management Fund

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Notice

This Information Memorandum is dated 1 August 2025 and is issued by Mortgage House Capital Pty Ltd ABN 52 106 171 537 (AFSL number 312912) as the investment manager of the Mortgage House Wealth Management Fund (**Fund**), with the authority of the Trust Company (RE Services) Limited ABN 45 003 278 831 (AFSL number 235150) as trustee of the Fund. The Fund is established under the Trust Deed dated 29 May 2025.

The Trustee has appointed Mortgage House as the investment manager of the Fund under an Investment Management Agreement.

The Custodian is Perpetual Corporate Trust Limited ABN 99 000 324 533 (AFSL number 392673).

Fund not registered

The Fund, at the date of this IM, is not required to be, and is not, registered as a managed investment scheme pursuant to section 601ED of the Corporations Act.

Restrictions on distribution

This IM is intended solely for the use of the person to whom it has been delivered (Recipient) for the purpose of evaluating a possible investment in the Fund. It is not to be reproduced or distributed to any other person (other than professional advisers of the Recipient).

The distribution of this IM and the offering of interests in the Fund may be restricted in certain jurisdictions. No Recipient of this IM in any jurisdiction may treat it as constituting an invitation or offer to apply for interests in the Fund unless, in the relevant jurisdiction, such an invitation or offer could lawfully be made to that Recipient in compliance with applicable law. No action has been taken to register or qualify interests in the Fund, the invitation to participate in the Fund, or to otherwise permit any offering of Fund interests in any jurisdiction other than Australia.

Prospective investors should inform themselves as to the legal requirements and consequences of applying for, holding, transferring and disposing of Units and any applicable exchange control regulations and taxes in the countries of their respective citizenship, residence, domicile or place of business. It is the responsibility of a prospective investor outside Australia to obtain any necessary approvals in respect of applying for or being issued with Units.

By receiving and viewing this IM, the Recipient warrants that they are legally entitled to do so, and the securities laws of their relevant jurisdiction do not prohibit them from acquiring interests in the Fund. Further, the person receiving and viewing this IM warrants to the Trustee that they are a Wholesale Client.

The Trustee and the Investment Manager do not bear any liability or responsibility to determine whether a person is able to apply for Units pursuant to this IM. This IM has been prepared on the basis that prospective investors are Wholesale Clients, and not retail clients (all within the meaning of the Corporations Act). Accordingly, this IM is not a product disclosure statement and does not contain all of the information that would be included in a product disclosure statement issued under the Corporations Act. This IM has not been lodged with ASIC or any other government body.

To the maximum extent permitted by law, the Trustee, the Investment Manager, or their related parties, officers, employees, consultants, advisers or agents do not accept any liability whatsoever, however caused to any person, relating in any way to reliance on information contained in this IM or any other communication relating to the issue of Units in the Fund.

This IM does not purport to contain all the information that a prospective investor may require in evaluating a possible investment in the Fund.

This IM must be read in conjunction with the Trust Deed. Prospective investors should review the Trust Deed for further information regarding the rights and obligations of Investors in the Fund.

Not regulated by APRA

The Trustee is not authorised under the Banking Act 1959 (Cth) and is not supervised by APRA. Investments in the Fund are not covered by the deposit or protection provisions available to depositors who make a deposit with an Australian Authorised-Deposit taking Institution.

Applications

The Trustee reserves the right to evaluate any Application for Units and to reject any or all Applications submitted, without giving reasons for rejection. The Trustee and the Investment Manager are not liable to compensate the Recipient of this IM for any costs or expenses incurred in reviewing, investigating or analysing any information in relation to the Fund, in the course of submitting an Application Form or otherwise.

No cooling off rights

Unitholders do not have any cooling off rights in respect of Units issued in the Fund.

Information is general advice only

In providing this IM, the Trustee has not taken into account the Recipient's objectives, financial situation or needs and accordingly the information contained in this IM does not constitute personal advice for the purposes of section 766B (3) of the Corporations Act. Neither the Trustee, the Investment Manager, nor their related parties, officers, employees, consultants, advisers or agents warrant that an investment in the Fund is a suitable or appropriate investment for the Recipient.

Forward looking statements

All statements of opinion and/or belief contained in the IM and all views expressed and all projections, forecasts or statements relating to expectations regarding future events, or the possible future performance of the Fund represent the Trustee or Investment Manager's own assessment and interpretation of information available to them as at the date of this IM and are provided for illustrative purposes only. In particular, the Trustee notes that past performance is not indicative of future performance. No representation is made, or assurance given that such statements, views, projections or forecasts are correct or that the objectives of the Fund will be achieved. Prospective investors must determine for themselves what reliance (if any) they should place on such statements, views, projections or forecasts and no responsibility is accepted by the Trustee, the Investment Manager and/or their advisers in respect thereof. Prospective investors are strongly advised to conduct their own due diligence including, without limitation, on the potential financial, legal and tax consequences to them of investing in the Fund.

No guarantee

Neither of the Trustee, the Investment Manager, nor their related parties, officers, employees, consultants, advisers or agents, guarantee the repayment of capital invested in the Fund, the payment of income from the Fund or the performance of the Fund or an investment in the Fund generally. As with any investment there are inherent risks in investing in the Fund, including the risk that an investment in the Fund is speculative, that the investment may result in a reduction in, or total loss of, the capital value of the investment, loss of income and returns that are less than expected or delays in repayment of capital or the distribution of income.

See **Section 3 (Risks)** for further information about the risks involved in making an investment in the Fund.

Confidentiality

The contents of this IM are:

- ❖ not intended to be disclosed to any person other than the person to whom this IM has been provided by the Trustee;
- ❖ strictly confidential; and
- ❖ not to be reproduced, either in whole or in any part or parts, without the Trustee's prior written consent and, if such written consent is given, only in accordance with that consent.

The Trustee and the Investment Manager are not responsible for any advice or information given, or not given, to potential investors by any other party distributing this product and, to the maximum extent permitted by law, accept no liability whatsoever for any loss or damage arising from potential investors relying on any information that is not in this IM when investing.

Definitions

Certain capitalised words and expressions used in this IM are included in **Section 9 (Glossary)**.

All references to \$ amounts are references to Australian Dollars.

THIS INFORMATION MEMORANDUM IS AN IMPORTANT DOCUMENT THAT SHOULD BE READ IN ITS ENTIRETY. INVESTORS SHOULD OBTAIN PROFESSIONAL ADVICE BEFORE MAKING AN INVESTMENT DECISION IN RELATION TO THE FUND.

1

The Fund

at a Glance

1.1 Key Features

The table below is only a summary of the key features of an investment in the Fund. It is not intended to be exhaustive. You must read the whole of this IM to obtain more detailed information before making a decision to invest in the Fund.

Term	Details
The offer	This IM relates to Units in Mortgage House Wealth Management Fund / the Fund. The Fund is a private credit fund which is established as an Australian domiciled unregistered managed investment scheme.
Trustee	The Trust Company (RE Services) Ltd has been appointed as the trustee of the Fund.
Investment Manager	Mortgage House Capital Pty Ltd has been appointed as the investment manager of the Fund and is responsible for managing the Fund's Assets.
Administrator	Apex Fund Services Pty Ltd (Apex) (ABN 81 118 902 891) has been appointed as Administrator of the Fund and is responsible for, amongst other things, investor onboarding, unit registry, pricing and Fund accounting.
Custodian	Perpetual Corporate Trust Ltd has been appointed as the Fund's Custodian.
Auditor	Ernst & Young.
Minimum investment amount	\$10,000, unless otherwise approved by the Trustee in consultation with the Investment Manager. For subsequent investment amounts, this excludes the reinvestment of distributions.
Minimum redemption amount	\$5,000, unless otherwise approved by the Trustee in consultation with the Investment Manager.
Minimum holding amount	\$10,000, unless otherwise approved by the Trustee in consultation with the Investment Manager.
Application frequency	<p>Applications will be accepted and processed monthly on the first Business Day of each month, and/or such other day or days as the Trustee (in consultation with the Investment Manager) may from time to time determine either generally or in any particular case.</p> <p>Generally, if an Application Form is received and accepted by the 15th calendar day of the previous month, the Application will be processed on the first Business Day of the next month.</p>
Application Price	The Application Price will be \$1.00 per Unit for the initial issue of Units, unless otherwise determined by the Trustee (in consultation with the Investment Manager). Following this, the Unit price will be based on the NAV per Unit as at the Valuation Day, in accordance with the Trust Deed - refer to Section 1.3 (Unit Pricing)
Investment Objective	The Investment Objective of the Fund is to provide monthly income for Investors via the Target Investments which are sourced from investments in notes across different Funding Warehouses and RMBS term deals.
Investment Strategy	The Fund aims to achieve its Investment Objective by investing in asset-backed securities, RMBS Notes, Warehouse Notes and Short-Term Money Market Securities (Target Investments).
Income distributions and reinvestment	<p>The Fund intends to distribute realised profits (Distributable Income) (if any) on a monthly basis at the end of each month (Distribution Period). Interim Distributable Income (if any) will normally be paid within 10 Business Days after the end of the Distribution Period.</p> <p>At the time of Application, Unitholders may elect to have their Distributable Income paid into a nominated bank which must be in the same name as the Unitholder (please refer Application Form). Unitholders will also have the option to participate in distribution reinvestment in the Fund.</p>

1.1 Key Features

Term	Details
Investment Timeframe	It is suggested that Investors maintain their investment in the Fund for at least 2 years. This timeframe is indicative only and not a recommendation.
Redemption	Investors who wish to withdraw some or all their investment may submit a Redemption Request Form to the Administrator. Redemption requests must be provided at least 30 days prior to the proposed Redemption Date. The Trustee reserves the right to delay Unit redemptions in certain circumstances, in accordance with the Trust Deed.
Fees and costs	<p>Management fee</p> <ul style="list-style-type: none">The management fee is 0.45% per annum of the NAV of the Fund which is calculated and accrued at the end of each month and paid monthly in arrears. <p>Other expenses</p> <ul style="list-style-type: none">Fund expenses: the Trustee is entitled to pay, or be reimbursed from the Assets of the Fund for Expenses incurred by the Trustee in its proper performance of its duties. Certain fund expenses (being Trustee Fee administrator, accounting, audit, tax, legal fees) will not exceed 0.15% per annum of the NAV of the Fund (Expense Cap). Any fund expenses above the Expense Cap shall be paid for by the Investment Manager from its own resources.Additional Fund Administration Services Fee: the Trustee is entitled to charge a time-in-attendance fee. This amount is charged based on a maximum hourly rate of \$1,000 and is recoverable by the Trustee out of the Fund Assets, monthly in arrears. <p>All fees are quoted in IM exclusive of GST. Refer to Section 4 (Fees) for further detail on fees and expense.</p>
Taxation	This IM sets out certain taxation information about an investment in Units, which is only of a general nature.
Risks	All investment involves risk. Further information about the risks associated with investing in the Fund is set out in Section 5 (Risks) .

All amounts noted above are GST-exclusive.

1.2 Fund Structure

The Fund is a private credit fund which is established as an Australian domiciled, unregistered managed investment scheme. The Fund is established by a trust deed which is governed by Australian law. The Trust Deed sets out the governing rules of the Fund and the relationship between the Trustee and Unitholders. A copy of the Trust Deed is available from the Trustee on request.

Perpetual Corporate Trust Limited has been appointed as cash custodian of the Fund to hold the cash assets of the Fund. Unitholders will not have ownership of specific assets in the Fund.

1.3 Unit Pricing

The number of Units you can purchase will depend on the amount being invested and the issue price calculated for the relevant valuation day. The calculation of Unit prices is set out in the Trust Deed.

The Application Price will be \$1.00 per Unit for the initial issue of Units, unless otherwise determined by the Trustee (in consultation with the Investment Manager). Following this the Unit price will be based on the NAV per Unit as at the Valuation Day, in accordance with the Trust Deed.

The Redemption Price for a Unit will be based on the NAV less the applicable transaction costs (as defined in the Trust Deed) referable to that Unit. The Redemption Price may be different from the price originally paid for the Unit.

The Fund will be valued and the Unit price calculated on a monthly basis, as at each Valuation Day.

The Unit price will be rounded to the nearest two decimal places of a cent, or to greater accuracy as determined from the time by the Trustee.

1.4 Unit types

Under this IM, Investors may apply for and acquire Units. At the date of this IM, the Fund has one class of Units on issue.

The Trustee may, in its absolute direction and subject to the terms of the Trust Deed issue further classes of Units with different rights and obligations attached to each class.

1.5 The Fund

The Trustee has appointed the Investment Manager to manage the Fund's Assets in accordance with the obligations set out in the Investment Management Agreement. The Fund is an open-ended private credit fund which targets investments in accordance with the Fund's Investment Strategy including Asset-Backed Securities, RMBS Notes, Warehouse Notes and Short-Term Money Market Securities.

1.6 The Trustee

The Trustee's key responsibilities are to operate the Fund in accordance with the Trust Deed and its duties and obligations under Australian law. The Trustee will have regard to the best interests of Unitholders in all decisions that it makes with respect to the Fund.

1.7 The Investment Manager

The Trustee has appointed Mortgage House as the investment manager to provide investment management services for the Fund. The Investment Manager is led by a management team that has a breadth of experience including:

Ken Sayer

Founder and Chief Executive Officer (CEO)

Ken brings over 35 years of financial experience to Mortgage House. From currency trading to commercial leasing, Ken has extensive knowledge of loan and mortgage products and the financial industry overall.

In 1997, Ken identified a clear need in the Australian mortgage industry for an alternative lending option to the big banks and Mortgage House was born. Today, Mortgage House has become a reputable banking alternative and a major provider of home loans to the Australian public.

With his team, Ken grew Mortgage House by 300% between 1998 and 2004. This business management and exceptional growth can be attributed to Ken's key operational mandates.

These include the development of one of the mortgage industry's most advanced technology in loan processing, carefully managing costs, securing, training & coaching the quality staff and, most importantly, always ensuring the highest level of customer service.

Sarah Roberts

Managing Director

Sarah has 18 years' experience in senior management across multiple industries from Government to the private sector in Australia, South East Asia and the USA. Sarah's key strengths lie in her successful ability and track record in building and transforming organisations.

Sarah joined Mortgage House in March 2011 and as the Managing Director, is accountable for the overall performance of the company and ensuring it achieves its strategic objectives.

Sarah's leadership is also driven by key operational mandates. She is an advocate of Mortgage House's technological leadership and when combined with her skilled personnel – the customer outcomes are always beneficial.

Sarah also actively encourages open and transparent communication within the organisation and, of course, with the customer. The end result is always mutually beneficial.

Sean Bombell

General Manager

Sean has more than 30 years' experience in the mortgage industry. He joined the Mortgage House team 21 years ago with the goal to start up and grow the businesses wholesale funding program and further extend Mortgage House's offering to customers.

Sean's primary responsibilities include the administration and regulatory oversight of the entire Mortgage House Group. This includes all lending, client services and credit control / default management.

Prior to joining Mortgage House in 2001, Sean spent 10 years in mortgage origination and management. This included the Seaside Management Group which maintained 10 Co-Operative Housing Societies whilst also participating in the Government sponsored home loan program – 'Home Fund'.

Ed Freilikh

Head of Finance and Capital Markets

Ed has more than 20 years of experience in banking, finance and treasury.

Ed joined Mortgage House to lead treasury strategy, development and execution of wholesale funding programs, oversight of market risk functions including capital, liquidity and market risk.

Prior to joining Mortgage House, Ed worked at Commonwealth Bank of Australia in debt capital markets and treasury. This included leading successful issuance of CBA's Securitisation, covered bonds, and domestic and offshore wholesale funding. He also worked on several strategic projects related to balance sheet outcomes.

Ed holds a Bachelor of Commerce (Actuarial Studies) and a Bachelor of Applied Finance from Macquarie University. He is a Fellow of the Institute of Actuaries of Australia.

1.8 Other Service Providers

As at the date of this IM, the following service providers have been engaged.

❖ **Administrator: Apex Fund Services Pty:**

The Trustee has appointed Apex Fund Services Pty Ltd as Administrator and Unit registry for the Fund under an Administration Agreement. The Administration Agreement sets out the services provided by the Unit registry on an ongoing basis together with the service standards imposed on the Administrator.

❖ **Custodian: Perpetual Corporate Trust Ltd**

❖ **Auditor: Ernst & Young:**

This service providers may be changed at any time without prior notice to Unitholders.

2

Investment Strategy

2.1 Investment Objective

The Investment Objective of the Fund is to provide monthly income for Investors via the Target Investments which are sourced from investments in notes across different Funding Warehouses and RMBS term deals.

2.2 The Investment Strategy

The Fund will be set up as an open-ended private credit fund. This means that the Fund will be open for Applications on an ongoing period. The Fund aims to achieve its Investment Objective by investing in the Target Investments.

2.3 Investment Guidelines

The Investment Manager has developed the following high level investment guidelines for the Target Investment consistent with its Investment Policy:

INVESTMENTS	Minimum	Maximum
Asset-backed securities	10%	50%
RMBS Notes	10%	90%
Warehouse Notes	10%	90%
Short-Term Money Market Securities	10%	90%

2.4 Varying the Investment Object and Strategy

The Investment Manager may, in agreement with the Trustee, amend the Investment Objective or the Investment Strategy of the Fund (including amending or extending the Target Investments to include debt or loan instruments) at its own discretion. The Trustee will provide notice to Investors of material changes to the Investment Objective or Strategy.

3

Risks

Like any investment, there are risks associated with investing in the Fund. There are a number of risk factors that could affect the performance of the Fund and the repayment of Unitholders capital.

Risks can be managed but not completely eliminated. It is important that Unitholders in the Fund understand that:

- ❖ the value of an investor's investment may rise and fall;
- ❖ investment returns will vary and future returns may differ from past returns;
- ❖ returns are not guaranteed and there is a risk that Investors may lose money on any investment they make; and
- ❖ laws affecting an investor's investment in a managed investment scheme may change over time.

The following, in no particular order, is a non-exhaustive list of the main risks associated with investment in the Fund. The appropriate level of risk for each investor will depend on various factors and may include their age, investment timeframe, where other parts of their wealth are invested and their overall tolerance to risk. Investors should consult their Accountant, Tax or Investment Adviser prior to subscribing to an investment in this Fund.

3.1 General risks

(a) Economic risk

A downturn in general economic conditions either inside or outside Australia may adversely affect investments.

(b) Investment Manager risk

The success of the Fund is dependent on the Investment Manager identifying suitable investments. If the Investment Manager is unable to achieve this, then this may adversely affect the Fund's returns. Some investments chosen will not perform as well as other investments in terms of capital return or income.

(c) Key Personnel risk

The risk that the Investment Manager will not achieve its performance objectives or not produce returns that are disclosed in this IM. The Investment Manager may lose key personnel, which could impact on its ability to continue to implement the Fund's Investment Strategy.

(d) Liquidity risk

Some of the Target Investments may be illiquid in nature. This means that there is the risk that the asset cannot be sold quickly, or alternatively that the asset can be sold quickly but at a discount to the current market value. For example, the risk that securities cannot, at short notice, be easily converted into cash to realise investment positions or to redeem investments.

Lack of liquidity or market depth can affect the valuation of the Assets as it looks to realise investments. There is also a risk that pricing may not be readily available for some investments of the Fund and valuation may involve subjectivity which may result in different prices as determined by market participants and therefore the fund may not be able to sell investments at the price determined by the Investment Manager.

(e) Redemption risk

Redemptions from the Fund are subject to the Fund's liquidity. If market events reduce the liquidity of a security or asset class, the generally applicable timeframe for meeting Redemption Requests may not be met. It may take longer to sell these types of investments at an acceptable price. In addition, if an Investor or a group of Investors seek to make large redemptions, then selling Assets to meet those redemptions may result in a negative impact on the price received by the Fund for those Assets. In certain circumstances, it may be necessary to suspend redemptions to allow enough time for liquidation of Assets to meet redemptions.

(f) Interest rate risk

Changes to interest rates may have a direct and indirect impact (negative or positive) on the interest rate received on credit investments and thus can affect the rate of return of the Fund.

(g) Distribution risk

It is not guaranteed that distributions from the Fund will be made on a regular basis. Unitholders should not rely on distributions from the Fund to service other obligations.

(h) Operational risk

Operational risk exists in all managed investments. The operation of the Fund may require the Trustee, the Custodian, Administrator, Investment Manager, and other service providers to implement sophisticated systems and procedures.

Inadequacies with these systems and procedures could lead to a problem with the Fund's operation and result in a decrease in the value of the Units. Human errors, technology or infrastructure changes may also have an adverse effect.

(i) Regulatory risk

There is a risk that a change in laws and regulations governing a security, sector or financial market could have an adverse impact on the Fund or on the Fund's investments. A change in laws or regulations can increase the costs of operating a business and/or change the competitive landscape. These factors are outside the control of the Trustee and the Investment Manager, but they may have a negative impact upon the operation and performance of the Fund.

(j) Investment and Counterparty risk

Assets held by the Trustee shall be invested in the Target Investments which are Asset-Backed Securities. Such investments are generally utilised for working capital, acquisition funding, specialised finance or growth capital. The return of this credit capital shall depend on the characteristics of the credit counterparty. The Investment Manager shall have an Investment Policy that outlines credit selection criteria to assess and manage such risk, but it cannot eliminate this risk, which could fundamentally affect the repayment of capital and thus reflect in the NAV and end Unit price at time of redemption of the Units.

(k) Taxation

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 Investment Manager intends to manage this risk by monitoring and reacting to any potential regulatory and policy changes.

(l) Unforeseen events

Health crises, such as pandemic and epidemic diseases, as well as other catastrophes that interrupt the expected course of events such as natural disasters, war or civil disturbance, acts of terrorism, power outages and other unforeseeable and external events, and the public response to or fear of such diseases or events, have and may in the future have an adverse effect on the economies and financial markets either in specific countries or worldwide and consequently on the Fund's investments. Further, under such circumstances the operations, including functions such as trading and valuation, of the Investment Manager and other service providers could be reduced, delayed, suspended or otherwise disrupted.

3.2 Fund specific risks

(a) Documentation risk

A deficiency in documentation provided to the Investment Manager could, in certain circumstances, adversely affect the return on a loan made by the Fund. This may make it difficult for the Investment Manager to enforce a loan, its real property mortgage (if any) and other security (if any) in respect of the loan and may also affect the ability to recover any penalties imposed against the borrower.

(b) Risk of default and credit risk

Credit risk is the risk that a loss incurred when the borrower or an issuer of a security fails to pay their principal or interest obligations when they are due. There is a risk that a borrower does not meet its obligations to pay interest and repay capital or other financial obligations on time under the loan documentation for the underlying Target Investments. This risk may result in the delay to or loss of income or capital to Unitholders.

In the event that a borrower defaults on a loan and recovery action is undertaken, Unitholders may not receive all income distributions for that investment, affecting the rate of return achieved even where the Investment Manager takes action to enforce the loan or realise the security for the loan. In addition, the value of the loan or other fixed income investment might become impaired.

Examples of credit risk in respect of a loan made by the Investment Manager include where the borrower becomes bankrupt, insolvent or under external administration.

The Investment Manager seeks to manage this risk via the Target Investments by:

- ❖ diversifying loans and other investments across a range of borrowers, industries and geographic sectors.
- ❖ managing loans and investments throughout the course of their term; and
- ❖ taking enforcement action to recover money due. However, there is a risk that not all money due will be recovered or may be recoverable (see 'Security enforcement risks' below).

(c) Security risk

In the event of default, the Investment Manager will take all necessary action to remedy the default and recover capital and income outstanding under the relevant loan or investment by seeking to enforce relevant securities provided.

(d) Security enforcement risks

There are risks that in respect of a security over real estate given in respect of a loan made by the Investment Manager:

- ❖ may not be enforceable at law.
- ❖ taking recovery or enforcement action may involve protracted legal processes.
- ❖ selling a security property may take a significant amount of time, including on account of poor market conditions.
- ❖ selling a security property result in additional costs being incurred relating to the sale, such as real estate agent's fees, legal fees and potentially also taxes, which in turn could reduce the amounts that could be distributed to Unitholders; or
- ❖ the net sale proceeds received in respect of the enforcement of a security would not be sufficient to cover capital and income repayment obligations to the Investment Manager under the loan.

(e) Risks associated with interest capitalisation

The Investment Manager may agree to a loan where interest payments on the loan are capitalised, particularly

in relation to a construction or property development loan. This is sometimes referred to as 'prepaid interest'. Prepaid or capitalised interest is not funded out of the borrower's ongoing cash flow and is instead paid out of the proceeds from the sale of the security property. Where interest is capitalised, there is a risk that the proceeds that the borrower achieves out of the sale of the security property may not be sufficient to repay the total loan, which includes both principal and interest. The Fund intends to manage this risk by ensuring that loan-to-valuation ratios, and other lending parameters and conditions, are adjusted to reflect the interest capitalisation feature.

The Investment Manager may also capitalise interest where a loan falls into arrears. This means that the total amount owed by the borrower increases as the borrower fails to make the required payments under the loan. The loan will still be in arrears.

Increased liabilities under a loan increase the risk of default by the borrower. This risk is reduced by the Investment Manager managing loans throughout the course of their term.

(f) Real estate performance risks

There is a risk that the real estate over which the Target Investments have exposure to may decrease in value.

Changes in taxation, interest rates and the economic outlook can all have an effect on property market values and could result in:

- ❖ reduced sale prices;
- ❖ delays in selling (caused by excess supply and low demand);
- ❖ reduced ability of borrowers and buyers to obtain finance;
- ❖ increased risk of default if pre-sales do not proceed or sales forecasts now make the project less viable for the developer; and
- ❖ purchasers who have bought 'off the plan' failing to complete.

In addition, value of such real estate may decrease as a result of damage to a building or other fixture erected on the real estate as a result of fire, tempest, malicious damage, earthquake, etc (however, these risks will be insured against).

(g) Valuation risk

This is the risk that the valuation of the security property for a loan may be inaccurate or not accurately reflect its true value at the time of making the loan, or at any other time, so that the amount realised on the sale of a security property as a result of enforcement action is less than would have been expected had the valuation been correct or may not cover the amount lent to the borrower.

(h) Risks associated with changed principal and interest payments

Early repayments by borrowers of a loan, including the early discharge of a loan, may impact on the expected returns of the Fund because the normal income and capital payments have been interrupted or have ceased.

The Investment Manager may also elect to extend a loan past its maturity date (with or without the enforcement of default interest). This extension may be required to provide borrowers with extra time to complete the renewal process or finalise the refinance or repayment of the loan or to finalise the sale of the security property. These extensions may also impact the expected returns of the Fund.

4

Fees and Costs

4.1

This section sets out the fees and other costs that you may be charged. All fees are quoted exclusive of GST. GST will be incurred by the Fund on fees and certain reimbursement of expenses. The fees quoted in this IM may be deducted from the Fund's Assets.

Management fee

The Investment Manager is entitled to be paid a management fee of 0.45% per annum of the NAV of the Fund. These fees are payable to the Investment Manager for managing the Assets and overseeing the operations of the Fund.

This fee is calculated and accrues monthly based on the NAV after any current accrued Fund expenses and is payable monthly (within 30 days of the month end) in arrears.

Trustee fee

The Trustee is entitled to be paid a trustee fee for the proper performance of its duties which is calculated and accrues daily, payable monthly in arrears within 30 days of the end of each month, based on the NAV of the Fund, and payable out of the Fund assets.

A Trustee fee of up to 0.5% of the NAV of the Fund will be paid to the Trustee. Any percentage fee and relevant amounts payable will vary based on the total funds under management (**FUM**) of the Fund.

4.2 Other Expenses

Fund expenses

Expenses of the Fund refer to amounts payable to the Trustee for the proper performance of its duties (as set out in the Trust Deed). The Fund may pay or reimburse the Trustee for ordinary expenses out of the Fund's Assets, such as expenses and costs relating to Fund establishment, promotion and reporting (e.g. advertising), Fund administration, and legal fees, audit fees, accounting costs, government charges, AML/KYC and FATCA/CRS checking fees, and general operational expenses.

Extraordinary expenses, such as the costs of convening unitholder meetings or defending a third-party claim made against the Fund, will also be paid by the Fund.

The Investment Manager is entitled to be reimbursed by the Trustee for all expenses it reasonably and properly incurs in performing its role as the Investment Manager of the Fund.

Certain fund expenses (being administrator, accounting, audit, tax, trustee fee and legal fees) will not exceed 0.15% per annum of the NAV of the Fund (**Expense Cap**). Any fund expenses above the Expense Cap shall be paid for by the Investment Manager from its own resources.

Additional Fund Administration Services Fee

For "Additional Fund Administration Services" provided by the Trustee (as outlined in the Trust Deed) the Trustee is entitled to charge a time-in-attendance fee. This amount is charged based on a maximum hourly rate of \$1,000 and is recoverable by the Trustee out of the Fund Assets, monthly in arrears. Additional Fund Administration services include that are beyond the ordinary course of the Trustee's operations which are not otherwise covered by the Trustee Fee or Fund Expenses, as outlined above. This includes; any structural or strategic changes to the Fund, the retirement, removal or replacement of the Trustee, any equity raising or debt financing required, complaints handling and other actions or activities relating to investments in underlying assets (aside from those covered by the Management Fee).

All fees and expenses may change due to many reasons including changing economic conditions, changes in regulations or changes in third party costs. Any changes in fees will be notified to Unitholders.

Goods and Services Tax

Unless otherwise stated, all fees quoted in the IM are quoted exclusive of GST. Where subject to GST, the fees quoted in the IM will be increased by an amount equal to the GST amount payable. GST will be incurred by the Fund on fees and certain reimbursement of expenses. In respect of which ITCs and / or RITCs will be claimed as per the Fund's entitlement.

From time to time the Investment Manager may negotiate fees that differ from those above. This will generally relate to the size of your investment in the Fund. Please contact the Investment Manager on if you wish to discuss the fees that may apply to your investment.

5

Investing in the Fund

5.1 Eligibility

To be eligible to invest in the Fund, applicants must be a Wholesale Client (or equivalent). Generally, in Australia, this includes investors who (if an individual, is above 18 years old):

Annexure 1	Invest A\$500,000 or more in the Fund; or
Annexure 2	Provide a certificate from a qualified accountant (available within the Application Form) that states the applicant has net assets of at least \$2.5 million or has a gross income for each of the last two Financial Years of at least \$250,000, provided the applicant's investment in the Fund is not for use in connection with a business; or
Annexure 3	Are professional investors (including the holder of an Australian financial services licence, a person who controls more than A\$10 million or a person that is a listed entity or a related body corporate of a listed entity).

Prospective investors residing outside Australia may be eligible to apply to invest in the Fund, subject however, the Trustee, acting in its absolute discretion, approving such prospective investors. If you are an investor residing outside Australia and wish to apply to invest in the Fund, you should contact the Investment Manager. In making such investment, it is the responsibility of any such non-Australian resident investor to satisfy themselves as to full compliance with the relevant laws and regulations of any jurisdiction in connection with any application to participate in the Fund, including obtaining any requisite governmental or other consent.

5.2 Applications for Units

Eligible investors can apply to invest in the Fund, by completing the Application Form accompanying this IM.

Investors may apply to invest while the Fund is open to receiving investment. To invest, please submit a complete Application Form, required verification documentation and remit Application Monies (**Completed Application**) to the Administrator. Any interest earned on Application Monies received prior to processing is credited to the Fund.

A Completed Application should be received by the Administrator (including that Application Monies, net of bank charges should be deposited) by electronic funds transfer to the Fund's application account from an account in the name of the investor (third party payment is not acceptable), details of which are contained in the Application Form, to be held to the investor's order, pending issue of Units. There is no cooling off rights in relation to an investment in the Fund.

An Application will generally be processed by the Administrator on the first Business Day of each month, provided the Application is received by the 15th Business day of the previous month. As Units are issued, the corresponding Application Monies will be transferred from the Fund's application account to the Fund's operating accounts and be available to be utilised in the Fund's investments. You will be sent a confirmation once your Application is accepted and processed.

The Administrator, on behalf of the Trustee, is under no obligation to accept any Application for Units. The Administrator may, in agreement with the Investment Manager, reject or scale back any Application for Units, without providing any reasons for its decision to do so.

The Trustee may also, in consultation with Investment Manager, close the Fund to any new Applications.

5.3 Distributions

The Fund intends to distribute Distributable Income (if any) on an interim, monthly basis at the end of each month (**Distribution Period**).

Interim distributions are normally paid within 10 Business Days after the end of month in the relevant Distribution Period.

A Unitholder's distribution entitlement will be proportionate to the value of Units held by the Unitholder on each distribution calculation date.

5.4 Distribution Reinvestment

Unless otherwise instructed by the Investor, distributions will be automatically invested into the Fund on the first business day following the end of the month. At the time of Application, investors may elect to have their distributions paid into a nominated bank which must be in the same name as the investor (please refer Application Form).

The Trustee may in its discretion, in consultation with the Investment Manager, cancel distribution reinvestments. Unitholders will be notified if this occurs.

Distributions will generally be re-invested on the first Business Day after the end of the relevant distribution period at the Application Price for that day. Investors may still have to pay tax on all or part of a distribution, even if it is reinvested.

5.5 Redemption of Units

The minimum redemption amount is \$5,000 (or such lesser amount as the Investment Manager may determine). A requested partial redemption which would cause the Unitholder's investment to fall below the minimum holding of \$10,000 (or such lesser amount as approved by the Investment Manager) will not be permitted.

Redemptions will be processed on the first Business Day of each month (**Redemption Date**), provided the request is received by the Administrator 30 days before the proposed Redemption Date. The Trustee may at its discretion allow redemptions at other times and with longer and shorter notice periods. The redemption proceeds will generally be paid within 30 days after the Redemption Date. Redemption proceeds will be paid by electronic funds transfer to the Unitholder's bank account (which must be in the same name as the Unitholder) registered with the Administrator.

The Redemption Price is the NAV per Unit as at the Valuation Day immediately prior to the relevant Redemption Date (**Redemption Price**).

5.6 Suspension of Redemptions

Redemptions may be suspended in certain circumstances, including where:

- ❖ It is impracticable or impossible to fairly calculate the Redemption Price, for example because of market disruptions.
- ❖ The payment of redemptions requests would involve realising a significant portion of the assets of the Fund which, would be disadvantageous to other Investors (and in this case, the Trustee may (in agreement with the Investment Manager) redeem Units at such future time or at times over such future periods as it determines).
- ❖ the Trustee (in consultation with the Investment Manager reasonably considers it to be in the best interests of Investors).

Redemption Requests will be processed and accepted (or rejected) at the discretion of the Trustee and in agreement with the Investment Manager subject to the terms of the Trust Deed.

The Trustee may, in consultation with the Investment Manager, modify the redemption process including but not limited to rejecting a Redemption Request, suspending redemptions and consider redemptions at other times.

5.7 Transfer of Units

Units in the Fund are transferable. However under the Trust Deed, there are restrictions on the transferability of Fund interests applicable to the Units. A transferee must agree to be bound by the terms of the Fund's documents. However, the Trustee is entitled to refuse a request to a transfer of Units, at its absolute discretion.

6

Tax

There are tax implications when investing in, withdrawing and receiving income from the Fund. The Trustee cannot give tax advice and we recommend that you consult your tax adviser before investing in the Fund. The following summary is general in nature and does not constitute tax advice. You should seek independent professional advice on the tax consequences of making an investment in the Fund, based on your particular circumstances, before making a decision to invest.

The following summary is provided on the basis that the Unitholder is an Australian resident who holds their Units in the Fund directly on capital account.

The summary is based on Australian law, Australian Taxation Office (ATO) guidance and administrative practice as at the date of this IM. Unitholders should be aware that the ultimate interpretation of taxation law rests with the Courts and that the law, and the way the Commissioner of Taxation administers the law, may change at any time, including with retrospective effect.

6.1 Summary

The income tax treatment of the Fund and its Investors/Unitholders depends on whether the Fund is eligible to qualify as an Attribution Managed Investment Trust (AMIT) regime and whether the Trustee makes an irrevocable election for the AMIT regime to apply. Where the Fund is eligible to qualify as an AMIT, it is expected that the Trustee will make an election for the Fund to be an AMIT. The Trustee has not yet assessed whether the Fund will qualify for the AMIT regime. If the Fund qualifies as a Managed Investment Trust (MIT) it may make an irrevocable election (the MIT CGT election) to have gains and losses on the disposal of certain eligible investments (including, for example, equities and units in other trusts) as being held on capital account for tax purposes such that gains and losses realised on the disposal of such assets will be treated as capital gains and losses for capital gains tax purposes. The Trustee has not yet assessed whether the Fund will make the MIT CGT election. However, the Trustee does not expect the MIT CGT election to be a significant consideration for the Fund given the nature of its investments.

(a) Taxation of Australian resident Unitholders where the Fund is an AMIT

Where the Fund is an AMIT, the Fund should generally not be liable to pay income tax where the Trustee properly attributes all of the Fund's trust components including taxable income and tax offsets (**tax components**) on a fair and reasonable basis in accordance with the Fund's constituent documents. It is the intention of the Trustee to ensure that this is the case.

Where the Fund is an AMIT for a year of income, it will be required to determine its tax components for that year of income. These tax components may include assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters. The Trustee will attribute the tax components to Unitholders (known as determined member components) on an annual basis such that Unitholders should be treated as having derived their share of the tax components of the Fund directly on a flow through basis. This will be the case even if a Unitholder's distribution entitlement is not paid in cash but reinvested back into the Fund. In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute (or attribute) the loss to Unitholders. However, subject to the Fund meeting certain conditions, the Fund may be able to take the losses into account in subsequent years.

If the Fund's assets are \$100 million or more it will be subject to the Taxation of Financial Arrangements (**TOFA**) provisions of the tax legislation which provide rules in relation to the method for calculating gains and losses from financial arrangements and the time at which these gains and losses are brought to account for tax purposes (the default recognition of gains and losses would be accruals or realisation method but there are certain elections that the Trustee might make for alternative timing recognition).

The Fund will generally attribute any income and realised gains (the timing of recognition of income may be impacted by the TOFA provisions as noted above), if any, after 30 June each.

Unitholders will be required to include amounts in their assessable income or include tax offsets in the calculation

The income tax treatment of the Fund and its Investors/Unitholders depends on whether the Fund is eligible to qualify as an Attribution Managed Investment Trust (AMIT) regime and whether the Trustee makes an irrevocable election for the AMIT regime to apply. Where the Fund is eligible to qualify as an AMIT, it is expected that the Trustee will make an election for the Fund to be an AMIT. The Trustee has not yet assessed whether the Fund will qualify for the AMIT regime. If the Fund qualifies as a Managed Investment Trust (MIT) it may make an irrevocable election (the MIT CGT election) to have gains and losses on the disposal of certain eligible investments (including, for example, equities and units in other trusts) as being held on capital account for tax purposes such that gains and losses realised on the disposal of such assets will be treated as capital gains and losses for capital gains tax purposes. The Trustee has not yet assessed whether the Fund will make the MIT CGT election. However, the Trustee does not expect the MIT CGT election to be a significant consideration for the Fund given the nature of its investments.

(a) Taxation of Australian resident Unitholders where the Fund is an AMIT

Where the Fund is an AMIT, the Fund should generally not be liable to pay income tax where the Trustee properly attributes all of the Fund's trust components including taxable income and tax offsets (**tax components**) on a fair and reasonable basis in accordance with the Fund's constituent documents. It is the intention of the Trustee to ensure that this is the case.

Where the Fund is an AMIT for a year of income, it will be required to determine its tax components for that year of income. These tax components may include assessable income, exempt income, non-assessable non-exempt income, tax offsets and credits of different characters. The Trustee will attribute the tax components to Unitholders (known as determined member components) on an annual basis such that Unitholders should be treated as having derived their share of the tax components of the Fund directly on a flow through basis. This will be the case even if a Unitholder's distribution entitlement is not paid in cash but reinvested back into the Fund. In the case where the Fund makes a loss for tax purposes, the Fund cannot distribute (or attribute) the loss to Unitholders. However, subject to the Fund meeting certain conditions, the Fund may be able to take the losses into account in subsequent years.

If the Fund's assets are \$100 million or more it will be subject to the Taxation of Financial Arrangements (**TOFA**) provisions of the tax legislation which provide rules in relation to the method for calculating gains and losses from financial arrangements and the time at which these gains and losses are brought to account for tax purposes (the default recognition of gains and losses would be accruals or realisation method but there are certain elections that the Trustee might make for alternative timing recognition).

The Fund will generally attribute any income and realised gains (the timing of recognition of income may be impacted by the TOFA provisions as noted above), if any, after 30 June each.

Unitholders will be required to include amounts in their

(b) Taxation of Australian resident Unitholders where the Fund is not an AMIT

The Fund is generally treated as a flow through entity and will not be liable to pay income tax if Unitholders are made presently entitled to all of the income of the Fund. It is the intention of the Trustee to ensure that this is the case. On that basis, Unitholders will be subject to tax on the net (i.e. taxable) income of the Fund based on their proportionate share of the income of the Fund that is distributed to them.

The Trustee will provide an annual tax distribution statement to Unitholders with the details of assessable income, tax credits and any other relevant tax information to include in the Unitholder's tax return.

Income earned by the Fund, whether distributed or reinvested, can form part of the assessable income for Unitholders in the year of present entitlement. Further, the timing of when the Fund's income is brought to account for tax purposes may be different to when amounts are distributed, so that Unitholder may be required to pay tax on income that has not yet been distributed or may not be distributed until a later tax year.

Certain tax deferred distributions that are not assessable to a Unitholder may result in a reduction in the cost base of Units held by the Unitholder. A capital gain will arise where tax deferred distributions exceed the cost base of a Unitholder's Units.

The withdrawal or redemption of Units by a Unitholder holding their units on capital account will constitute a CGT event and require the Unitholder to calculate their capital gain or capital loss. A capital gain will arise where capital proceeds exceed the cost base of Units. A capital loss will arise where capital proceeds are less than a Unitholder's reduced cost base of Units.

Individuals, trusts (in certain circumstances) and complying superannuation entities may be eligible for the CGT discount concession in relation to capital gains made with respect to Units held for at least 12 months prior to disposal which may reduce the capital gain by up to one half (individuals and trusts) or one half third (complying superannuation entities).

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

It is not compulsory for Unitholders to disclose their Tax File Number (TFN), or Australian Business Number (ABN) (where applicable). However, if a TFN or ABN is not provided and the Unitholder has not quoted a relevant exemption, then the Trustee is required to withhold tax at the highest marginal rate plus Medicare levy from gross payments including distributions of income to that Unitholder. The Unitholder may be able to claim a credit in their tax return for any TFN or ABN tax withheld.

(d) Taxation of non-resident Unitholders

Australian tax will be deducted from attribution/distributions of certain Australian sourced taxable income to non-resident Unitholders. The amounts will be withheld at the rates of tax applicable to non-resident Unitholders and will depend on the type of income attributed/distributed and country of residence of the Unitholder. Non-resident Unitholders may also be subject to

tax in the country they reside in but may be entitled to a credit for some of all of the tax deducted in Australia.

On the basis that the Assets are unlikely to be direct or indirect interests in Australian real property, provided this is the case, no Australian capital gains tax consequences should arise for non-resident Unitholders who hold their Units on capital account when they dispose of their Units in the Fund.

Non-residents seeking to invest in the Fund should obtain tax advice on their specific circumstances.

(e) Goods and Services Tax

No GST should be payable in respect of the issue or redemption of Units, nor in respect of any distributions paid in respect of Units. Unless otherwise stated, all fees and charges quoted in the IM are exclusive of GST. Where subject to GST, the fees quoted in the IM will be increased by an amount equal to the GST amount payable.

GST incurred by the Fund on fees and on reimbursement of expenses will be claimed as ITCs or RITCs to the extent of the Fund's entitlement thereto. The benefit to Investors of any ITC and RITC will be reflected in the unit price. The GST incurred on expenses in respect of which the Fund is not entitled to claim any ITC or RITC will generally be an additional cost to the Fund.

Unitholders should obtain their own GST advice with regard to their investment in the Fund as GST implications may depend on their personal circumstances.

(f) Foreign Account Tax Compliance Act (FATCA)

FATCA is United States (US) tax law that enables the US Internal Revenue Service (IRS) to identify and collect tax from US persons that invest in assets through non-US entities. The Fund requires Unitholders to provide certain information regarding their identification in order for the Fund to comply with its obligations to obtain and disclose information about certain investors to the ATO and IRS. US persons should note that the Fund is a 'Foreign Financial Institution' under FATCA and discloses information about certain US and US-owned investors to the US tax authorities. To the extent that all requested information is obtained, US withholding tax should not apply to the Fund or its Investors. Although the Fund may attempt to take steps to avoid the imposition of this withholding tax, no assurance can be given that the Fund will be successful.

(g) Common Reporting Standard (CRS)

The Australian government has implemented the Organisation for Economic Cooperation and Development (OECD) Common Reporting Standards Automatic Exchange of Financial Account Information (CRS) from 1 July 2017. CRS, like the FATCA regime, requires banks and other financial institutions to collect information and report to the ATO. CRS requires certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. If the Fund is a 'Financial Institution' under the CRS, it must comply with its CRS obligations by obtaining and reporting information on relevant accounts (which may include Units in the Fund) to the ATO. Unitholders may be required to provide certain information and certifications for the Fund to comply with its CRS obligations.

7

Additional Information

7.1 Summary of Material Documents

The following is a summary of material documents relevant to the Fund. You should consider whether it is necessary to obtain independent advice on any of the documents.

(a) Trust Deed

The Trust Deed is the primary document that governs the way the Fund operates and sets out many of the rights, liabilities and responsibilities of both the Trustee and Unitholders.

Each Unit gives you, as a Unitholder, an equal and undivided interest in the assets of the Fund. Unitholders do not have any interest or entitlement in any particular asset within the Fund. Each Unitholder has the following rights relating to their Units:

- ❖ the right for the Trustee to make calls and the power to charge interest and forfeit Units if calls are not paid;
- ❖ the right to share in any distributions;
- ❖ the right to attend and vote at Unitholder meetings; and
- ❖ the right to participate in the proceeds of winding up of the Fund.

The Trust Deed contains provisions about convening and conducting Unitholder meetings. The Trust Deed also provides the process for retirement and replacement of the Trustee.

The Trustee can amend the Deed without Unitholder approval provided it reasonably considers the change will not adversely affect Unitholders' rights.

The Trustee may also convene a Unitholder meeting to consider an amendment to the Deed to be made by passing an ordinary resolution.

This is not an exhaustive summary of all the terms of the Trust Deed that may be relevant to your investment in the Fund. All Unitholder are strongly encouraged to read and consider carefully the terms of the Trust Deed. A copy of the Trust Deed is available free of charge by contacting the Investment Manager at wealth@mortgagehouse.com.au.

Subject to the Deed and unless otherwise agreed with the Trustee, the Trustee is, except in respect of the Trustee's breach of trust or fraud, entitled to be indemnified out of the Fund for any loss, damage, expense or other liability incurred by it in properly performing or exercising any of its powers, duties or rights in relation to the Fund.

All expenses incurred by the Trustee in relation to the proper performance of its duties as trustee of the Trust (including expenses properly incurred by the Investment Manager or the Trustee's agents and agreed to by the Trustee) are payable or reimbursable out of the Assets and, if appropriate, such expenses may be attributable to a particular Investor. Any or all expenses may be paid directly from the Assets or paid by the Trustee (or the Investment Manager) and reimbursed from the Assets.

(b) Investment Management Agreement

The Investment Management Agreement has been agreed between the Investment Manager and the Trustee, under which the Investment Manager provides investment management services to the Fund. The Investment Management Agreement sets out the Investment Manager's obligations to the Trustee and to the Fund.

The Investment Management Agreement also contains the arrangements in relation to the fees and costs that are summarised in Section 4 (Fees and costs).

The Investment Management Agreement will remain in force until the Fund is wound up unless it is terminated earlier in accordance with its termination provisions.

The Investment Management Agreement can be terminated by the Trustee if the Investment Manager is in material breach of the agreement, and that breach has not been remedied after a specified time. There are also provisions allowing the Trustee to terminate the Investment Management Agreement if, for example, the Investment Manager becomes insolvent.

The Investment Manager is permitted to terminate the agreement in certain circumstances, such as if the Trustee ceases to be the Trustee for the Fund.

7.2 Related Party Transactions

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

7.3 Privacy

In applying to invest, you are providing the Trustee, Administrator and/or the Investment Manager with certain personal details (your name, address etc.). The Trustee uses this information to establish and manage that investment for you.

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. You can also tell the Trustee at any time not to pass on your personal information by advising it in writing.

If you do not provide the Trustee and Administrator with your contact details and other information, then it may not be able to process your Application to invest.

Under various laws and regulatory requirements, the Trustee and Administrator may have to pass-on certain information to other organisations, such as the Australian Tax 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 AML/CTF law or in connection with the holding of Application Money.

7.4 Anti-Money Laundering Law

The Administrator is required to comply with the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (“**AML/CTF Law**”). This means that the Administrator will require potential investors to provide personal information and documentation in relation to their identity when they invest in the Fund. The Administrator may need to obtain additional information and documentation from investors to process Applications or subsequent transactions or at other times during the period of the investment.

The Administrator may need to identify:

- (a) an investor prior to accepting Applications in the Fund. The Trustee will not issue Units until all relevant information has been received and an investor’s identity has been satisfactorily verified; and
- (b) anyone acting on behalf of an Investor, including a power of attorney.

In some circumstances, the Administrator may need to re-verify this information.

By applying to invest in the Fund, Investors also acknowledge that the Administrator may decide to delay or refuse any request or transaction, including by suspending the issue or withdrawal of Units in the Fund, if it is concerned that the request or transaction may breach any obligation of, or cause the Administrator to commit or participate in an offence under, any AML/CTF Law, and the Administrator will incur no liability to Investors if it does so.

7.5 Investor Reports and Communication

To ensure that Unitholders are kept abreast of their investment, the Investment Manager will provide Unitholders with a monthly update.

The Administrator, Apex Fund Services, will provide the following:

- confirmation of investments and redemptions;
- quarterly statements of Unit holdings and interest payments; and
- annual taxation distribution statements.

All communications, including reports, will be sent electronically unless otherwise requested in writing by the investor.

8 Glossary

AFSL	Australian financial Services Licence.
Application	refers to applications to invest in the Fund.
Application Form	the Application Form included in or accompanied by this IM for an Application of Units in the Fund.
Application Money	the money paid by an applicant for Units and includes references to Application Monies .
ASIC	Australian Securities and Investments Commission.
Asset-Backed Securities	refers to financial securities backed by income-generating assets.
Assets	refers to the resources owned or held by the Fund.
Business Day	A day on which banks are open for business in Sydney, except a Saturday, Sunday or public holiday.
Financial Year	refers to the period commencing 1 July and ending 30 June each year.
Funding Warehouses	means a warehouse facility (also referred to as a "securitisation facility") that is a short-term financing facility provided by a bank (or other financial institution) that is used to hold the underlying assets of a securitisation until they can be securitised. The bank will lend the issuer the money to purchase the underlying assets, and the issuer will then use the proceeds of the securitisation to repay the loan.
GST	Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999, as amended.
IM or Information Memorandum	refers to this information memorandum.
Investment Management Agreement	refers to the Investment Management Agreement between the Trustee and the Investment Manager.
Investment Objective	the investment objective of the Fund as set out in section 2.1.
Investment Policy	the policy of the Fund as set out in section 2.3.
Investment Strategy	means the investment strategy of the Fund as set out in section 2.2.
Investor	refers to an investor in the Mortgage House Wealth Management Fund.
Mortgage House Capital Pty Ltd	refers to Mortgage House or Investment Manager.
NAV	the net asset value of the Fund as calculated in accordance with the Trust Deed.
Redemption Request Form	the Redemption Request Form to be completed and provided to the Administrator with respect to a redemption request, which can be obtained by contacting the Administrator.
RMBS	refer to Australian Residential Mortgage-Backed Securities which are a type of bond that are secured against a large pool of residential loans.
RMBS Notes	refers to the grouping of multiple RMBS bonds.
Short-Term Money Market Securities	are debt securities primarily consisting of unsecured cash market transactions, repurchase agreements (repos), bank bills and foreign exchange swaps which generally mature in less than three years.
Term	the relevant period of the Fund's operation.
Trust Deed	the Trust Deed of the Fund as amended from time to time.
Trustee	the Trust Company (RE Services) Limited (ABN 45 003 278 831) holder of AFSL number 235150.
Unit	a unit in the Fund.
Unitholders	individuals who hold Unit(s) in the Fund.
Valuation Day	means the last calendar day of each month, and/or such other day or days as the Trustee, in consultation with the Investment Manager may from time to time determined either generally or in any particular case.
Warehouse Notes	refers to an agreement between a lender and a borrower pertaining to the financing of a warehouse.
Wholesale Client	as defined in the <i>Corporations Act 2001 (Cth)</i> .

9 Corporate Directory

Investment Manager

Mortgage House Capital Pty Ltd

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Trustee

The Trust Company (RE Services) Limited

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Fund Administrator

Apex Fund Services

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