

22 November 2019

QUEEN STREET
Development Fund

TRUSTEE

Vasco Trustees
Limited
ACN 138 715 009

INVESTMENT MANAGER

Longriver Toptree
Investments Pty Ltd
ACN 632 798 871

ADMINISTRATION MANAGER

Vasco Fund Services
Pty Limited
ACN 610 512 331

INFORMATION
MEMORANDUM



LONGRIVER
TOPTREE

IMPORTANT INFORMATION

This Information Memorandum (**IM**) is dated 22 November 2019..

This IM details the features, benefits, risks and general information about an investment in the Queen Street Development Fund (**Fund**).

The trustee for the Fund and issuer of this IM is Vasco Trustees Limited ACN 138 715 009 AFSL number 344486 (**Trustee**).

The Trustee has appointed Longriver Toptree Investments Pty Ltd ACN 632 798 871 (**Investment Manager**) as the investment manager of the Fund.

The Investment Manager is a corporate authorised representative (No. 001277029) of D H Flinders Pty Ltd ACN 141 601 596 AFSL number 353001. The Investment Manager has been appointed by D H Flinders Pty Ltd to only provide the financial services required in its role as investment manager of the Fund and not in relation to any other fund or financial services.

The Trustee has also appointed Vasco Fund Services Pty Limited ACN 610 512 331 (**Administration Manager**) as the administration manager of the Fund.

By accepting this IM, the recipient agrees to be bound by the terms and conditions set out in this IM.

Unit Classes

The Trustee of the Fund may issue Units in different Unit Classes which offer Investors different rights, features or benefits. The performance of different Classes may also differ depending on the investments of that Class.

Where relevant, the specific information of a Unit Class that may differ from, or elaborate on, the information contained in this IM may be set out in the relevant supplementary information memorandum.

Glossary

Certain capitalised words and expressions used in this IM are defined in the Glossary. All references to dollar amounts in this IM are to Australian dollars (AUD), unless otherwise stated.

Images

Any images in this IM do not depict assets of the Fund unless otherwise indicated.

Updated information

Information in this IM may change. Updated information regarding this IM will be made available on the Trustee's website or otherwise by issuance of a replacement or supplementary information memorandum published on the Trustee's website at www.vascofm.com.

Questions

Any questions regarding this IM should be directed to the Investment Manager on +613 9670 6818 or at info@longriver.com.au or at Suite 2, Level 9, 190 Queen Street, Melbourne, Victoria, 3000, Australia or the Trustee on +613 8352 7120 or at info@vascofm.com or at Level 5, 488 Bourke Street, Melbourne, Victoria, 3000, Australia.

ASIC

This IM has not been lodged with ASIC and ASIC takes no responsibility for the content of this IM.

Restrictions on distribution

This IM does not constitute, and may not be used for the purposes of, an offer of units or an invitation to apply to participate in the Fund by any person in any jurisdiction in which such offer or invitation is not authorised or in which the person endeavouring to make such offer or invitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or invitation.

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 public offering of Fund interests in any jurisdiction other than Australia and Singapore.

It is the responsibility of prospective Investors to satisfy themselves as to full compliance with the relevant laws and regulations of any territory in connection with any application to participate in the Fund, including obtaining any requisite governmental or other consent and adhering to any other formality prescribed in such territory.

By receiving and viewing this IM, the recipient is warranting 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 from the Issuer warrants that, if they reside in Australia, they are a wholesale client as defined in section 761G of the Corporations Act and, if they reside in Singapore, they are an accredited investor or certain other person prescribed under s305 of the Securities and Futures Act (collectively, **Qualifying Investors**).

Investors from Australia

With respect to Australian jurisdiction, this IM has been prepared on the basis that prospective Investors are wholesale clients or sophisticated investors, 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.

Investors from Singapore

With respect to Singaporean jurisdiction, this IM has been prepared on the basis that prospective Investors are also accredited investors or certain other persons prescribed under s305 of the Securities and Futures Act. Accordingly, this scheme is not authorised or recognised by the Monetary Authority of Singapore and Units in this scheme are not allowed to be offered to the retail public.

Further, this IM is not a prospectus as defined in the Securities and Futures Act and, accordingly, statutory liability under the Securities and Futures Act in relation to the content of prospectuses does not apply, and the offered should consider carefully whether the investment is suitable for them.

The Issuer and Investment Manager are regulated by the Australian Securities and Investments Commission (ASIC) under the Corporations Act 2001 (Cth). ASIC is located at 120 Collins Street, Melbourne VIC 3000, Australia and can be contacted on 1300 300 630.

Investor to undertake own due diligence

Information contained in this IM has been provided to prospective Investors to assist them to make an assessment of whether or not to invest in the Fund. In relation to the information contained in this IM, the Trustee, Investment Manager, Administration Manager, or their related parties, officers, employees, consultants, advisers or agents do not warrant or represent that:

- all information which is relevant to the making of an investment in the Fund has been provided in this IM;
- all information provided under this IM is accurate or correct or does not contain misleading or deceptive statements.

Whilst the Investment Manager has undertaken due diligence 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 that the information contained in this IM may be inaccurate at the date of release of the IM or at a later time.

None of the Trustee, the Investment Manager, or their related parties, officers, employees, consultants, advisers or agents have carried out an independent audit or independently verified any of the information contained in this IM. The Trustee has not sought to verify any statements contained in this IM about the investments proposed by the Investment Manager, the Investment Manager's business or the business of any other parties named in this IM.

Prospective Investors are strongly encouraged to undertake their own due diligence in relation to the Fund before making an investment. In addition, prospective 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.

To the maximum extent permitted under the law, the Trustee and the Investment Manager disclaim any liability arising from any information provided in the IM.

By making an investment in the Fund, an Investor warrants and represents to the Trustee and Investment Manager that they have undertaken their own due diligence in relation to 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.

Important Warning Statements

No performance guarantee

None of the Investment Manager, the Trustee, Administration Manager, nor their associates or directors or any other person guarantees the performance or success of the Fund, the repayment of capital invested in the Fund or any particular rate of return on investments in the Fund.

There can be no assurance that the Fund will achieve results that are comparable to the track record of the Trustee or Investment Manager and their advisers 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 Investment Manager, the Trustee, the Administration Manager, or any of their associates.

An investment in the Fund is subject to investment risks which are described in Section 8 of this IM, including possible delays in repayment and loss of some or all of your income or capital invested. The risks associated with an investment in the Fund are different to a cash deposit or investment in an approved deposit taking institution (ADI).

Prospective Investors should read the whole of this IM before making a decision about whether to invest in the Fund. The information contained in this IM is general information only and not personal financial product advice and therefore does not take into account the individual objectives, financial situation, needs or circumstances of Investors.

Past performance should not be perceived as an indication of future performance as returns are variable and may be lower than expected.

Prospective Investors should not construe the contents of this IM as tax or investment advice.

Should it be required to protect all investments in the Fund, the Trustee, may use its discretion to delay or suspend redemptions from the Fund.

Investors should refer to Section 4.6 under the heading "Redemptions" for details of the withdrawal rights.

No representation other than this IM

Except where expressly disclosed, the information contained in the IM has not been independently verified or 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 Investment Manager and their 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.

No person is authorised to give any information or to make any representation in connection with the Offer of Units in the Fund described in this IM, which is not in this IM. This IM supersedes any prior IM or marketing materials given prior to the issue of the IM to the extent of any inconsistency. Any information or representation in relation to the Offer of Units in the Fund described in this IM not contained in this IM may not be relied upon as having been authorised by the Trustee, the Investment Manager or their advisers.

Forward looking statements

Certain information contained in this IM constitutes "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "estimate," "target", "intend," "continue," or "believe" or the negatives thereof or other variations thereon 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 upon certain assumptions that may change.

Due to various risks and uncertainties, including those set forth under "Risks" in Section 8, actual events or results or the actual performance of the Fund may differ materially from those reflected or contemplated in such 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 and Investment Manager. Actual future events may vary materially from the forward looking statements and the assumptions on which those statements are based. Given these uncertainties, prospective Investors are cautioned to not place undue reliance on such 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 subject to this disclaimer.

Confidentiality

Neither this IM nor any other information provided by the Trustee or Investment Manager 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. 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 upon demand.

Summary of key documents only

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

Independent financial advice

You should obtain independent professional advice specific to your circumstances and requirements from a licensed investment advisor.

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Letter from the Investment Manager

Dear Investor

On behalf of the investment management team at Longriver Toptree Investments Pty Ltd (**Longriver Toptree Investments**) it is my pleasure to present to you an opportunity to invest in the Queen Street Development Fund (**Fund**).

Longriver Toptree Investments is the investment arm of the Longriver Group, a property investment group of companies dedicated to creating extraordinary spaces, with community and surrounding environment in mind. Every Longriver project is to start its life with quality, design and ease of use at the top of priorities. Every element is to make a lasting positive impact on the well-being of the people who live and work within and around each project.

The Fund provides you with an opportunity to gain exposure to a development project undertaken by the Longriver Group at 288 Queen Street, Melbourne VIC 3000 and 324 Little Lonsdale Street, Melbourne VIC 3000.

The subject site is located on the step of three of Melbourne CBD's iconic precincts: Melbourne's Legal Precinct, Melbourne's Central Retail Core, and the Northern Queen Victoria Market and Accommodation zone. It is a corner block totalling 760 square meters with three street frontages, being 10.8m along Queen Street, 54.4m along Little Lonsdale Street and 14.1m along Mclean Alley. Longriver's vision is to deliver a mixed-use commercial tower with ground floor retail spaces and upper floor premium office spaces.

"288 Queen Street will be a place for real Melbournians. It will celebrate everything that is small but big in heart. It will be a space to work, create, innovate, relax, socialise, eat, drink and shop. Its heart will beat morning, day and night. It will be home to businesses who are proud of their environment and want to be part of a vertical community."

The Fund has an independent trustee, Vasco Trustees Limited (**Vasco**). Vasco is part of an investment management group that provides responsible entity, trustee and fund administration services to Australian and international investment managers. The Vasco team have significant experience in the Asia Pacific region in the management of equity funds, fixed income funds, REITs, private equity real estate funds, real estate securities funds, and mortgage and real estate debt funds. Some of the funds Vasco's executives have developed include the \$1.5 billion Australian Unity Healthcare Property Trust and the \$1.5 billion AIMS Industrial REIT listed on the Singapore Stock Exchange (SGX).

The terms and condition that apply to all Investors in Fund are outlined in this Information Memorandum (**IM**). I invite you to read through this IM thoroughly (especially Section 8 entitled "Risks") to allow you to make an informed decision before investing in the Fund.

On behalf of Longriver Toptree Investments, I look forward to your participation with us in this outstanding investment opportunity.

Yours sincerely

Andrew Yu
Managing Director
Longriver Group

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.

Feature	Description	Further Details
Investment Manager	Longriver Toptree Investments Pty Ltd	5.1
Trustee	Vasco Trustees Limited	5.2
Administration Manager	Vasco Fund Services Pty Limited	5.2
Offer Open Date	1 August 2019	-
Offer Close Date	30 November 2019 Please note, Units in the Fund will be issued on a monthly basis up to the Offer Close Date. The Trustee retains its discretion to issue further Units at any point after the Offer Close Date.	4.4
Investment Structure	The Fund is a closed-ended unlisted unregistered managed investment scheme structured as a unit trust. The Fund provides Investors with an opportunity to acquire Units in the Fund which entitle them to returns (primarily interest income) generated by the Fund.	4.1
Investment Strategy	<p>The Fund provides Investors with exposure to a development project undertaken by the Longriver Group, at 288 Queen Street, Melbourne VIC 3000 and 324 Little Lonsdale Street, Melbourne VIC 3000 (Project).</p> <p>The Fund will lend money to 288 Queen Street Holding Pty Ltd (ACN 632 943 787) ATF 288 Queen Street Holding Unit Trust (Borrower). The Borrower will then lend money to its wholly owned subsidiary, and the landowner of the Project, 288 Queen Street Pty Ltd (ACN 632 943 769) ATF 288 Queen Street Unit Trust (Landowner). The Loan to the Borrower will be secured by a General Security Agreement.</p> <p>A senior lender will also provide funding via a loan to the Landowner. This will mean that the senior lender will have priority in respect of the funds generated by the Project.</p> <p>The Borrower will pay to the Fund a portion of the interest payable on the loan on a calendar quarterly basis to fund distributions to investors, with the remainder of the interest paid on maturity of the loan.</p>	2
Loan Terms & Security	<p>To secure the Loan, the Trustee will enter into a General Security Agreement with the Borrower, which provides a security interest over all of the Borrower's personal property which is any property other than real estate.</p> <p>The only substantial assets which the Borrower has are the loan and any equity invested by Longriver Group.</p> <p>The Fund's ability to recover its debt from the Borrower will be dependent on the Borrower's ability to recover its debt from the Landowner, which will rank behind a senior financier.</p>	2.2

Feature	Description	Further Details									
Investment Term	<p>Term 1</p> <p>The Loan to the Borrower will be for 24 months from the end of the capital raising period, being 30 November 2021 (Term 1 Completion Date). Under the terms of the Loan Agreement, the Borrower may extend the Term 1 Completion Date by up to a further 12 months (i.e. until 30 November 2022).</p> <p>Subject to the ongoing funding requirements of the Project, prior to the end of the Term 1 Completion Date Investors may be given the opportunity to withdraw from the Fund or to remain in the Fund for another term (Term 2).</p> <p>Should any investor decide to withdraw from the Fund, the Loan amount for Term 2 will be reduced in proportion to any amounts withdrawn by Investors.</p> <p>Term 2</p> <p>Subject to Investors having agreed to remain in the Fund, the Loan to the Borrower may be extended for another 24 months from the end of the Term 1 Completion Date (Term 2 Completion Date), with an option for the Borrower to extend this by a further 12 months (i.e. until 30 November 2025 at the latest).</p>	2.2									
Investment Options	<p>Subject to a minimum initial investment of \$250,000, investors will be offered an opportunity to invest in two different investment options, each with a different Target Return and Investment Amount as follows:</p> <table border="1"> <thead> <tr> <th>Investment Option</th> <th>Target Return</th> <th>Investment Amount</th> </tr> </thead> <tbody> <tr> <td>Option A</td> <td>10% per annum</td> <td>\$1 million</td> </tr> <tr> <td>Option B</td> <td>8% per annum</td> <td>\$250,000</td> </tr> </tbody> </table> <p>An investor's investment will automatically be converted from one investment option to the other provided they have invested the required Investment Amount for that option. Please note, these are Target Returns only and are not a forecast or a guaranteed return. The Investment Amounts is subject to the Trustee's discretion to accept lesser initial or additional amounts</p>	Investment Option	Target Return	Investment Amount	Option A	10% per annum	\$1 million	Option B	8% per annum	\$250,000	4.2
Investment Option	Target Return	Investment Amount									
Option A	10% per annum	\$1 million									
Option B	8% per annum	\$250,000									
Minimum Holding Amount	Investors are required to maintain a minimum holding amount of \$250,000, subject to the Trustee's discretion to accept a lesser minimum holding amount.	4.2									
Target Fund Size	While there is no maximum or minimum fund size, the Investment Manager is aiming to raise \$15m under this Offer. The Trustee retains the discretion to stop accepting new or additional investment applications from Investors at any point.	-									
Issue of Units	Units will ordinarily be issued within 10 Business Days of the end of the month in which a completed Application Form and investment monies are received.	5.3									
Distributions	<p>Distributions in line with the Target Return are calculated on the amount of time Investors have their capital invested in the Fund.</p> <p>Distributions of up to 5% per annum are expected to be made on a quarterly basis with the remainder up to the Target Return paid at the end of each Investment Term.</p>	4.7									

Feature	Description	Further Details
Redemptions	<p>Investments in the Fund are illiquid for the duration of each Investment Term, and the Trustee anticipates that redemptions will occur upon repayment of the Loan by the Borrower.</p> <p>Prior to the end of the Term 1, and subject to the ongoing funding needs of the Project, Investors will be given the option to withdraw, subject to repayment of the Loan by the Borrower, or remain in the fund for the second Investment Term.</p> <p>Subject to the Trustee's discretion, should at this time, an Investor's investment amount fall below the minimum holding amount, they will be deemed to have elected to fully withdraw from the Fund.</p>	4.6
Who can invest?	The Offer is generally only available to persons who, if they reside in Australia, are a wholesale client as defined in section 761G of the Corporations Act and, if they reside in Singapore, are an accredited investor or certain other person prescribed under section 305 of the Securities and Futures Act.	5.2
Entry and Exit Fees	There are no entry or exit fees payable by Investors	7
Fund fees and costs	<p>The fees and costs payable by the Fund in relation to the management of the Fund include:</p> <ul style="list-style-type: none"> - Establishment Fee of \$19,500 paid to the Trustee on commencement of the Fund - Performance Fees calculated as the remainder of income earned by the Fund each financial year, after investors receive their target distributions - Annual Trustee Fees of 0.1% per annum of the Fund's gross asset value subject to \$25,000 per annum - Document Review Fee of \$150 for execution of each set of investment documents - Termination Fee of \$14,500 where the Fund is terminated or Vasco is replaced as trustee of the Fund - Administration Fees of up to \$20,000 per annum plus \$5,000 per annum for each additional unit class, subject to a 5% annual increase 	6
Expenses	The Trustee is also entitled to be paid or reimbursed for expenses associated with establishing and the operation of the Fund, such as the costs associated with the administration or distribution of income and other expenses properly incurred in connection with performing its duties and obligations in the day to day operation of the Fund.	6.3
Borrowings	The Fund will not have any borrowings.	-

Feature	Description	Further Details
Risks	<p>It is very important that you read and consider the risk section in this IM (Section 8) in detail before deciding whether to invest. Neither the Trustee or Investment Manager guarantee distributions or capital returns.</p> <ul style="list-style-type: none"> • Default and credit risk - the ability of the Fund to recover the Loan may be impacted by and subject to the rights of a senior secured lender • Investment risk - distributions may or may not be paid and capital may or may not be returned • Construction and development risk - construction costs may exceed budgeted costs and a change in market conditions could result in the Project's value on completion being less than anticipated. 	8

2. INVESTMENT STRATEGY

2.1 Overview

The Fund provides Investors with exposure to a large multi-use property development to be undertaken by Longriver Group in Melbourne, located at 288 Queen Street, Melbourne VIC 3000 and 324 Little Lonsdale Street, Melbourne VIC 3000 (**Project**).

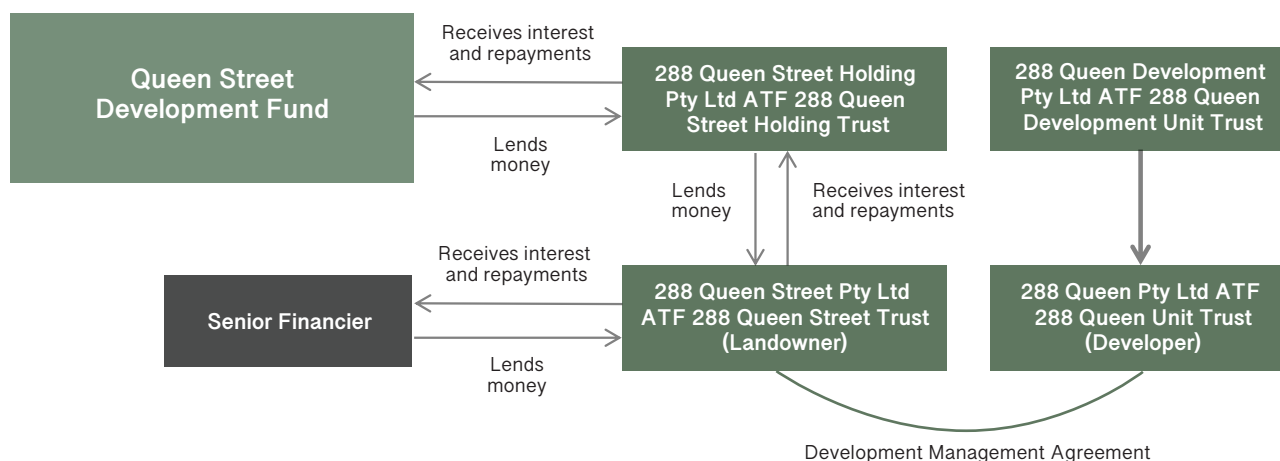
The Fund will lend money to 288 Queen Street Holding Pty Ltd (ACN 632 943 787) ATF 288 Queen Street Holding Unit Trust (**Borrower**). The Borrower will then lend money to

its wholly owned subsidiary, and the landowner of the Project, 288 Queen Street Pty Ltd (ACN 632 943 769) ATF 288 Queen Street Unit Trust (**Landowner**).

A senior financier will also provide funding via a loan to the Landowner, 288 Queen Street Pty Ltd (ACN 632 943 769) ATF 288 Queen Street Unit Trust.

The Borrower and Landowner are related parties of the Investment Manager and part of the Longriver Group.

The following diagram outlines the funding arrangements.



Details about the Project are set out further outlined below in Section 3.

Details about Investment Manager and the Longriver Group are set out further outlined below in Section 5.1.

2.2 Loan Terms & Security

A loan agreement between the Fund and Borrower (**Loan Agreement**) will be secured by a registered General Security Agreement creating a security interest over the assets of the Borrower other than real estate.

The only substantial assets which the Borrower has are the loan and any equity invested by Longriver Group. The Fund's ability to recover its debt from the Borrower will be dependent on the Borrower's ability to recover its debt from the Landowner, which will rank behind a senior financier.

The Loan Agreement allows for multiple advances to be made to the Borrower from time to time as Investors monies are accepted into the Fund. The total amount advanced to the Borrower under the Loan will depend upon the amount of capital raised by the Fund.

The Loan to the Borrower will be for 24 months from the end of the capital raising period, being 30 November 2021 (Term 1 Completion Date). Under the terms of the Loan Agreement, the Borrower may extend the Term 1 Completion Date by up to a further 12 months (i.e. until 30 November 2022).

Subject to the ongoing funding requirements of the Project, prior to the end of the Term 1 Completion Date Investors may be given the opportunity to withdraw from the Fund or to remain in the Fund for another term (**Term 2**).

Should any investor decide to withdraw from the Fund, the Loan amount for Term 2 will be reduced in proportion to any amounts withdrawn by Investors.

Subject to Investors having agreed to remain in the Fund, the Loan to the Borrower may be extended for another 24 months from end of the Term 1 Completion Date (Term 2 Completion Date), with an option for the Borrower to extend this by a further 12 months (i.e. until 30 November 2025 at the latest).

Even though the Loan Agreement will require that the Loan be used by the Borrower to facilitate the finance of the development of the Project, the Trustee cannot guarantee that the Borrower will comply in whole or in part with this purpose. Investors should therefore be aware that the Fund's only direct investment is the Loan made to the Borrower and the Trustee cannot control how the Loan monies lent the Borrower will ultimately be used.

The Loan and other security documents are reviewed by the Fund's legal advisor who is chosen from an experienced panel of legal firms experienced in finance, verification and validation requirements.

2.3 Arrears and default management

Investors' capital and returns may be affected if the Borrower defaults on the Loan made to it by the Fund. As the Loan will be made to a related party of the Investment Manager, the Trustee will administer arrears and default management procedures in the event of late payment or default in accordance with the relevant loan documents prepared by the Fund's legal advisor.

Where a Borrower fails to make a payment by the repayment dates under a Loan Agreement, the Trustee will look to enforce the Loan according to the enforcement procedures specified in that Loan Agreement.

The enforcement procedure can involve significant costs, including legal costs and receiver's fees. These costs may be funded as follows:

- (1) Paid by the Fund
- (2) Paid by the Investment Manager from its own funds in which case, the Investment Manager will be able to recover these costs from the proceeds received from the Borrower in priority to any payment to Investors
- (3) Paid by a third party in which case, any expenses paid plus any amount agreed with the lender (for example interest or success fees) would be recovered from the proceeds received from the Borrower in priority to any payment to Investors

2.4 Borrowings

The Fund is not expected to have any borrowings.

2.5 Valuation Policy

The Trustee maintains and complies with a written valuation policy, which is reviewed at least annually or as market circumstances dictate. This policy may be updated from time to time and is available on the Trustee's website at www.vascofm.com.

3. ABOUT THE PROJECT

The Investment Manager has provided the following details about the Project, which have not been independently verified by the Trustee. Investors are advised to undertake their own due diligence.

3.1 Project Summary

The subject site is located on the step of three of Melbourne CBD's iconic precincts: Melbourne's Legal Precinct, Melbourne's Central Retail Core, and the Northern Queen Victoria Market and Accommodation zone. It is a corner block totalling 760 square meters with three street frontages, being 10.8m along Queen Street, 54.4m along Little Lonsdale Street and 14.1m along Mclean Alley. Longriver's vision is to deliver a mixed-use commercial tower with ground floor retail spaces and upper floor premium office spaces.

"288 Queen Street will be a place for real Melbournians. It will celebrate everything that is small but big in heart. It will be a space to work, create, innovate, relax, socialise, eat, drink and shop. Its heart will beat morning, day and night. It will be home to businesses who are proud of their environment and want to be part of a vertical community."

The proposed 22-level mixed used development comprises a total of 9200 sqm of office space and more than 2000 sqm of retail and multi-function space. The building will be equipped with premium end of trip facilities, function spaces, private dining areas and Concierge services.



3.3 Proposed Development Timing

We outline below indicative planning approval process and proposed development timing for the project.

- Stage 1 – Planning permit process. August 2019 – August 2020
- Stage 2 – Marketing Design and Development. August 2020 – October 2020
- Stage 3 – Marketing & Sales. October 2020 – May 2021
- Stage 4 – Construction Documentation. February 2021 – May 2021
- Stage 5 – Tender award. May 2021 – November 2021
- Stage 6 – Construction. November 2021 – May 2023
- Stage 7 – Settlement. June 2023

3.4 Project Revenue

With ever growing demand for CBD premium grade office space, the gross revenue for the project is expected to be in the order of A\$145,000,000.00

3.5 Project Cost

Below table sets out the project cost based on the developer's current best estimates.

Land and acquisition cost	\$27,690,000.00
Construction	\$50,000,000.00
Professional Fee	\$2,136,727.00
Statutory Fee	\$1,168,000.00
Sales Marketing	\$2,675,000.00
Finance Cost	\$8,238,266.00
Contingency	\$2,500,000.00
Total	\$94,407,993.00

3.6 Consultant Team

Below we summarize our key consultants for the project.

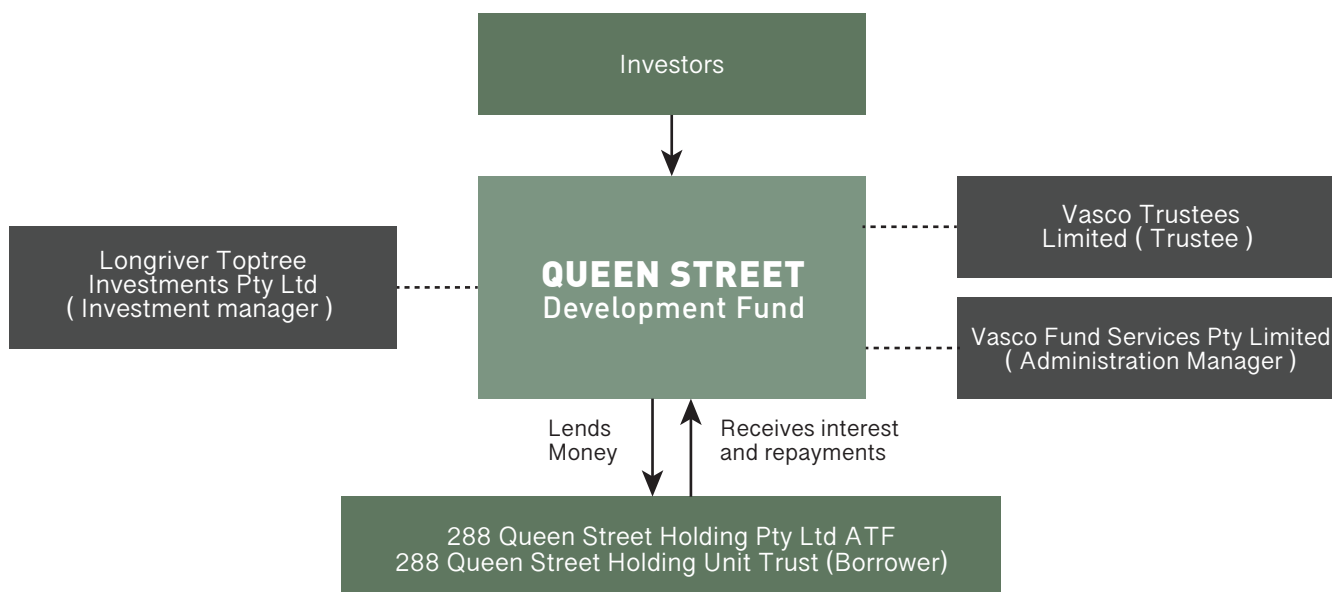
Architect	JCB
Town Planner	Tract
Structure/Civil	Irwin
Building Services	Wrap
ESD Consultants	Cundal
Waste Management	Leigh Design
Traffic Engineer	One Mile Grid
Wind Engineer	RWDI
Fire Engineering	LYA
Building Surveyor	PLP
Land Surveyor	Veris
Quantity Surveying	WT Partnership

4. OFFER DETAILS

4.1 Investment Structure

The Fund has been established to lend money to 288 Queen Street Holding Pty Ltd ATF 288 Queen Street Holding Unit Trust (Borrower) and is targeting a return of 10% per annum for Class A and 8% per annum for Class B.

The following diagram illustrates the structure of the Fund and relevant parties involved:



Legally, the Fund is an unlisted, unregistered managed investment scheme structured as a unit trust and established by a Constitution which regulates the relationship between the Trustee and Investors. The monies contributed by Investors as Application Money will be pooled and invested in accordance with the investment strategy detailed in Section 2 above.

As at the date of this IM, there is no requirement or intention to register the Fund with ASIC or to list the Fund on a secondary market such as the ASX.

Vasco Trustees Limited is the trustee of the Fund.

The Trustee has appointed Longriver Toptree Investments Pty Ltd as the Fund's investment manager, having responsibility for, among other things, marketing the Fund and managing the Fund's investments.

The Trustee has also appointed Vasco Fund Services Pty Limited as the Fund's administration manager, having responsibility for, among other things, processing applications and fund accounting.

4.2 Investment Options

Subject to a minimum initial investment of \$250,000, investors will be offered an opportunity to invest in two different investment options, each with a different Target Return and Investment Amount as follows:

Investment Option	Target Return	Investment Amount
Option A	10% per annum	\$1 million
Option B	8% per annum	\$250,000

An investor's investment will automatically be converted from one investment option to the other provided they have invested the required Investment Amount for that option. Investors are required to maintain a minimum holding amount of \$250,000, subject to the Trustee's discretion to accept a lesser minimum holding amount.

Please note, these are Target Returns only and are not a forecast or a guaranteed return. The Investment Amounts is subject to the Trustee's discretion to accept lesser initial or additional amounts.

4.3 Who can invest?

This Offer is generally only available to wholesale clients within the meaning of the Corporations Act. A wholesale client means an Investor who:

- invests \$500,000 or more in the Fund or
- if investing less than \$500,000:
 - provides a certificate from a qualified accountant (substantially in a form provided by and available from the Trustee) that states that the Investor 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; or
 - is a professional investor (including the holder of an Australian financial services licence, a person who controls more than \$10 million or a person that is a listed entity or a related body corporate of a listed entity); and
- if residing in Singapore, can also demonstrate (in addition to one of the above) they are an accredited investor or certain other person prescribed under s305 of the Securities and Futures Act by providing a declaration to that effect and suitable documentary evidence.

The Trustee has the discretion to accept applications from people who are not Qualifying Investors, provided these people are otherwise permitted by law to participate in the Offer.

The Trustee reserves the right to reject an application without providing a reason.

4.4 Issue of Units

The Trustee is expecting to issue Units within 10 Business Days of the end of each month in which a completed Application and the investment amount are received.

Units in the Fund will be issued on a monthly basis up to the Offer Close Date. The Trustee retains its discretion to issue further Units at any point after the Offer Close Date.

Further detail about applying for Units in the Fund is outlined in Section 11.

4.5 Unit Price

The Unit Price is based on the underlying value of the Fund's assets and is calculated in accordance with the terms of the Constitution. Unless there is an impairment on the Loan made by the Fund, the Unit Price is expected to remain at \$1.00 per Unit.

This price of a Unit calculated at the time of withdrawal may be different from the price originally paid for the Unit as the Fund's assets are re-valued.

The Unit Price will be updated on the Trustee's website from time to time.

The price that will apply to your application may be different from that on the website as the one that will apply will be the one calculated after you submit your application.

4.6 Redemptions

The Trustee anticipates that redemption will occur only in the following circumstances:

- at the end of the initial loan term, being 24 months, or up to 36 months if extended; and
- subject to repayment of the Loan by the Borrower.

An Investment in the Fund should be considered an illiquid investment and investors will not otherwise have any opportunity to withdraw their money.

Investments in the Fund are illiquid for the duration of each investment Term, and the Trustee anticipates that redemptions will only occur upon repayment of the Loan by the Borrower.

Prior to the end of the Term 1, and subject to the ongoing funding needs of the Project, Investors will be given the option to withdraw, subject to repayment of the Loan by the Borrower, or remain in the fund for the second Investment Term.

Subject to the Trustee's discretion, should at this time, an Investor's investment amount fall below the minimum holding amount, they will be deemed to have elected to fully withdraw from the Fund.

Under the terms of the Constitution, in certain situations, the Trustee is able to, amongst other things, suspend all redemptions or compulsorily redeem Investors where it believes that doing so is in the best interests of Investors in the Fund as a whole.

4.7 Distributions

Distributions in line with the Target Return are calculated on the amount of time Investors have their capital invested in the Fund.

Distributions of up to 5% per annum are expected to be made on a quarterly basis with the remainder up to the Target Return paid at the end of each Investment Term.

Distributions are expected to be paid to Investors nominated bank accounts within 1 month following the end of each calendar quarter.

The Trustee reserves the right to make distributions more frequently in its absolute discretion.

The deferred portion of the Investors return, paid at the end of each Investment will be calculated on an annual compound basis whereas other distributions will be calculated on a simple interest basis. In all instances Investors returns will be calculated based on the number of days their capital was invested.

The Trustee may also decide not to distribute amounts which it reasonably considers necessary to meet any outgoings or liabilities (actual or contingent) in respect of the Fund including any amounts required for tax withholdings. Taxes paid or withheld that are allocable to one or more Investors will be deemed to have been distributed to such Investors for the purposes of determining the above calculations.

5. MANAGEMENT OF THE FUND

5.1 The Investment Manager

Longriver Toptree Investments Pty Ltd (**Investment Manager**) is the Fund's investment manager, responsible for marketing the Fund and managing the Fund's investments.

The Investment Manager has been appointed as a corporate authorised representative of D H Flinders Pty Ltd (D H Flinders) for the sole purpose of acting as an investment manager of the Fund and is restricted to providing Financial Services that are authorised in the AFSL held by D H Flinders. Additionally, the Investment Manager and its employees and officers are subject to the policies of D H Flinders.

The Investment Manager is part of the Longriver Group, a property development group which has been developing in Melbourne for over 10 years and currently has a pipeline over \$1 billion dollars in end value, that comprises over 200,000sqm of GFA in residential apartments, townhouses, hotels, offices and mixed use development in various Melbourne CBD and suburban locations.

A short list of Longriver's previous and current major projects are:

- 327 La Trobe Street Melbourne: 40-storey, 210 residential apartments in the heart of Melbourne CBD, settled in 2017.
- 820 Whitehorse Road Box Hill: 30-storey mixed used development in the City of Whitehorse. Construction well underway with settlement due in November 2020.
- 874 Whitehorse Road Box Hill: 23-storey hotel project right in the centre of Box Hill Activity Centre, construction is due to commence in September 2019.

As described by the Investment Manager, their key management team includes:

- **COLIN SUI** • Director

Colin Sui graduated from Melbourne University in 2003 with a Bachelor degree in Commerce, major in Actuarial Studies. In the year 2005, Colin graduated from Monash University with a Master degree in Accounting and Finance.

Colin worked for two of the major four banks before he joined Longriver Group in 2011. Colin is now focused on corporate finance solutions, financial modelling and budgeting in addition to daily development operations.

- **ANDREW YU** • Managing Director

Andrew Yu is the founder and managing director of Longriver Group established in 2009. Longriver Group is a property development group which has been developing in Melbourne over the past decade and currently has a pipeline over \$1 billion dollars in end value that comprises over 200,000sqm of GFA in residential apartments, townhouses, hotels, offices and mixed-use development in various Melbourne CBD and suburban locations.

Passionate about property, Andrew has established himself as a major property developer in Melbourne. Understanding the necessity to surround himself with highly regarded consultants and advisors in the industry, Andrew is now a very experienced and considered developer with a bankable track record and significant project pipeline.

Not satisfied with delivering traditional developments, Andrew challenges his growing internal team and design consultants to seek out value propositions and create quality spaces that will define Longriver and be a market leader in the property industry into the future.

5.2 The Trustee and Administration Manager

Vasco Trustees Limited (**Trustee**) and Vasco Fund Services Pty Limited (**Administration Manager**) are part of a leading fund services group (**Vasco**) that provides responsible entity, trustee and fund administration to Australian and international investment managers.

The Vasco team have significant experience in the Asia Pacific region in the management of equity funds, fixed income funds, REITs, private equity real estate funds, real estate securities funds, and mortgage and real estate debt funds.

Some of the funds Vasco's executives have developed include the \$1.5 billion Australian Unity Healthcare Property Trust ARSN 092 755 318 and the \$1.5 billion AIMS Industrial REIT listed on the Singapore Securities Exchange.

The directors of Vasco were responsible for establishing the real estate funds management businesses of Australian Unity Funds Management Limited and MacarthurCook Limited.

Clients of Vasco have included Golden Age Development Group, Viapac Capital, China Asset Management (HK), Cyan SIV Emerging Companies Fund, Infrastructure Partners Investment Fund, Vital Healthcare Property Fund, EMR Capital Pty Ltd, Phillip Asset Management Limited and Morgan Stanley Real Estate.

As trustee, Vasco Trustees Limited will manage the Fund in accordance with the Constitution and its duties and obligations under Australian law and, importantly, will have regard to the best interests of Investors in decisions it makes with respect to the Fund.

6. FEES AND COSTS

6.1 Investor and fund fees and costs

The table below sets out the fees and costs (excluding of GST unless otherwise stated) that Investors or the Fund may be charged.

Type	Amount	Paid to and when
Fees and costs paid directly by each Investors		
Entry and Exit fee	None	NA
Overseas transfer fee	\$50 (plus any currency exchange charges)	Paid to the Fund prior to processing each transfer to an Investors overseas bank account
Fees and costs paid by the Fund		
Performance fee	The remainder of income earned by the Fund each financial year after the payment of all other Fees and Costs payable by the Fund and distributions are paid to Investors.	Paid to the Investment Manager annually in arrears
Trustee fees	An Establishment Fee of \$19,500.	Paid to the Trustee on commencement of the Fund
	An Annual Fee being the greater of \$25,000 or 0.10% per annum of the Fund's gross asset value. This fee accrues and is calculated monthly from execution of the Constitution.	Paid to the Trustee monthly in arrears from commencement of the Fund
Trustee termination fee	\$14,500 plus GST where the Fund is terminated or Vasco is replaced as trustee of the Fund	Paid to the Trustee immediately prior to their termination or replacement
Document execution fee	A document review and execution fee of \$150 in relation to each set of individual investment documents	Paid to the Trustee as and when incurred
Administration fee	Either: - \$15,000 per annum where the gross asset value of the Fund is less than \$10m and there are less than 25 Investors; or - \$20,000 per annum where the gross asset value of the Fund is \$10m or more or there are 25 or more Investors; Plus: - \$5,000 per annum for each additional unit class established by the Trustee The administration fee is subject to an annual increase of 5% on 1 January of each year.	Paid to the Administration Manager monthly in arrears from commencement of the Fund

Type	Amount	Paid to and when
Expenses	<p>The Trustee is entitled to be paid or reimbursed for expenses associated with establishing and the operation of the Fund.</p> <p>See Section 6.3 for more information.</p>	<p>Paid to the Trustee or relevant party appointed by the Trustee as and when incurred</p>

6.2 Payment of fund fees and costs

The Investment Manager has agreed to pay the fees and expenses payable by the Fund until such time as, in the opinion of the Trustee, they are able to be paid from the assets of the Fund and may at the discretion of the Trustee be reimbursed from the Fund's assets for these payments.

6.3 Expenses

The Trustee, Investment Manager and Administration Manager are entitled to be paid or reimbursed for all expenses properly incurred in connection with performing their duties and obligations in the day-to-day operation of the Fund. Such expenses include, but are not limited to, any additional costs associated with the administration or distribution of income, asset management and the management of defaults and arrears.

The Constitution for the Fund sets out the right of the Trustee to be paid or reimbursed for expenses of the Fund reasonably and properly incurred by the Trustee in the proper performance of its duties, and include a non-exhaustive list of the types of the expenses to which the Trustee is entitled to be paid or reimbursed.

6.4 Change to fees and other costs

The Trustee may change the above fees and expenses charged to Investors by giving at least 30 days written notice to Investors, subject to any fee limits in the Constitution. The Trustee may agree with any Investor any fee arrangements with that Investor which are different to the fees set out above

6.5 Goods and services tax

Unless otherwise stated, all fees quoted in the IM are quoted exclusive of GST.

6.6 Waiver, deferral or rebate of fees

The Trustee or Investment Manager may accept lower fees and expenses than it is entitled to receive, or may defer payment of those fees and expenses for any time. If payment is deferred, then the fee will accrue until paid. In addition, the Investment Manager or Trustee may waive, negotiate or rebate their fees, for example, in the case of a large investment amount.

7. TAXATION INFORMATION

This information in this section provides a general summary for Australian resident and non-resident investors (**the Investors**) who subscribe for units pursuant to the Information Memorandum and hold the units on capital account for Australian income tax purposes. It does not attempt to address all of the Australian tax consequences that may be relevant to the Investors.

The opinion is general in nature because the tax implications for each Investor may vary depending on their particular circumstances. Accordingly, it is recommended that each Investor seeks their own professional advice regarding the taxation implications before making any investment or other decision in relation to the units in the Fund. This taxation opinion is not, and is not intended to be, taxation advice to any particular Investor.

7.1 Tax Treatment of the Fund

As the Fund is a unit trust, it will be treated as a “flow through” entity for Australian income tax purposes. That is, the taxable income of the Fund will be subject to Australian tax in the hands of Investors, not the Fund on the basis that:

- The Investors are made “presently entitled” to all of the income of the Fund at the end of each income year; and
- The activities of the Fund are limited to “eligible investment businesses” such that the Fund should not constitute a public trading trust.

As the Fund will invest in a loan instrument, the expectation is that the taxable income from the Fund will primarily be in the form of interest income which will ultimately flow through to Investors.

7.2 Tax Treatment of the Australian tax resident Investors

From time to time, Investors who are made presently entitled to the distributable income of the Fund will receive trust distributions from the Fund, in proportion to their entitlements to that distributable income.

In this regard, Australian resident Investors should recognise their share of the distributable income, which is likely primarily in the form of interest income, to be included in their assessable income.

The redemption or transfer of units will constitute a disposal by an Investor for tax purposes. If the Investor holds their units on capital account, any gain made by the Investor on disposal will be subject to capital gains tax (CGT). If the Investor makes a capital loss, it may be used to offset

capital gains derived in the current or a future tax year. We understand that it is intended by the Trustee that the unit price is to be issued at \$1.00 per unit but this may not always be the case as the unit price is based on the underlying value of the assets referable to the class of units.

A CGT discount may be available on the capital gain on units held for 12 months or more by individuals, trusts or complying superannuation entities. Companies are not eligible for CGT discount. For individuals and trusts, the discount is 50%. For complying superannuation entities, the discount is 33.33%.

7.3 Tax Treatment of the Non-Resident Investors

Given the intention is that the distributable income of the Fund will primarily represent interest income, non-resident Investors should primarily be subject to 10% final interest withholding tax (IWHT) on any income distribution received. This tax treatment applies irrespective of whether the Fund is classified as a Managed Investment Trust (MIT) for tax purposes.

This is, the Trustee is required to withhold a 10% IWHT to the Australian Taxation Office (ATO) and non-resident Investors are not required to lodge an Australian income tax return if interest income is the only source of income as the IWHT is treated as a “final” tax liability in Australia.

If any income from the Fund is not interest, dividend or royalty income, non-resident Investors may either be subject to the general trust withholding provisions (whereby tax may be deducted at the non-resident withholding rates) or the MIT withholding provisions. Investors should seek their own advice on these matters.

Any capital gain or capital loss resulting from a disposal or redemption of units in the Fund by a non-resident Investor will be disregarded if a non-resident Investor holds less than 10% of the units in the Fund or the Fund does not hold majority investments in Australian real property.

On the basis the Fund’s investment will primarily consist of debt investments, but not directly in any underlying real property, it is expected that a non-resident Investor should not have any CGT implications arising from their disposal or redemption of units.

Each non-resident Investor however, should seek their own advice when they seek to dispose or redeem the units.

7.4 Annual Reporting

As the Fund is likely to constitute an Investment Body, the Fund will be required to provide certain distribution information (including tax components) to the ATO on an annual basis by lodging the Annual Investment Income Report (**AIIR**).

The Trust will also provide an annual tax distribution statement to Investors in accordance with the ATO's guidelines for Managed Funds. The tax distribution statement will reconcile the cash distribution provided to the Investor with the taxable distribution for that income year. It will agree to the amounts reported to the ATO under the AIIR.

7.5 Attribution Managed Investment Trust (AMIT) regime

The Government has enacted a tax regime for certain managed investment trusts known as the Attribution Managed Investment Trust (**AMIT**) Rules. The AMIT Rules remove a number of uncertainties for Trustees and Investors and facilitates fair and reasonable tax outcomes for Investors.

The AMIT Rules do not apply automatically to all MITs. The Trustee will make an assessment of whether the Fund qualifies as an AMIT and whether it will make an election to apply the AMIT Rules to the Fund. If the Fund meets the eligibility requirements, the Trustee is expected to make an election to apply the AMIT rules. We would not expect the AMIT regime to materially change the tax treatment of Investors outlined above.

7.6 Australian Goods and Services Tax (GST)

GST should not be payable on the issue or redemption of Units nor on any of the distributions to Investors. GST may apply to the fees charged to the Fund by the Investment Manager and in relation to other expenses of the Fund. The Fund may be entitled to claim input tax credits and / or reduced input tax credits for any GST paid

7.7 Change of Tax Residency

We recommend that each Investor seeks professional advice on their residency status if there may be a change in their tax residency through the course of their investments and the associated tax implications relevant for their circumstances.

7.8 Tax File Number and Australian Business Number

It is not compulsory for an Investor to quote a Tax File Number (TFN), claim a valid exemption for providing a TFN, or (in certain circumstances) provide an Australian Business Number (ABN). However, if an Investor does not provide a TFN, exemption or ABN, tax will be required to be deducted from the Investor's distributions at the highest marginal tax rate plus Medicare levy (currently 47%).

7.9 Stamp Duty on the transfer of Units

As the register of the Fund will be maintained in Victoria, no marketable securities duty is payable on the transfer of Units in the Fund. Land rich or landholder duty may be payable in the issue, redemption or transfer of Units in any Australian jurisdiction where the Fund owns or has an interest in land.

7.10 Foreign Account Tax Compliance Act (FATCA)

FATCA is United States (US) tax legislation that enables the US Internal Revenue Service (IRS) to identify and collect tax from US residents that invest in assets through non-US entities. If you are a US resident for tax purposes, you should note that the Fund is or is expected to be a 'Foreign Financial Institution' under FATCA and it intends to comply with its FATCA obligations, as determined by either the FATCA regulations or any inter-governmental agreement (IGA) entered into by Australia and the US for the purposes of implementing FATCA. Under these obligations, the Fund will have to obtain and disclose information about certain Investors to the Australian Taxation Office (ATO). In order for the Fund to comply with its obligations, we will also request that you provide certain information about yourself, including your US Taxpayer Identification Number (TIN). We will only use such information for this purpose from the date the Fund is required to do so.

7.11 Common Reporting Standards (CRS)

CRS is the standard set by the Organisation for Economic Co-operation and Development (OECD) for the automatic exchange of information with revenue authorities for tax foreign residents that invest in certain financial accounts. The standard covers both the identification of tax foreign residents and reporting on the applicable financial accounts.

The Fund is 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 foreign taxpayer identification number (if applicable).

8. RISKS

All investments involve varying degrees of risk.

While there are many factors that may impact on the performance of any investment, the section below summarises some of the major risks that prospective Investors should be aware of when investing in the Fund.

Before investing, prospective Investors should consider whether the Fund is a suitable investment, having regard to their personal investment objectives, financial position, particular needs and circumstances.

Prospective Investors should also consider and take into account the level of risk with which they are comfortable, the level of returns they require, as well as their frequency and nature and their investment time horizon. Prospective Investors should seek professional advice in setting their investment objectives and strategies.

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, prospective 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).

8.1 Information not complete or accurate

The Trustee is not in a position to confirm the completeness, genuineness or accuracy of any information or data included in this IM. A significant amount of the material provided in this IM was supplied by third parties, including the Investment Manager.

The Trustee has not carried out an independent audit or independently verified any of the information contained in this IM. It is possible that due to factors such as the passage of time or the uncertainty in the future, the information contained in the IM may be incomplete or inaccurate.

8.2 Investment risk

The value of an investment may rise or fall, distributions may or may not be paid and Investor's capital may or may not be returned. No guarantee is made by the Trustee, the Investment Manager, or any of their directors, associates or consultants on the performance of the Fund.

Even though the Loan Agreement will require that the Loan be used by the Borrower to finance the development of the Project, the Trustee cannot guarantee that the Borrower will comply in whole or in part with this purpose. Investors should therefore be aware that Fund's only direct investment is the Loan made to the Borrower and the Trustee cannot control how the Borrower will ultimately use the Loan monies lent.

Also, there is no guarantee that the Borrower will have financial capacity to repay the loan to the Fund. Therefore, Investors may lose all of their capital investment in the Fund.

8.3 Fund risk

These are risks specific to managed funds. These risks include that the Fund could terminate, the fees and expenses of the Fund could change, the Trustee may be replaced as trustee and the Investment Manager may be replaced as investment manager of the Fund.

8.4 Management risk

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

There is always a risk that the Investment Manager may fail to identify and adequately manage the investment risks in the Fund's portfolio and thus affect the ability to pay distributions or reduce the value of the Units.

Operational risks of the Trustee, the Investment Manager and the Administration Manager include the possibility of systems failure, regulatory requirements, documentation risk, fraud, legal risk and other unforeseen circumstances.

The Fund is relying on the ability of the Investment Manager and its investment professionals to achieve the Fund's objectives. If the Investment Manager and their investment professionals were not to continue in their respective roles, the Fund may not be able to achieve its objectives.

8.5 Return risk

The Fund seeks to deliver returns (primarily interest income) to Investors. The Fund is targeting returns which are higher than interest paid on basic deposit products. However, Investors should note that an investment in the Fund is not an investment in an ADI (such as a bank) regulated by APRA and an investment in the Fund carries more risk than an investment in a bank. As a general rule,

higher potential returns have higher levels of uncertainty (high-risk) than investments with lower potential returns and low levels of uncertainty (low-risk).

The Target Return is not a forecast. The Fund may not be successful in meeting this objective and returns are not guaranteed. None of the Trustee, the Investment Manager nor any other person or entity guarantees any income or capital return from a special purpose vehicle or the Fund.

8.6 Related party transactions

Transactions involving related parties of the Trustee

The Trustee may from time-to-time enter into transactions with its related entities. For example, the Administration Manager is a related party of the Trustee.

The Trustee maintains and complies with a written policy on related party transactions to ensure that any actual or potential conflicts of interest are identified and appropriately dealt with. Any potential transactions with related parties go through an assessment process, and must be approved by the relevant board of directors

The Investment Manager is not a related party of the Trustee. The contractual arrangements between the Trustee and the Investment Manager are negotiated at arm's length between the parties.

Transactions involving related parties of the Investment Manager

The Investment Manager and the Borrower are related parties. The transactions between these parties, including the Loan, may not be on arm's length terms.

It is not the responsibility of the Trustee to assess the merits of this investment recommended by the Investment Manager, but rather to ensure that this investment is within the terms outlined in this IM and permissible under the Trust Deed. Accordingly, the Trustee does not guarantee that the Fund's investments are otherwise made on arm's length terms.

By investing in the Fund, Investors acknowledge that the Investment Manager is responsible for making investment decisions for the Fund and that they have made their own independent investigations to satisfy themselves of the benefit of becoming an Investor in the Fund.

Enforcement action procedures, if required, in the event of default on the Loan to the Borrower will be managed by the Trustee and are set out above in Section 2.3.

8.7 Construction and development risk

Investments in the Fund will be lent to assist with the funding of the development of 'the Project' – see Section 3 for more details about the development project.

There are specific risks associated with these types of development projects, including:

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

8.8 Diversification Risk

The Fund's only investment will be the indirect financing of the Project, through a loan to the Borrower. As such, the Fund will not be diversified by sector and its diversification in respect of geography or the number of investments.

8.9 Default and Credit Risk

There is a risk that the Borrower may not be able to meet its financial obligations under the Loan Agreement. This may be for a wide range of reasons, including a change in the individual financial or other circumstances of the Borrower or a change in the economic climate generally.

In addition, the ability of the Fund to recover any of its investment may be impacted by and subject to the rights of a senior secured lender. This means that where a senior debt lender has priority in respect of funds generated by the project invested into by the Borrower, there may not be sufficient funds to repay the Fund's investment after repayment of the senior debt facility.

Further, there will be no rights to recover the debt by seeking to take control or sell any real property of the Investment Manager.

8.10 Downturn in Property Market

The Borrower operates in the property market and there are risks associated with property valuations decreasing due to a downturn in the property market. The downturn of the market may impact the amount of interest distributions and capital returns to Investors.

8.11 Early repayment

Early repayments by the Borrower of loan monies from the Fund will impact on the expected returns of the Fund.

8.12 Liquidity risk

The Fund is an illiquid investment.

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

There is currently no secondary market for Units in the Fund and it is unlikely that any active secondary market will develop. There are substantial restrictions upon the transferability of Units under the Fund documents and applicable securities laws.

You should only consider an investment in this Fund if you are not likely to require access to your investment in the medium term.

8.13 Legal, regulatory and compliance risk

Changes in government legislation, regulation and policies generally could materially adversely affect the operating results of the Fund.

The operation of a funds management business in Australia is subject to significant regulation by Australian government authorities including without limitation the ASIC, the Australian Transactions Reporting and Analysis Centre, the Foreign Investment Review Board and the Australian Consumer and Competition Commission.

There is a risk that the Fund may not comply at all times with its various obligations under government regulations and this may result in the loss of authorisations of the AFSL held by the Trustee thereby preventing the continued operation of the Fund.

8.14 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) such Information Technology Systems may still be subjected to malicious attack, damage, or unauthorized access.

Such Information Technology Systems may include the storage of information concerning an Investor's identity, financial 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 or Investment Manager (as may be required) 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 any regulatory authority as required by law.

8.15 Tax risk

Tax regulations can change and changes can be adverse. Prospective Investors should consider their own circumstances before investing.

8.16 Operating history

The Fund has no operating history upon which Investors may base an evaluation of its likely performance. The success of the Fund's investment activities will depend almost entirely on the Investment Manager's ability to carry out the proposed investment strategy successfully. While the principals of the Investment Manager have previous experience making and managing investments of the type contemplated by the Fund, there can be no assurance that the Fund's investments will achieve the Target Return.

8.17 Fees and expenses

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

In addition, the Fund will also be required to pay investment management fees, Trustee fees and administration fees whether the funds raised are fully utilised or not. The Fund must therefore ensure that sufficient liquidity is maintained in order to meet these and other expenses.

The Trustee and the Investment Manager expect to incur significant costs and expenses in seeking to source, evaluate, structure, negotiate, close, monitor and exit an investment including, but not limited to, financial, legal, technical, regulatory, commercial advisers, engaged to assist the Trustee and the Investment 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.

8.18 Thinly-capitalised management

The Investment Manager does not have any material independent financial resources. If an action or claim is brought against the Investment Manager and such claim is not covered by the professional indemnity arranged by or on behalf of the Investment Manager, the Fund cannot assure that the Investment Manager will have sufficient financial resources to cover any amounts payable under any such claim.

8.19 Other risks

It is important to note that not all risks can be foreseen. It is therefore not possible for the Investment Manager to protect the value of the Fund's investment from all risks. Prospective 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.

Neither the Trustee nor Investment Manager guarantees the repayment of investments or the performance of the Fund. We strongly recommend that Investors obtain independent financial advice before investing in the Fund.

9. ADDITIONAL INFORMATION

9.1 Summary of material documents

The following is a summary of material documents relevant to the Fund. The material documents are:

1. Constitution
2. Investment Management Agreement
3. Administration Agreement

You should consider whether it is necessary to obtain independent advice on any of the documents.

1. Constitution

The Constitution 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 Investors.

Each Unit gives you an equal and undivided interest in the Fund. However, a Unit does not give you an interest in any particular part or asset of the Fund. Subject to the Constitution, as an Investor you have the following rights:

- the right to share in any distributions.
- the right to attend and vote at meetings of Investors.
- the right to participate in the proceeds of winding up of the Fund.

The Constitution contains provisions about convening and conducting meetings of Investors. Under the Constitution, the Trustee may create different Unit classes which may have different rights and obligations.

The Trustee can amend the Constitution without Investors' approval provided it reasonably considers the change will not adversely affect Investors' rights.

The Constitution can also be amended by a special resolution passed by Investors.

A copy of the Constitution is available free of charge by contacting the Trustee on: +61 3 8352 7120.

2. Investment Management Agreement

The Investment Management Agreement is between the Investment Manager and the Trustee under which the Investment Manager provides marketing and investment management services.

The Investment Management Agreement will remain in force until the Fund is wound up, unless the agreement is terminated earlier in accordance with its provisions. The 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 certain time.

There are also provisions allowing the Trustee to terminate 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.

3. Administration Agreement

The Administration Agreement is between the Administration Manager and the Trustee under which the Administration Manager provides fund administration and accounting services to the Fund.

9.2 Privacy

In applying to invest, you are providing the Trustee and 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 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 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. The Trustee may also use your information to provide you with details of future investment offers made by it or the Investment Manager.

9.3 Complaints handling

Applicants and Investors who wish to make a complaint about the Fund should contact the Trustee by telephone on (03) 8352 7120, by email to info@vascofm.com, or in writing addressed to:

The Complaints Officer
Vasco Trustees Limited
Level 5, 488 Bourke Street
Melbourne VIC 3000

The Trustee will acknowledge a complaint as soon as practicable after receiving it and will notify the complainant of its decision, remedies and other information within 45 days of the complaint being made.

As the Fund is an unregistered managed investment scheme, complainants do not have recourse to the Australian Financial Complaints Authority (AFCA).

9.4 Anti-money laundering law

The Trustee is required to comply with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 ("AML/CTF Law"). This means that the Trustee will require potential Investors to provide personal information and documentation in relation to their identity when they invest in the Fund. The Trustee 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 Trustee may need to identify:

- (a) an Investor prior to purchasing Units 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 Trustee may need to re-verify this information.

By applying to invest in the Fund, Investors also acknowledge that the Trustee 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 Trustee to commit or participate in an offence under, any AML/CTF Law, and the Trustee will incur no liability to Investors if it does so.

9.5 Transfer of Units

Investors can transfer the ownership of your Units at any time provided that the transferee meets the requirements of an Investor in the Fund and has been approved by the Trustee.

Under the Constitution, the Trustee has the discretion to refuse the transfer of Units and is not obliged to accept a transfer of Units.

Please note that a transfer of Units may have taxation consequences for the Investor and transferee and both should independently consider their own taxation requirements. See Section 7 of the IM for further information.

There will not be any established secondary market for the sale of Units.

9.6 Consents

Written consent to be named in the IM in the form and context in which they are named have been provided by the following parties who and have not withdrawn their consent prior to the date of this IM:

- 288 Queen Street Holding Pty Ltd
- 288 Queen Street Pty Ltd
- D H Flinders Pty Ltd
- Longriver Toptree Investments Pty Ltd
- Vasco Fund Services Pty Limited

No other party mentioned directly or indirect in this IM have provided their express consent and Trustee does not warrant that any such party has agreed to any statement relating to or attributed to them.

10. GLOSSARY

ADI	An authorised deposit taking institution as defined in section 5 of the Banking Act 1959 (Cth).
Administration Manager	Vasco Fund Services Pty Ltd ACN 610 512 331
AFSL	Australian financial services licence.
Application Form	The application form included in or accompanied by this IM.
Application Money	The money paid by an applicant for Units.
ASIC	Australian Securities and Investments Commission.
ASX	The Australian Securities Exchange Limited.
Borrower	288 Queen Street Holding Pty Ltd (ACN 632 943 787) ATF 288 Queen Street Holding Unit Trust
Business Day	A day on which banks are open for business in Melbourne, except a Saturday, Sunday or public holiday.
Class	A class of Units in the Fund
Commencement Date	The date of commencement of the Fund, being the date on which Units are first issued.
Completion Date	The date when the Borrower repays the Loan which is expected to be approximately 24 months from the closing date and can be extended up to a further 12 months if the Borrower exercises its right to extend the term of the Loan.
Constitution	The deed establishing the Fund dated 11 June 2019 as amended from time to time.
Corporations Act	Corporations Act 2001 (Cth) for the time being in force together with the regulations of the Corporations Act.
Fees and Costs	The relevant fees and costs outlined in Section 6.
Fund	Queen Street Development Fund, established pursuant to the Constitution.
General Security Agreement	A general security agreement pursuant to which the Borrower provides a security interest over all of its personal property (being any property other than real estate).
GST	Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999, as amended.

IM	This information memorandum.
Investment Management Agreement	The investment management agreement between the Trustee and the Investment Manager dated on or about the date of this IM.
Investment Manager	Longriver Toptree Investments Pty Ltd ACN 632 798 871, an authorised representative (No. 001277029) of D H Flinders Pty Ltd ACN 141 601 596 AFSL 353001.
Investor	A holder of Units.
Loan	The monies lent by the Fund to the Borrower under the terms of the Loan Agreement.
Loan Agreement	An agreement to be entered into between Vasco as trustee for the Fund and the Borrower.
Offer	The offer under this IM to acquire Units.
Qualifying Investor	The Offer is only available to persons who, if they reside in Australia, are a wholesale client as defined in section 761G of the Corporations Act and, if they reside in Singapore, are an accredited investor or certain other person prescribed under s305 of the Securities and Futures Act (collectively, "Qualifying Investors").
Project	A development project at 288 Queen Street, Melbourne VIC 3000 and 324 Little Lonsdale Street, Melbourne VIC 3000
Security and Futures Act	Singapore's Securities and Futures Act (Chapter 289)
Target Return	The target return for Units or a Class of Units as specified in this IM.
Trustee or Vasco	Vasco Trustees Limited ACN 138 715 009, holder of AFS licence number 344486.
Unit	A Unit in the Fund.
Unit Price	The price per Unit as calculated from time to time in accordance with the Constitution

11. HOW TO APPLY FOR UNITS

An application for Units can only be made by completing and lodging the Application Form that is included below (**Application**).

Instructions relevant to completion of the Application Form are set out in the form.

A completed original Application Form, including relevant identification documents, should be lodged by sending it to the Administration Manager at the following address:

**Queen Street Development Fund
Vasco Fund Services Pty Limited
Level 5, 488 Bourke Street
Melbourne, Victoria 3000
Australia**

An Application constitutes an offer by the applicant to subscribe for Units on the terms and subject to the conditions set out in this IM.

An Application constitutes an offer by the applicant to subscribe for Units on the terms and subject to the conditions set out in this IM.

If the Application Form for Units is not completed correctly or if the payment of the application monies is for the wrong amount, the Application may still be treated as a valid Application at the sole discretion of the Trustee. However, where the payment is for less than the number of Units applied for, the Application will be deemed to be for the lower number of Units.

The Trustee reserves the right to reject an Application (in whole or in part) without reason.

All Application Monies received in relation to the Offer will be held in the account of the Trustee until allotment. Any interest earned on Application Monies will be retained by the Trustee and will not form part of the Fund's assets.

Application Form

Queen Street Development Fund



LONG RIVER
TOPTREE



Use this application form if you wish to invest in:

Queen Street Development Fund

The Information Memorandum (IM) for the Queen Street Development Fund (Fund) dated 22 November 2019 includes information about purchasing units in the Fund. Any person who gives another person access to the application form must also give the person access to the IM and any incorporated information. You should read the IM and any incorporated information before completing this application form.

The trustee of the Fund is Vasco Trustees Limited (Vasco) ABN 71 138 715 009, AFSL 344486. Vasco or a financial adviser who has provided an electronic copy of the IM and any incorporated information, will send you a paper copy of the IM and any incorporated information and application form free of charge if you so request.

Customer identification

If you are a new investor, you are also required to complete the relevant Customer Identification Form depending on what type of investor you are e.g. individual or super fund. The Customer Identification Forms are available on our website www.vascofm.com or by calling our Investor Services team on 03 8352 7120.

Australia's Anti-Money Laundering and Counter Terrorism Financing (AML/CTF) legislation obliges us to collect identification information and documentation from prospective investors.

Investors are required to complete this Application Form together with the relevant Customer Identification Form and send these to us with the required identification documentation. We will not be able to process your Application without a correctly completed Customer Identification Form and the required identification documentation.

Important Information for Financial Advisers

When using this Customer Identification Form, please complete Sections 1 or 2 and 3.

If you are a financial adviser who has identified and verified the investor, by completing this Customer Identification Form together with Section 11 and the verification procedure and in the consideration of Vasco accepting the investor's application:

- you agree to identify and verify all new investors, using this Customer Identification Form for identifying new investors
- you agree to retain a copy of the completed forms and all identification documents received from the investor in the investor's file for seven (7) years after the end of your relationship with the investor
- you agree to advise Vasco in writing when your relationship with the investor is terminated and agree to promptly provide Vasco all identification documents and/or the record of identification received from the investor at this time, or as otherwise requested from Vasco, from time to time.

Contact details

Mail your completed application form and identity verification documents to:

Vasco Trustees Limited
Level 5, 488 Bourke Street
Melbourne VIC 3000

If you have any questions regarding this form or the required Customer Identification requirements, please contact our Investor Services team on 03 8352 7120.

Checklist

Before sending us your application please ensure you have:

- completed this form in full;
- for new investments, completed the relevant 'Customer Identification Form' available on our website www.vascofm.com;
- if paying via direct debit, completed section 9 ensuring ALL bank account signatories have signed;
- if paying via cheque, ensure cheque is made payable to 'Vasco Trustees Limited ATF Queen Street Development Fund' and attach it to this application form; and
- read the declaration and provided all relevant signatures.

4. Contact details

This is the address where all correspondence will be sent.

Contact person

Unit number Street number

Street name

Suburb

State Postcode

Country

Phone (after hours) Phone (business hours)

Mobile Facsimile

Email

5. Tax information

It is not against the law if you choose not to give your TFN or exemption reason, but if you decide not to, tax may be taken out of your distributions at the highest marginal tax rate (plus Medicare levy).

5a. Individual investor or entity		5b. Investor 2 (joint investors)	
TFN	<input type="text"/>	TFN	<input type="text"/>
Tax exemption	<input type="text"/>	Tax exemption	<input type="text"/>
ABN	<input type="text"/>		

5c. Non-residents

If you are an overseas investor, please indicate your country of residence for tax purposes.

6. Investment allocation and payment options

Please indicate how you will be making your new or additional investment and the amount you wish to invest.

I/we are making my/our investment via:

- Direct Credit/EFT → see below.
- Bank Cheque → make cheque payable to 'Vasco Trustees Limited ATF Queen Street Development Fund'.

Fund name	Initial investment
Queen Street Development Fund	\$ <input style="width: 100px;" type="text"/> , <input style="width: 100px;" type="text"/> , <input style="width: 100px;" type="text"/> . <input style="width: 50px;" type="text"/> <input style="width: 50px;" type="text"/>

The minimum initial investment is \$250,000.

Cheque Instructions: Bank Cheques or drafts must be made payable to Vasco Trustees Limited ATF Queen Street Development Fund. Only cheques or drafts in Australian currency and drawn on an Australian bank will be accepted. Your cheque(s) should be crossed NOT NEGOTIABLE. Mail or deliver your completed Application Form with your cheque(s) to:

Vasco Trustees Limited
 Level 5, 488 Bourke Street
 Melbourne, VIC, 3000
 P +61 3 8352 7120 F +61 3 8352 7199 E info@vascofm.com

Direct Credit / EFT Instructions
 Alternatively you can direct credit your application funds to:
 Vasco Trustees Limited ATF Queen Street Development Fund
 Macquarie Bank
 BSB 182 512
 Account number 967 174 624
 Please note the applicants name when transferring the funds.
 Please ensure all funds transferred are net of all bank charges.

8. Eligible Investor Qualification (continued)

Declaration by Qualified Accountant

I, the Qualified Accountant named above, certify that the following is true and correct:

- (a) I am a Qualified Accountant;
- (b) this certificate is given at the request of the Applicant described above in relation to the Units in the Fund to be issued by the Trustee; and
- (c) please indicate which option below applies by marking the relevant box for each Applicant:

Option 1

Applicant 1 Applicant 2
(if joint
application)

The Applicant is known to me and for the purposes of section 761G (7)(c) of the Corporations Act, the Applicant either personally or in conjunction with a company or trust controlled by the Applicant, has:

- net assets of at least \$2.5 million; or
- a gross income for each of the last two financial years of at least \$250,000 a year.

Option 2

Applicant 1 Applicant 2
(if joint
application)

The Applicant is a company or trust controlled by a person known to me for the purposes of section 761G (7)(c) Corporations Act, who has:

- net assets of at least \$2.5 million; or
- a gross income for each of the last two financial years of at least \$250,000 a year.

Option 3

Applicant 1 Applicant 2
(if joint
application)

- For the purposes of section 761G(7)(d) of the Corporations Act, the Applicant controls gross assets of at least \$10 million (including any amount held by an associate or under trust that the Applicant manages).

Signature of Qualified Accountant

Date / /

9. Nominated bank account (must be an Australian financial institution)

Unless requested otherwise, this will also be the bank account we credit any withdrawal proceeds and/or distributions if you requested these to be paid to you and not reinvested. By providing your nominated account details in this section you authorise Vasco to use these details for all future transaction requests that you make until notice is provided otherwise. **For additional investments, a nomination in this section overrides any previous nominations.**

Financial institution	<input style="width: 100%;" type="text"/>
Branch	<input style="width: 100%;" type="text"/>
Account name	<input style="width: 100%;" type="text"/>
Branch number (BSB)	<input style="width: 40%;" type="text"/>
Account number	<input style="width: 50%;" type="text"/>

10. Declaration and applicant(s) signature(s)

Please read the declarations below before signing this form. The signatures required are detailed at the bottom of this form.

I/We declare that:

- all details in this application and all documents provided are true and correct and I/we indemnify the Trustee of the Fund against any liabilities whatsoever arising from acting on any of the details or any future details provided by me/us in connection with this application;
- I/we have received a copy of the current IM and all information incorporated into the IM to which this application applies and have read them and agree to the terms contained in them and to be bound by the provisions of the current IM (including the incorporated information) and current Trust Deed of the Fund (each as amended from time to time);
- I/we have legal power to invest in accordance with this application and have complied with all applicable laws in making this application;
- I/we have received and accepted this offer in Australia or Singapore;
- the details of my/our investment can be provided to the adviser group or adviser named at the end of this form or nominated by them by the means and in the format that they direct;
- if this application is signed under Power of Attorney, the Attorney declares that he/she has not received notice of revocation of that power (a certified copy of the Power of Attorney should be submitted with this application unless we have already sighted it);
- sole signatories signing on behalf of a company confirm that they are signing as sole director and sole secretary of the company;
- I/we acknowledge that if Vasco reasonably believes an email or facsimile communication it receives is from me/us Vasco is entitled to rely on that email or facsimile communication and will not be liable for any loss it may suffer if it is later found the email or facsimile communication was fraudulent.
- unless alternative authority for signature is notified to and accepted by Vasco, the person/persons that signs/sign this form is/are able to operate the account on behalf of the company and bind the company for future transactions, including in respect of additional deposits and withdrawals, including withdrawals by telephone and fax;
- I/we acknowledge that I/we have read and understood the information under the headings 'Privacy' in the relevant IM. I am/We are aware that until I/we inform Vasco otherwise, I/we will be taken to have consented to all the uses of my/our personal information (including marketing) contained under that heading and I/we have consented to my/our financial adviser providing such further personal information to Vasco as is required or reasonably deemed necessary by Vasco under applicable law;
- I/we understand that if I/we fail to provide any information requested in this application form or do not agree to any of the possible use or disclosure of my/our information as detailed on the IM, my/our application may not be accepted by Vasco and we agree to release and indemnify Vasco in respect of any loss or liability arising from its inability to accept an application due to inadequate or incorrect details having been provided;
- I/we acknowledge that none of Vasco, or any other member of Vasco or any custodian or investment manager, guarantees the performance of the Fund or the repayment of capital or any particular rate of return or any distribution;
- I/we are bound by the Trust Deed of the Fund and that an application for Units is binding and irrevocable;
- I/we have not relied on statements or representations made by anybody, other than those made in the IM;
- I/we agree and acknowledge no cooling off period applies and I/we have had the opportunity to seek independent professional advice on subscribing for Units;
- I/we agree and acknowledge Vasco is required to comply with the anti-money laundering laws in force in a number of jurisdictions (including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS)) and I/we must provide Vasco with such additional information or documentation as Vasco may request of me/us, otherwise my/our Application for Units may be refused, Units I/we hold may be compulsorily redeemed, and any disposal request by me/us may be delayed or refused and Vasco will not be liable for any loss arising as a result thereof;
- I/we have provided a tax file number, and if not, I/we consent to Vasco withholding tax at the highest marginal tax rate;
- I/we acknowledge and agree to having read and understood the risks of investing in the fund as described in the IM and understand that the risks associated with the Fund's investments may result in lower than expected returns or the loss of my/our investment;
- I/we acknowledge that the Fund is not currently registered with the Australian Securities and Investments Commission, but may be at some future point in time. By investing in the Fund, I/we consent to the Fund being registered at some future point should the Trustee consider it appropriate. I/we also consent to registration taking place without the Trustee holding a meeting of Investors to approve the application for registration.

I/We also warrant and acknowledge that:

- All information contained in my/our Application is true and correct;
- I/we are not a Politically Exposed Person (PEP) as defined by the AML/CTF legislation;
- I/we are a "wholesale client" for the purposes of section 761G of the Corporations Act and, if residing in Singapore, an "accredited investor" or certain other person prescribed under s305 of the Securities and Futures Act and relevant information has been provided to confirm this and by investing in this Fund I/we will not cause any breach of the Corporations Act by or for Vasco;
- if the Applicant is a SMSF, it is compliant and investing in this Fund complies with the Superannuation Industry Supervision Act 1993 (Cth); and
- I/we hold the appropriate authorisations to become an Investor in the Fund and that offer cannot be revoked.

10. Declaration and applicant(s) signature(s) (continued)

Refer to list of signatories on the next page of this application form.

Investor 1 / Signatory 1

Signature Date / /

Surname

Given name(s)

Capacity Sole Director Director Trustee Other

Investor 2 (joint investors) / Signatory 2

Signature Date / /

Surname

Given name(s)

Capacity Director Company Secretary Trustee Other

Signing Authority

Please tick to indicate signing requirements for future instructions (e.g. withdrawals, change of account details, etc.)

Only one required to sign.

All signatories must sign.

PLEASE NOTE: All signatories must provide certified copies of their drivers license or passport in addition to any identification documents required by the Customer Identification Form required for the Investor.

11. Adviser use only

By submitting this form with this section completed by your advisor you consent to your advisor receiving information about your investment in the Fund.

Office name

Surname

Given name(s)

Title (Mr/Mrs/Miss/Ms)

Phone (business hours)

Advisor group email

Advisor group name

Advisor group AFSL

Advisor Signature

Date / /

ADVISER STAMP

Important notes

This application must not be handed to any person unless the relevant IM and access to the information incorporated into the IM is also being provided. Vasco may in its absolute discretion refuse any application for Units. Persons external to Vasco or other entities who market Vasco products are not agents of Vasco but are independent investment advisers. Vasco will not be bound by representations or statements which are not contained in information disseminated by Vasco. Application monies paid by cheques from investment advisers will only be accepted if drawn from a trust account maintained in accordance with the Corporations Act.

Signatories

The table below provides guidance on completing the Declaration and applicant(s) signature's section of the application form. Before signing the application form please ensure you have read the declaration.

Type of investor	Names required	Signature required	TFN/ABN to be provided
Individual and/or joint investors	i. Full name of each investor (please do not use initials).	Individual investor's; or each joint investor's	Individual investor's; or each joint investor's
Sole trader	i. Full name of sole trader; and ii. Full business name (if any).	Sole trader's	Sole trader's
Australian or foreign company	i. Full company name as registered with the relevant regulator; and ii. Name of each director of the company; and iii. Full name of each beneficial owner*	i. Sole director's; or ii. Two directors'; or iii. One director's and company secretary's	Company's
Trust/Superannuation fund If you are investing on behalf of a superannuation fund, we will assume the superannuation fund to be a complying fund under the Superannuation Industry (Supervision) Act.	i. Full trust/superannuation fund name (e.g. Michael Smith Pty Ltd ATF Michael Smith Pty Ltd Super Fund); and ii. Full name of the trustee(s) in respect of the trust/super fund. Where the trustee is an individual, all information in the 'Individual and Sole Traders' section must be completed. If any of the trustees are an Australian company, all information in the 'Australian company' section must also be completed; and iii. Names of beneficiaries (if identified in Trust Deed). iv. Full name of the settlor** v. Full name of each beneficial owner	Individual trustee(s) 'as trustee for' If any of the trustees are an Australian company, the signatures set out in the 'Australian company' section are also required.	Superannuation fund's or trust's
Account designation	Name of the responsible adult, as the investor.	Adult(s) investing on behalf of the person/minor	Adult(s)
If the investment is being made under Power of Attorney (POA) Please ensure an original certified copy of the POA is attached to the application form. Each page of the POA must be certified.	i. Full name of each investor(s) (as listed in section 3); and ii. Full name of person holding POA (underneath signature).	Person holding Power of Attorney In the case that the POA document does not contain a sample of the POA's (i.e. Attorney's) signature, please provide a certified copy of either the POA's driver's licence or passport containing a sample of their signature.	Individual investor's; or each joint investor's

* Beneficial owner means an individual who ultimately owns or controls (directly or indirectly) the investors. Owns mean ownership (either directly or indirectly) of 25% or more of the investor.

**This is not required in some circumstances.

SCHEDULE - OFFERING LEGENDS

It is the responsibility of any persons wishing to subscribe for Units to inform themselves of, and to observe, all applicable laws and regulations of any relevant jurisdictions. Prospective Investors should inform themselves as to the legal requirements and tax consequences within the countries of their citizenship, residence, domicile and place of business with respect to the acquisition, holding or disposal of interests, and any foreign exchange restrictions that may be relevant hereto.

AUSTRALIA

This IM may not be circulated or distributed and no offer for subscription or purchase of the Units offered hereby, nor any invitation to subscribe for or buy such interests has been made or issued, directly or indirectly, in Australia, other than to prospective Investors who are wholesale clients as defined in section 761G of the Corporations Act in an offer exempt from the disclosure requirements of Part 7.9 of the Corporations Act. Further, the Units offered hereby may not be resold in Australia within a period of 12 months after the date of issue otherwise than by means of an offer exempt from the disclosure requirements of Part 7.9 of the Corporations Act.

This IM is not a prospectus or product disclosure statement under the Corporations Act and is not required to be, and has not been, lodged with the Australian Securities and Investments Commission. To the extent that information in this IM constitutes financial product advice, it is general financial product advice only, is provided by the Investment Manager and does not consider the specific objectives, financial intentions or needs of any particular person. Each person considering subscribing for interests should read this IM in full before making a decision to acquire any interests. There is no cooling-off regime in Australia that applies in respect of the issue of the Units.

SINGAPORE

The Fund is a restricted scheme as referred to in section 305 of the Securities and Futures Act and an application for registration will be submitted to the Monetary Authority of Singapore prior to any offer made to investors in Singapore. This IM has been prepared on the basis that prospective Investors from Singapore are accredited investors or certain other persons prescribed under section 305 of the Securities and Futures Act. Accordingly, this scheme is not authorised or recognised by the Monetary Authority of Singapore and Units in this scheme are not allowed to be offered to the retail public. Further, this IM is not a prospectus as defined in the Securities and Futures Act and, accordingly, statutory liability under the Securities and Futures Act in relation to the content of prospectuses does not apply, and the offeree should consider carefully whether the investment is suitable for them.

The Trustee, Investment Manager and Fund are all regulated by the Australian Securities and Investments Commission (ASIC) under the Corporations Act 2001 (Cth). ASIC is located at 120 Collins Street, Melbourne VIC 3000, Australia and can be contacted on 1300 300 630.

CORPORATE DIRECTORY

INVESTMENT MANAGER

Longriver Toptree Investments Pty Ltd

Suite 2, Level 9, 190 Queen Street
Melbourne, Victoria 3130, Australia

Website: www.longriver.com.au

Telephone: +61 3 9670 6818

Email: info@longriver.com.au

TRUSTEE

Vasco Trustees Limited

Level 5, 488 Bourke Street
Melbourne Victoria 3000, Australia

Website: www.vascofm.com

Telephone: +61 3 8352 7120

Email: info@vascofm.com

ADMINISTRATION MANAGER

Vasco Fund Services Pty Limited

Level 5, 488 Bourke Street
Melbourne Victoria 3000, Australia

Website: www.vascofm.com

Telephone: +61 3 8352 7120

Email: info@vascofm.com

LONG RIVER
TOPTREE